

LEVIN COSMOPOLITAN CLUB INC

CONSTITUTION AND RULES

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1. NAME

- 1.1. The name of the club shall be Levin Cosmopolitan 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 Levin Cosmopolitan Club Incorporated 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 in accordance with Rule 9.

“Auditor” means the Clubs auditor pursuant to Rule 23

“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of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote at a committee without reference to the Registrar of Incorporated Societies

“Chairman” means the person who is chairman of a meeting pursuant to Rule 20(1)

“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 Levin Cosmopolitan Club Incorporated.

“Committee” means the Club's governing body as set out in Rule 13.

"Committee Meeting" means a meeting of the Committee.

"Committee Member" means one of the people comprising the Committee set out in Rule 13.1 and elected pursuant to Rule 13.4.

"Corporate Membership" means an association, club or other corporate body elected to become a Corporate Member of the club in accordance with 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 elected to employee membership of the Club in accordance with Rule 7.8

"Gold Star Membership" means a person achieving 25 years of consecutive membership of the club in accordance with Rule 7.5(i)

"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.

"Junior Member" means a person elected to junior membership of the Club pursuant to 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.

"Life Member" means a person elected to life membership of the Club pursuant to Rule 7.5.

"Meeting" means a General Meeting or a Committee Meeting.

"Member" means any Ordinary, Junior, Corporate, Introductory, Employee, or Life Member of the Club as set out in Rule 7

"Month" means calendar month.

"Officer" means a member of the committee 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 pursuant to Rule 7.3

"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 Club's president elected pursuant to Rule 13.4

"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.

"Vice-President" means the Club's vice-president elected pursuant to Rule 3.4

"Year" means the Club's financial year of 1st August to 31st July.

"Regulations" means processes (rules) that regulate individual and group behavior, leading to conformity and compliance to the rules of the Club and which the regulations can only be changed by a majority vote at a General Meeting following the required days Notice of Motion. Changes must be referred to the Registrar of Incorporated Societies.

3. REGISTERED OFFICE

- 3.1. The registered office of the club shall be at 47-51 Oxford Street Levin or such other place as the committee 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, and
- d) Generally, to provide an atmosphere where members may meet and enjoy companionship and camaraderie with one another.

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 government or local body securities or on bank deposits as the Club may see fit.
- e) Not with-standing anything herein to the contrary, the Committee shall not enter into any transaction involving a consideration (in money or monies in any one year period) exceeding 20% of the net assets of the Club as shown in the Club's last yearly statement of account unless such transaction has been approved by the Club at any Annual General Meeting or Special Meeting, provided always that the Committee shall not be in default of this sub clause if it enters into any transaction which is made conditional upon the Club's consent thereto being obtained.
- f) To employ and remunerate staff.
- g) To undertake legal action.
- h) To form and disband adjuncts.
- i) To enter into any contract, make any arrangements, or undertake any activity for the financial benefit of the club.
- j) 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.

- k) To conduct any other functions as outlined in this constitution.
- l) 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.
- m) To do anything incidental or conducive to the attainment of any of the objects of the club.
- n) To enter into reciprocal rights agreements with other similar entities.
- o) To keep an up-to-date register of members.
- p) 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 organization for goods or services supplied to or from them, which are at arm's length, relative to what would occur between unrelated parties.
 - c) Provided no officer or member is allowed to influence any such decision made by the organisation 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;
 - b) Junior;
 - c) Life;

- d) Gold Star;
- e) Corporate;
- f) Employee:

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. Applications shall be posted on the notice board for a period of no less than 7 days.
- 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 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 between ten (10) and 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 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.
 - iv. No Junior Member may enter the Club Premises unless accompanied by 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).
- f) All Junior Members must join at least one Club Adjunct.

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 Committee 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 committee, 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 committee.
- d) The committee 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 recommended by the Committee to Life Membership, by simple majority at the Annual General Meeting.
- f) The number of Life Members shall not, at any time, exceed 3% of the total membership the Club.
- g) Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership.
- h) Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members.
- i) Gold Star Members shall comprise of ordinary members who have achieved 25 consecutive years of membership and shall be required to pay only 40% of the ordinary member's subscription.

