



**CONSTITUTION
OF
THE MARIST AUCKLAND WATER
POLO CLUB INCORPORATED**

The Marist Auckland Water Polo Club Incorporated

Constitution

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The Marist Auckland Water Polo Club Incorporated

Constitution

1. Definitions and interpretation

1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

Act means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

AGM or Annual General Meeting means a meeting of the Members held once a year convened under this Constitution.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 13.

Casual Vacancy is a vacancy which arises when a Committee Member does not serve their full term of office.

Committee means the Club's governing body.

Committee Member means a member of the Committee.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

Contact Details means a physical or an electronic address and a telephone number.

Diversity, Equity and Inclusion means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

General Meeting means an AGM or SGM of the Club.

Interested has the meaning given in section 62 of the Act.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.3.

Officer means a Committee Member and any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

Ordinary Resolution means a resolution passed by a majority of votes cast.

RSO means an incorporated regional sporting organization or entity that operates across a region of New Zealand (e.g. Auckland Water Polo Association).

SGM or Special General Meeting means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

Special Resolution means a resolution passed by a 75% majority of votes cast.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Auckland.

1.2 Interpretation: Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.

1.3 Notices: Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and given to:

- (a) a Member, if delivered by hand to the Member or sent by post or email to the address set out in their Contact Details or posted to the Club's social media page(s);
- (b) the Club, if sent to chair@maristwaterpolo.co.nz or by post to the Club's registered office set out on the Register of Incorporated Societies.

1.4 Receipt of notices: Subject to any other notice requirements in this Constitution, a notice is deemed to have been received:

- (a) if delivered by hand, at the time of delivery;
- (b) if given by post, when left at the address of that party or five Working Days after being put in the post;
- (c) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt); or
- (d) if posted on the Clubs social media page(s), at the time of that post,

provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. Club details

2.1 Name: The name of the society is The Marist Auckland Water Polo Club Incorporated (**Club**).

2.2 Charitable status: The Club is registered as a charitable entity under the Charities Act 2005.

- 2.3 **Registered office:** The registered office of the Club is at the place the Committee decides from time to time and as set out on the Register of Incorporated Societies.
- 2.4 **Contact person:** At its first Committee meeting following an AGM, the Committee must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.
- 2.5 **Colours and emblem:** The colours of the Club shall be dark blue, red and light blue as amended from time to time by the Committee. The emblem shall be as determined by the Committee from time to time.

3. Purpose and powers

- 3.1 **Purpose:** The charitable purposes of the Club are to:
- (a) promote, foster and encourage water polo and associated aquatic sports and disciplines;
 - (b) arrange for instruction and coaching in water polo and associated aquatic sports and disciplines;
 - (c) promote, organise and conduct competitions, carnivals, tournaments and entertainment related to water polo and associated aquatic sports and disciplines;
 - (d) provide the resources and opportunities necessary for water polo players to reach their desired goals in the water polo context whether they be social, recreational, health, competitive or representative;
 - (e) foster enjoyment, achievement and satisfaction for all members, competitors, officials, coaches and supporters;
 - (f) recruit and encourage water polo players to participate in water polo as a sporting activity;
 - (g) provide an organisation with effective and efficient administration, communication and financial structure;
 - (h) support the development of Members, including the relevant training, education and development of Members in their capacity as officials, coaches, team managers and volunteers;
 - (i) lead, promote and enable Diversity, Equity and Inclusion across the Club including governance of the Club and participation in water polo and associated aquatic sports and disciplines; and
 - (j) assist and promote any movement, idea, suggestion or enterprise may be of practical help in giving effect to the abovementioned purposes.
- 3.2 **Capacity and powers:** The Club has full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

- 3.3 **RSO Constitution and bylaws:** Where the Club is a member of an RSO, the Club will be subject to the RSO's constitution and bylaws so long as they do not conflict or are inconsistent with this Constitution and Bylaws.