7.6. **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 Committee. The decision of the Committee shall be final and, in the event, that the application is not approved by the Committee, 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. Corporate members may access and enjoy the facilities of the Club during such times the Club is open.
 - II. At all times the members will agree to abide by the Club Rules and the By-Laws and the New Zealand Law.
 - III. If a Corporate Member's conduct is prejudicial to the peace and harmony of the Club or wilful infringement of Rules and/or By-laws, a Corporate Member's membership may be rescinded by the Committee of the club without hearing.
 - IV. The voting and speaking rights at meetings of the club shall be limited to the rights extended to the Corporate Affiliate.
 - V. 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.
 - VI. 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.
 - VII. A Corporate Affiliate may apply for Ordinary Membership of the Club in accordance with Rule 7.3

7.7. **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 Committee.
- 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 Committee, or partake in the election process of the Club.
- d) The committee 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 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 Club's 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. The Annual Subscription relating to each category of membership shall be such sum as recommended from time to time by the Committee and shall be determined by Members at the Annual General Meeting or Extraordinary General Meeting.
- 9.2. The Annual Subscription shall be payable yearly in advance on or before the last day of 31st July in each year.
- 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;
 - 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 Secretary, have his or her subscription suspended or remitted.
- 9.5. Failure to pay the Annual 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 Secretary 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 Levin Cosmopolitan Club will be covered by these rules and may be subject to penalties, sanctions or orders imposed by the Executive 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 Manager, as soon as practical and no later than fourteen (14) days 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).
- 11.4. Upon receipt of a complaint, the Committee 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 Committee, a Disciplinary Committee will be convened by the President.
- 11.5. Depending on the seriousness of the complaint and at the discretion of the President 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 will consist of three (3) members of the Committee who have no actual, apparent or perceived bias in relation to the respondent.
 - b) In the event that three (3) Members cannot be found to be free of any actual, apparent or perceived bias up to three (3) financial members of the Club may be co-opted by the Committee to form a Disciplinary Committee. If this is still not possible, they may co-opt up to three (3) 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 Committee Member the President may co-opt three financial Club Members who have no actual, apparent or perceived bias in relation to the respondent. If this is not possible, the President may co-opt up to three (3) non-members of the Club with the preference being given to members of another Club or members of the public in good standing.
- 11.6. Prior to any hearing, the Disciplinary Committee will request that the President, 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 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, or delivered personally by a Club representative.
- 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 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 may 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 11.6(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 Levin Cosmopolitan Club or sent via email president@levincossieclub.nz or admin@levincossieclub.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 President the sanction, penalty or order made by the Disciplinary Committee is manifestly inadequate or inappropriate, the President may file an appeal within seven (7) days of receiving the Disciplinary Committee's 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 Committee will be convened as per Rule 11.4. The Appeals Committee can not include any of the members of the original Disciplinary Committee.
- 11.19. The Appeals Committee 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 Committee 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 Committee decision will be final, and no further appeal will be permitted.
- 11.22. The Disciplinary Committee or Appeals Committee have the power to issue a warning or caution, impose a good behavior 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 Committee 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 Levin Cosmopolitan Club members within the Club and its' grounds and to Levin Cosmopolitan 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.
- 11.28. INTERPRETATION – In the interpretation of these rules, the decision of the Committee shall be final and binding.

12. SUSPENSION, EXPULSION

- 12.1. At the sole discretion of the Duty Manager, a member may be immediately suspended 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 committee members at earliest notice.
- 12.2. A suspended member shall be totally excluded from the Club's premises and Club activities from the time of the committal of the offence until such time as the matter is dealt with by the Committee.
- 12.3. A suspended Member must forfeit his or her Membership card during the suspension period.
- 12.4. The Committee shall meet to consider the suspension in accordance with the procedures in Rule 11.
- 12.5. A Member shall be liable to be expelled or suspended from the Club if he/she is convicted of a crime (as defined in the Crimes Act 1961 or any amendments) for which a penalty is imposed or an offence which, in the opinion of the Committee, is likely to prejudice any charter or licence held by the Club.

12B. GROUNDS FOR IMMEDIATE EXPULSION AND OR SUSPENSION

A Member shall be liable to be immediately suspended (interim suspension) from the Club if he or she:

1. Removes any property of the Club from the Club premises without the consent of the Committee.
2. Wilfully or recklessly damages any property of the Club and refuses to replace or make good the damage.
3. Persists in drunkenness, swearing, obscene language or other disorderly conduct on Club premises after being cautioned by the Duty Manager.
4. Persists in creating a disturbance at any meeting or other Club event, after being cautioned a Committee member or by the Duty Manager.
5. Uses or threatens violence to any person.
6. Contravenes any exclusion order or agreement that is in force, which restricts the Member from participating in gambling activities.
7. Uses or possesses illegal drugs on any part of the Club's premises.
8. In the opinion of the Committee, brings the Club and/or any Members, into disrepute.

12C. PROCEDURE FOR EXPULSION OR SUSPENSION

1. Any Member may notify the Committee if he or she believes a member may be liable to expulsion or suspension pursuant to Rule 12. This must be in the form of a written complaint.
2. Within (5) working days of receipt of such notice, or of a member immediately suspended, the President will convene an executive committee meeting.
3. If the President or a Committee member is the cause for the complaint/suspension, the Vice President will convene the meeting. The Committee will then decide whether there is a case to answer and if upheld, shall form a Disciplinary Committee consisting of three (3) members of the Committee who have no actual, apparent or perceived bias to the respondent, to consider a notice of suspension or expulsion.
In the event that three (3) Members cannot be found to be free of any actual, apparent or perceived bias up to three (3) financial members of the Club may be co-opted by the Committee to form a Disciplinary Committee. If this is still not possible, they may co-opt up to three (3) non-members of the Club to fill the vacancy/vacancies with preference being given to members of another Club or members of the public in good standing.
4. The Disciplinary Committee will advise the full Committee of its findings and recommendations. The full Committee will consider the Disciplinary Committee findings and recommendations, then advise the Member of the outcome.
5. The Committee must give the Member concerned at least seven (7) days written notice of the Meeting, informing him or her of the nature of the complaint and how the complaint will be heard. Also, his/her right to be heard at that Meeting and the process of the Meeting.
6. Any Member having been notified to attend and who fails to be present or neglects to notify in writing such inability to comply with the Disciplinary Hearing Committee or Appeals Committee's request shall be dealt with in absentia and shall forfeit any right of appeal.
7. Any Member expelled or suspended not dealt in absentia, shall have the right to appeal as described in Rule 11.

8. A Member who has been suspended is ineligible to stand for election for any position on the Committee for a period of two (2) years from the last day of that suspension.

13. COMMITTEE MANAGEMENT

- 13.1. Committee Members shall conduct the General Business, Management and Control the club comprising:

- a) A President.
- b) A Vice-President.
- c) A Treasurer.
- d) Four other Committee Members.
- e) Immediate Past President, who may serve ex-officio for a period not exceeding twelve (12) months.

- 13.2. **Eligibility:** Each Committee 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.
- c) Not be an employee of the club.
- d) Not be a close relation of an employee of the club, office holder or nominee for office.
- e) Have been a Financial Member for at least two (2) years immediately before nomination.
- f) For the position of President, Vice-President & Treasurer – they must have served a full two (2) year term on the Committee and been a financial member of the club for five (5) years immediately preceding the nomination.
- g) Have completed the Appropriate Nomination form.

- 13.3. **Term of Office:** Committee Members shall

- a) Remain in office for a two-year term running from the time of election until the conclusion of the following second Annual General Meeting unless sooner removed by death, resignation or otherwise.
- b) Committee Members shall be elected in the following manner – In the first year there be an election for the positions of President, Vice President, Treasurer and two (2) Committee Members.
- c) In the second year there will be an election for two (2) Committee Members.

- d) If there should not be a Member nominated for the position of Treasurer, the Committee shall appoint a Member who will meet the requirements of the office until the following election.
- e) The election of Committee will continue in two (2) year cycles with all standing Committee Members being eligible for re-election as their term of office expires. If the Club President and Vice President both fulfil their term in the same year, the sitting President may make a decision to defer the terms of one of the positions to ensure the two key positions are not vacated or changed within the same period.
- f) Be eligible for re-election.