4. **Members**

- 4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Committee. All Applications are decided by the Committee and/or the Club Secretary, who may accept or decline an Application in their absolute discretion. A person becomes a Member when their Application has been accepted, they have paid any required membership fees and satisfied any other preconditions determined by the Committee and/or Club Secretary from time to time.
- 4.2 **Member consent:** A person or entity consents to become a member by submitting an application to the Club and paying fees, unless otherwise specified in this Constitution.
- 4.3 **Members:** The Members of the Club are:
- (a) **Senior Competitive Member:** This is a person who has registered, has paid their fees, is aged 18 years and over and who has not ceased to be a member under this Constitution;
 - (b) **Junior Competitive Member:** This is a person who has registered, has paid their fees, is aged under 18 years and who has not ceased to be a member under this Constitution. A Junior Competitive Member may not be appointed or elected to the Committee nor are they entitled to vote;
 - (c) **Non-Competing Member (Parent / Guardian):** This is a person who is aged 18 years or older, is a parent / guardian of a Junior Competitive Member and has provided their contact and identifying details in support of the Application of that Junior Competitive Member. Only one parent / guardian of each Junior Competitive Member is entitled to vote (and where there are multiple Junior Competitive Members from the same immediate family only one vote may be exercised by the relevant parent / guardian);
 - (d) **Non-Competing Member (Other):** This is a person who has registered, is aged 18 years or older, does not compete and is not a Non-Compliant Member;
 - (e) **Honorary Member:** An Honorary Member is a person honored for services to the Club or in an associated field after recommendation by the Committee. An Honorary Member may be appointed by a Special Resolution at a General Meeting. An Honorary Member has no membership rights, privileges or duties. A person consents to becoming an Honorary Member on acceptance of their honorary membership;
 - (f) **Life Member:** A Life Member is a person honored for outstanding services to the Club after recommendation by the Committee and election as a Life Member by a Special Resolution at a General Meeting. A Life Member shall have all the rights and privileges of a Non-Competing Member (Other) and as otherwise determined by the Committee, and shall be subject to all the duties of a Non-Competing Member except those of paying fees, subscriptions and levies. A person consents to becoming a Life Member on acceptance of their life membership;
 - (g) **Non-Compliant Member:** A Member who is in breach of clause 4.4 and/or suspended under clause 4.5. Non-Compliant Members are not entitled to vote; and

(h) **Other:** any other categories of member as the Committee determines.

4.4 **Member rights and obligations:** Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of any applicable national and/or regional water polo bodies;
- (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;
- (c) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee, including payment of any membership or other fees within the required time period;
- (d) if they fail to comply with sub-clause (c) the Committee may terminate their membership, but the Member continues to be bound by this Constitution;
- (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

4.5 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.4, and the Committee believes it is in the best interests of the Club to do so, the Committee may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

4.6 **Suspension of Member rights:** Unless otherwise determined by the Committee, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined.

4.7 **Ceasing to be Member:** A Member ceases to be a Member:

- (a) on death;
- (b) by giving notice to the Committee of their resignation;
- (c) if their membership is terminated under clause 4.4(d);
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

4.8 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
- (b) must return all the Club's property if required;
- (c) ceases to be entitled to any rights of a Member; and
- (d) subject to the Committee's discretion, may not be granted permission to transfer to another club.

4.9 **Membership fees:**

- (a) The Committee will decide any membership and other fees payable by Members and the due date for those fees. The Committee may determine different levels of membership fees and other fees for different types of Members, and may include entrance fees, and any regional and/or regional water polo body fees in any fees payable by Members or require the same to be paid by Members. Membership fees may change at any time and from time to time.
- (b) Members may be required to pay a levy or similar fee to assist the Club with the funding of any special project or to further the interests of the Club, including competition costs, travel costs, training costs, which the Club may assume on the recommendation of the Committee.

4.10 **Member register:**

- (a) The Committee will keep an up-to-date Member register, which includes each Member's name, Contact Details, the date they became a Member and any other information required from time to time by the Committee (including any information required by any national or regional water polo body to which the Club is subject).
- (b) A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Committee becomes aware of changes of the information recorded in the Member register. The Committee will keep a record of those who have ceased to be a Club member within the previous seven (7) years and the date on which they ceased to be a member.

4.11 **Transfer:** A Member who wishes to transfer to another club or other water polo body or association must complete the relevant clearance forms, as determined by the Committee from time to time, in the presence of the Secretary who shall sign the form and forward to the relevant club or other water polo body or association. A transfer action will only be undertaken if the Member has paid all outstanding fees, has no debts outstanding and is otherwise not prevented from transfer under the terms of this Constitution or the Bylaws, which shall include the approval of the Committee (in its discretion).

5. **General Meetings**

5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Committee decides, but not more than 6 months after the balance date of the Club and not more than 15 months after the previous AGM.

5.2 **Notice of AGM:** The Members must be given at least 21 days' notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website, by email and/or posting on the Club's social media page(s).

5.3 **Business of AGM:** The following business will be discussed at the AGM:

- (a) confirmation of the minutes of the previous AGM;
- (b) the Committee's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;

- (ii) the annual financial statements;
 - (iii) if required under any applicable law, the auditor's audit or review report to members on the financial statements audited by a qualified auditor or the review report of the financial statements;
 - (iv) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
- (c) the election of the Chairperson, Vice Chairperson, Secretary, Treasurer, Club Captain, any further positions as may be determined by the Committee, and any Committee Members;
 - (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (e) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 14 days before the date of the AGM.
- 5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least seven (7) days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Ordinary Resolution to discuss any other items.
- 5.6 **Calling of SGM:** The Committee must call a SGM if it receives a written request stating the purpose of the SGM from the Committee itself or by at least 10 Members.
- 5.7 **Notice of SGM:** Members must be given at least 14 days' notice of the SGM, unless the Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.
- 5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 5 Members who are entitled to vote, including Members present by casting votes by electronic means or by proxy. The quorum must always be present during the General Meeting.
- 5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.12 **Control of General Meetings:** The Chairperson chairs General Meetings. If that person is unavailable, a Committee Member (appointed by the Committee) will preside. In the absence

of both of those persons, the Members present will elect a person to chair the General Meeting by simple majority.