13.4. Election: The Committee shall be elected in the following manner:

- a) Nominations for Committee Members must be:
 - I. In writing on the applicable nomination form.
 - II. Proposed, by a Financial Member, and Seconded by another Financial Member.
 - III. Deposited with the Secretary at least twenty-one (21) days before the date set down for the Election as passed by the Committee.
- b) The Secretary 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.
- c) If there are not sufficient nominations pursuant to Rule 13.1. to fill a vacant committee role, the committee may elect 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.
- d) The election shall be by an approved electoral procedure within ten (10) days, after the Annual General Meeting.
- e) In the event of a tie, the Returning officer has a casting vote.
- f) One person may only hold one office.
- g) 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.

13.5. Resignation:

- a) A member of the committee may resign by signing a written notice of resignation and giving it to the Committee. The notice of resignation is effective when it is received by the committee or at a later time specified in the notice.
- b) Committee Members are deemed to have resigned if they are absent from (3) consecutive meetings of the committee without leave of the committee.

13.6. Removal from Office

- a) A member of the Committee may be removed from office for any reason which the Committee deems expedient in accordance with the following:
 - I. The Committee shall convene an Extraordinary Meeting of the Committee to consider the removal.
 - II. The Committee must give seven (7) days' notice in writing to the Committee Member in question, informing him or her of his or her right to appear and be heard at that Meeting.
 - III. After the Committee Member in question has had the opportunity to be heard, the Meeting may elect to remove him or her from office by majority vote.
 - IV. If the Meeting elects to remove the Committee Member, such removal shall be effective immediately.
- b) On receipt of a notice of motion of no confidence in one or more Committee Member(s) signed by no less than 50 financial members of the total membership, the Committee shall convene a Special General Meeting and proceed in accordance with Rule 18.
 - I. In the event that a notice of motion of no confidence is raised against more than one committee member or the entire committee, the motion will be discussed at the Special General Meeting referred to in Rule 13.6(b). 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 Committee Member, who has been convicted of any offence which in the opinion of a majority of the Committee brings the Club into disrepute shall automatically and immediately be removed from office.
 - d) A Committee 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 Committee may elect to remove a Committee Member who becomes physically or mentally incapacitated to the extent that he or she cannot carry out his or her duties as a Committee Member.
 - f) No Committee Member who has been removed from office shall be eligible for re-election without the consent of a General Meeting.
- 13.7. **Vacancy:** Any vacancy in any Committee 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 filled as the Committee see fit, providing a quorum remains.
- 13.8. **Powers:** The Committee 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 committees for the purpose of exercising its duties, authorities, or powers.
 - d) Delegate its duties, powers, and authorities to the Manager or to a committee formed under [Rule 13.8\(c\)](#).
 - 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.
- 13.9. **Duties:** Committee Members shall at all times:
- a) Render every assistance to the President, Vice-President 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 the best interests of the club and Members.
- 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 Committee Code of Practise and Conduct, and
- h) Any other duties which the committee of the Club may from time to time determine.

13.10. **Interests Register:** The committee 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 committee who is interested in a matter:
 - I. Must not vote or take part in a decision of the committee 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 committee relating to the matter and be present at the time of the decision.

14. PRESIDENT, VICE PRESIDENT AND TREASURER

14.1. **The President and Vice-President** shall be ex officio members of all sub-committees, and Adjuncts.

- 14.2. **The President** shall preside over all meetings of the Committee and over all Annual and Special General meetings of the members, in the absence of the President the Vice-President shall preside.
- 14.3. At all meetings the President shall be entitled to a casting vote.
- 14.4. **The President** shall be the contact person with whom the Registrar can contact when needed.
- 14.5. **The President** shall be the Club's representative with the Committee, in matters of Club business.
- 14.6. In the event of a vacancy of the office of President, the Vice-President shall assume that role for the remainder of the term. In the event of a vacancy in the role of Vice-President or Treasurer, the committee shall elect a committee member to fill that role for the remainder of the term.
- 14.7. **The Treasurer** – shall: Ensure that all monies received by the Club are paid into the bank for the credit of the Club.
- 14.8. Prepare detailed report of the previous months' receipts and payments for each monthly Committee meeting and present them to the meeting.
- 14.9. Ensure that all taxes, duties and other payments required by statute are made before the due date.
- 14.10. All taxation and other financial returns required by state are accurately completed and lodged by the due date,
- 14.11. Prepare the Club's Financial Statements and present them to the Annual General Meeting each year.
- 14.12. The Treasurer shall immediately bring to the attention of the Committee any financial irregularity or suspicion of financial irregularity or any Concern regarding the financial performance of the Club.

15. SECRETARY

- 15.1. 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 Committee and General Meetings.
 - c) Generally, conform to such regulations as shall from time to time be made by the Committee.
- 15.2. The Secretary's remuneration shall be determined by the Committee.

- 15.3. 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 Manager (Secretary/Manager).

16. MANAGER

- 16.1. It shall be the duty of the Manager to carry out all such duties as are required to manage the affairs of the club. The Manager shall be accountable to the Committee being that body's only direct employee. All other employees shall be under the direct control of the Manager.
- 16.2. The role and responsibilities of the Manager shall be detailed in:
- a) A Position Description, which shall be kept up to date by the Committee; and
 - b) An Employment Agreement.
 - c) The day-to-day cleanliness and service of the Club.
 - d) The engagement and dismissal of such employees as may be essential to provide adequate and efficient maintenance of the assets and control of the Club, in consultation with the President.
 - e) Ensuring that the Club has a guest signing-in book available for guests of members.
 - f) Carrying out such other duties as are conducive to his/her office and that the Committee shall decide from time to time.
- 16.3. The Manager shall attend and take part in all Committee and General Meetings except on occasions where the collective committee decides otherwise. The Manager shall not be entitled to exercise a vote on any question.
- 16.4. The 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.
- 16.5. The Manager's remuneration shall be determined by the committee.

17. PATRON

The Club Patron shall be an honorary position and shall be appointed by the Committee

18. INDEMNITY AND INSURANCE

- 18.1. The Club may indemnify or obtain insurance for an Officer, Employee or a Member for liabilities or costs to the extent permitted by law.

- 18.2. 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 wilful default or wilful acquiescence.
- 18.3. The Officers shall be indemnified by the Association 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 default.

19. ANNUAL GENERAL MEETING

- 19.1. The Annual General Meeting of the Club shall be held not later than the last Sunday in October each year, at such time and place as shall be fixed by the Committee for the purpose of:
- 19.2. The Annual General Meeting of the club must be held by a quorum of members. Participation in the meeting must be in person.
- a) An annual report on the operations and affairs of the society during the most recently completed 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) Election of Committee Members.
 - g) Election of Board of Appeal.
 - h) Election of Auditor; and
 - i) Written general business.
- 19.3. At least fourteen (14) days before the Annual General Meeting, the following shall be posted on the club's notice board, advertisement in local newspaper and electronic media, or by notice circulated to each Member.
- a) Notice of the Annual General Meeting.
 - b) The Annual Report.
 - c) The Financial Statements.

- d) Notice of Disclosures; and
- e) Notice of any other business to be transacted at the Meeting.

20. EXTRAORDINARY GENERAL MEETING

- 20.1. The Committee shall convene an Extraordinary General Meeting if at any time:
 - a) The Committee considers such a meeting necessary or desirable; or
 - b) The Secretary 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.
- 20.2. Ten (10) days' notice specifying the time and place of a Special General Meeting, its purpose and an agenda shall be given by notice to all Members on the Club's notice board, advertisement in local newspaper, electronic media.
- 20.3. If a quorum is not present for an Extraordinary General Meeting, the agenda as displayed on the Notice Board shall automatically revert to the Committee to adjudicate on.

21. CONDUCT OF GENERAL MEETINGS

- 21.1. At all General Meetings, the chairman shall be.
 - a) The President; or
 - b) In his or her absence, the Vice-President; or
 - c) In the absence of both the President and the Vice-President, a Committee Member elected by the Meeting or.
 - d) If the committee 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.
- 21.2. The quorum for a General Meeting shall be no less than seventy-five (75) Financial Members.
- 21.3. Minutes of all General Meetings are required to be kept.
- 21.4. 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.
- 21.5. If a Meeting is adjourned, the Committee 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.
- 21.6. 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 Committee to adjudicate on.
- 21.7. **Resolutions:**
- a) A Member may without notice ask any question or move any resolution relative to the Annual Report or Balance Sheet.
 - 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 Secretary 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.
- 21.8. **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/her proposition and five (5) 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) Each amendment must be either accepted or rejected before another amendment to the motion can be considered.
- 21.9. Except as otherwise provided by these Rules, all questions shall be decided by simple majority vote.
- 21.10. **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.

22. COMMITTEE MEETINGS

- 22.1. The Committee shall meet regularly, and at least once a month, at a time and place to be determined by the Committee, or on a requisition in writing to the Secretary, setting out the purpose for which the Meeting is required. A date for a Committee Meeting must be set within four (4) days of the Secretary receiving a requisition under this rule.
- 22.2. At all Committee Meetings, the Chairman shall be:
 - a) The President; or
 - b) In his or her absence, the Vice-President; or
 - c) In the absence of both the President and the Vice-President, a Committee Member elected by the Meeting.
- 22.3. The quorum for a Committee Meeting shall be not less than four (4) of its members.
- 22.4. Minutes of all Committee Meetings are required to be kept.
- 22.5. Any Committee 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.
- 22.6. If a Committee Meeting is adjourned, the Committee 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 Committee Member.
- 22.7. If a quorum is not present at an adjourned Meeting, the Meeting shall lapse.
- 22.8. Except as otherwise provided by this Constitution, all questions raised at a Committee Meeting shall be decided by a simple majority of votes cast.

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

23. ACCOUNTS AND FINANCIAL MANAGEMENT

23.1. General Accounting and Financial Management

- a) The Committee shall ensure that true accounting records are kept of:
 - I. All sums of money received and expended by the Club and the matters in respect of which such receipt and expenditure takes place.
 - II. All cash assets, credits and liabilities of the Club including any charges and securities of any description affecting any property of the Club.
 - III. All remuneration and entitlements relating to employees of the Club.
 - IV. Allow for the production of financial statements in compliance with the Incorporated Societies Act 2022 and any other relevant legislation; and
 - V. Enable the financial statements to be readily and properly audited if required under any legislation or this constitution.
 - VI. The books and accounts shall be kept at the office of the Club or other such place as the Committee may determine and shall be open to the inspection of Financial Members at all reasonable times.
- b) The committee 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) Payment of all monies on behalf of the Club shall be made by electronic transaction authorised by two Committee Members one being the President the other being the Treasurer. In the absence of either the Vice President will have signing authority.
- e) Physical stock takes are to be completed on a minimum monthly basis.
- f) Capital and maintenance expenditure over \$10,000 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.

23.2. Committee and Officer Expenses

- a) Any expense incurred by Committee members or Officers must have prior approval.

- b) Committee 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 a committee member are to be approved by the Committee.

23.3. Adjunct Accounts and Financial Management

- a) An Adjunct may be formed within the Club for sporting or special interest Groups, subject to approval from the Committee, such Adjuncts are bound by the rules and By-Laws of the Club at all times.
- b) Any assets of the Adjunct are assets of the Club. All monies for Adjuncts shall be paid into the Adjunct's bank account.
- c) No two persons who are married couples, de facto partners, spouses, married by civil union and family or people living together are permitted to be signatories on the accounts of any of the Club's sections.
- d) All accounting, taxation, financial reporting and legal compliance responsibilities shall rest with the Club.
- e) Adjuncts must have a separate bank account to the Club.
- f) All payments shall be reported to the Adjunct Committee following payment and all monies on behalf of the adjunct shall be made by electronic transaction authorised by two committee members, being either the president, Treasurer or Secretary, all with authorising rights.
- g) All payments on behalf of an Adjunct shall be made on the Adjunct's account.
- h) Adjunct accounts must be closed for Audit on 31st July each year. The Adjunct accounts to be audited by the Club Treasurer or a person nominated by the Club Committee before being presented to their Annual General Meeting.
- i) The Committee of the Adjunct shall not do, or omit to do, anything that is likely to prejudice or not be in the best interest of the Club.
- j) Members of an Adjunct involved in any activity of or related to an Adjunct, away from Levin Cosmopolitan Premises, 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 that activity).

24. AUDITOR

- 24.1. 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 Committee Member or hold any other office in the Club.
- 24.2. 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.
- 24.3. The auditor shall be paid such fees as may be determined by the Committee from time to time.
- 24.4. 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.

25. ACCESS TO INFORMATION

- 25.1. 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 committee meetings.
- 25.2. Requests to access information must be made in writing and must specify the information sought in sufficient detail to enable it to be identified.
- 25.3. 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.
- 25.4. 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.

26. ADJUNCTS

- 26.1. An Adjunct may be formed within the Club for sporting or special interest groups, subject to approval from the Committee, such adjuncts are bound by the Rules and By-Laws of the Club at all times.
- 26.2. All Adjuncts must have a set of rules that is consistent with this constitution and must be approved by the Club Committee and as an Adjunct at an Adjunct Annual General Meeting. If the Adjunct rules are inconsistent with the Club Constitution, then the club constitution will prevail.
- 26.3. The Club Committee shall have the power to suspend or dissolve any Adjunct it believes is acting inappropriately or to the detriment of the club.
- 26.4. Any assets of the Adjunct are the assets of the Club. All monies received for Adjuncts shall be paid into the Adjunct's bank account in accordance with the Rule 22.3.
- 26.5. All accounting, taxation, financial reporting and legal compliance responsibilities of the Adjunct shall rest with the club.
- 26.6. Adjuncts shall use the Club's accounting services in accordance with Rule 22.3a
- 26.7. 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. Any contentious correspondence must come through the office prior to delivery.
- 26.8. 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 in negligence) caused or contributed to by that activity.
- 26.9. Office holders of adjuncts are not Club Officers by virtue of holding such office.

27. PROPERTY

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.

28. VISITORS – AUTHORISED CUSTOMERS, AUTHORISED VISITORS AND GUESTS

28.1. Authorised Customers

- a) Any member of the Levin Cosmopolitan 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.

28.2. 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.

28.3. 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.

28.4. Any guest/visitor of a member of either the Levin Cosmopolitan 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.

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

28.6. 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.

28.7. **Definitions - for the purposes of this Rule 27:**

- 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 27, words in the singular (such as guest/visitor) include the plural.

29. ALTERATIONS OF CONSTITUTION RULES

- 29.1. This Constitution may be revised or amended by a resolution passed by a simple majority of the Financial Members present at a General Meeting.
- 29.2. 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 Secretary at least twenty-one (21) days before a General Meeting, and
 - b) Such notice shall be provided to Financial Members in accordance with Rule 18.3.
- 29.3. Despite Rule 28.1 no addition to, deletion from or alteration of these shall be made which would allow personal pecuniary profits to any individuals.
- 29.4. **Minor and Technical Amendments:** The Committee 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.
- 29.5. **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.

- 29.6. Any amendments to the constitution made under this section take effect from the date of registration with the Registrar of Incorporated Societies.

30. BY-LAWS AND STANDING ORDERS

- 30.1. The committee 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.

31. WINDING UP AND/OR LIQUIDATION

- 31.1. The club may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
- 31.2. The Secretary 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 Committee in respect to such notice of motion.
- 31.3. 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.
- 31.4. The Club may be put into liquidation:
- a) At a Special General Meeting called by the Committee for that purpose; or
 - b) As provided for in the Incorporated Societies Act 2022.
- 31.5. 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 referred to in Rul 30.9

APPENDIX 1.

BY-LAWS

These By-Laws are made in accordance with the Club's powers pursuant to Rule 7.

1. No raffle shall be allowed on the Club's premises or goods exhibited for the purpose of a raffle except with the authority of the Committee.
2. No unlicensed or unlawful gambling or gaming shall be permitted in the Club.
3. No petition except for the purpose of convening an Extraordinary General Meeting shall be allowed to circulate on the premises of the Club.

4. No business cards or notices shall be displayed on Club premises without the sanction of the Committee.
5. No member shall without the sanction of the Committee conduct a business on Club Premises, use the Club address for business purposes or give the address of the Club in an advertisement.
6. No animals shall be allowed in the club with the exception of guide dogs.
7. Members shall not interfere with, deface or damage the Club's property, or commit any nuisance in or about the Club premises.
8. No person, political group or party shall be allowed to use any part of the Club's premises for any political purpose.
9. No member shall give any gratuity to an employee of the Club.

MISCELLANEOUS

1. Gaming machines are for the use of Members, Guests accompanied by a Member and Members of Affiliated Clubs with reciprocal visiting rights only. Prizes will only be paid to those persons and proof that the person is lawfully in the Club will be required. If the Club does not have a rule suitably displayed the Club must pay out all prizes in accordance with the Gambling Act 2003.
2. A suitable standard of dress is required to be worn while on the Club premises which must be acceptable to Club Management.
3. Bare feet, gumboots, singlets, clothing with offensive text, gang patches or any unsuitable clothing will not be acceptable.
4. Overalls will be only acceptable when worn by contractors or persons required to perform repair work in or on Club premises. Clean work boots.
5. The wearing of helmets, balaclavas or hoods is prohibited on Club premises.
6. Children do not have access to the Club premises unless in the company of their parents or a legal guardian and must be with them whilst on Club premises.
7. Some areas of the Club are out of bounds and Children are required to be off the premises by the time set by the Committee, as amended from time to time.
8. Club operating hours are set by the Committee, as amended from time to time.
9. Operating hours are restricted by the Club License and off License.
10. All Class 4 Gaming Machines are to be turned on whenever the bar is open.

APPENDIX 2

Host Responsibility – Drug Use on the Premises

It is an offence under the Misuse of Drugs Act 1975 to use, possess, cultivate or traffic (deal) in illegal drugs on any part of premises used for social gatherings e.g. clubs or bars. Use includes smoking, inhaling fumes, injecting and ingesting or otherwise using a drug of dependence into a member's body (including another person's body). This offence will result in immediate suspension.

If a staff member or club member believes they have 'reasonable grounds' for smelling or noticing a member is using drugs at the club premises this should be reported immediately to the Duty Manager.

'Reasonable grounds' are things like smelling or seeing drugs on a member, seeing a member using drugs or seeing a member behaving as if stoned or under the influence of drugs.

A Club has a duty to its members to provide safe and healthy premises under the Human Rights Act 1993

APPENDIX 3

The Club is committed to providing a safe hospitality venue where everyone is treated with dignity and respect and in which no individual or group feels bullied, threatened or intimidated.

Bullying or harassment in any form is unacceptable behaviour and will not be permitted or condoned.

Any person in the Club who feels they have been harassed or bullied must make a complaint as per Rule 11

HARASSMENT – is any unwanted physical, verbal or non-verbal conduct based on grounds of age, disability, gender identity, marriage and civil partnership, pregnancy or maternity, political opinion, family status, race, religion or belief, sex or sexual orientation which affects the dignity of anyone in the Club who creates an intimidating, hostile, degrading, humiliating or offensive environment.

Examples:

- Insensitive jokes and pranks
- Lewd or abusive comments regarding appearance
- Deliberate exclusion from conversations
- Displaying abusive or offensive writing or material
- Unwelcome touching, abusive, threatening or insulting words or behaviour

BULLYING – is repeated, offensive, abusive, intimidating, insulting or unreasonable behaviour directed towards an individual or a group, which makes the recipient(s) feel threatened, humiliated or vulnerable. Single incidents of bullying will not be tolerated.

Bullying can take the form of physical, verbal and non-verbal conduct. As with harassment, there are many examples of bullying which can include –

- Abusive, insulting or offensive language or comment
- Unjustified criticism or complaints
- Physical or emotional threats
- Deliberate exclusion from Club activities
- Spreading of mis-information or malicious rumours