- 5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:
- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
 - (b) a motion to proceed is put to the meeting and a simple majority of Members voting is obtained in favour of the motion to proceed.
- 5.14 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.
- 5.15 **Voting:** A Member is entitled to exercise one vote on any motion at a General Meeting in person or by proxy.
- 5.16 **Voting by electronic means:** Voting by electronic means is permitted.
- 5.17 **Voting by proxy:** Proxy voting is permitted. The chair of the General Meeting must receive notice of the proxy signed by the Member prior to the start of the meeting. The form of the proxy is:
- I [insert name] of [insert address] being a member of the Club appoint [insert name of proxy] as my proxy to speak [and vote] for me at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].*
- 5.18 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or 5 Members or as otherwise required under this Constitution.
- 5.19 **Minutes:** Minutes must be kept of all General Meetings.
- 5.20 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.21 **Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by 75% or more of Members is as valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

6. Committee

- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Committee must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club, including but not limited to:

- (a) borrowing, raising money upon mortgage on the real or personal property of the Club or any part thereof, provided that no money shall be borrowed on the security of any assets of the Club without the approval of Members by way of an Ordinary Resolution at the AGM or Special General Meeting; and
- (b) if, in the event of a Matter occurring which is in the opinion of the Committee not provided for in this Constitution, deciding such Matter, and it may (if it deems necessary so to do) report the Matter and decision to the AGM.

6.2 Composition: The Committee consists of:

- (a) Chairperson;
- (b) Vice Chairperson;
- (c) Secretary;
- (d) Treasurer;
- (e) Club Captain; and
- (f) not less than three (3) additional Committee members and not more than 10 additional Committee members,

provided that at all times at least half of the Committee must be Members.

6.3 Election of Committee Members: Committee Members are elected as follows:

- (a) the Committee must call for nominations for any Committee Member positions that are to be vacated at an AGM at least seven (7) days before the AGM. At the Chairperson's discretion, nominations may also be accepted at the AGM;
- (b) nominations are made in the form decided by the Committee and must be received by the date set by the Committee;
- (c) only Senior Competitive Members, Non-Competing Members (Other), Non-Competing Member (Parent / Guardian), Honorary Members or Life Members who in each case are not in breach of this Constitution (including any arrears in any fees owed to the Club) may be Committee Members;
- (d) the Committee must give notice of the nominations to all Members at least five (5) days before the AGM;
- (e) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
- (f) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (g) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (h) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

- 6.4 **Qualification:** Every Committee Member must, in writing:
- (a) consent to be a Committee Member; and
 - (b) certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act or under section 36B of the Charities Act 2005.

- 6.5 **Disqualification:** The following persons are disqualified from being elected or holding office as a Committee Member:
- (a) subject to Committee approval, a person who is an employee of, or independent contractor to, the Club;
 - (b) a person who is disqualified from being elected or holding office as a Committee Member under section 47 of the Act or under section 36B of the Charities Act 2005; and
 - (c) a person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.

If an existing Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member. If any of the circumstances listed in (b) above occur to an existing Committee Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

- 6.6 **Term of office:** The term of office for all Committee Members is two (2) years, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for a maximum of five (5) consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

- 6.7 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Committee Members may:
- (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace; or
 - (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
 - (c) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.

- 6.8 **Suspension of Committee Member:** If any Committee Member is or may be the subject of an allegation, notice or charge described under clause 6.4 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by Special Resolution suspend the Committee Member from the Committee and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Committee Member must be given notice of the suspension.

- 6.9 **Removal of Committee Member:**
- (a) The Committee may, by Special Resolution, remove any Committee Member from the Committee before the expiry of their term of office if the Committee considers the Committee Member concerned:

- (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Committee Member.
- (b) The Committee Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Committee Member who is the subject of the motion must be given:
- (i) notice that a Committee meeting is to be held to discuss the motion to remove the Committee Member;
 - (ii) adequate time to prepare a response;
 - (iii) the opportunity prior to the Committee meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Committee meeting.

6.10 Committee Member ceasing to hold office: A person ceases to be a Committee Member if:

- (a) the person is absent from three consecutive meetings of the Committee without leave of the Committee;
- (b) their term expires;
- (c) the person resigns by delivering a signed notice of resignation to the Committee;
- (d) the person is removed from office under this Constitution;
- (e) the person becomes disqualified from being an officer under section 47(3) of the Act or section 36B of the Charities Act 2005; or
- (f) the person dies.

6.11 Executive Committee: The Committee may appoint an “Executive Committee” or other sub-Committees from time to time to transact the business of the Committee.

7. Committee meetings

7.1 Calling meetings: Committee meetings may be called at any time by the Chair or by a majority of Committee Members, but generally the Committee meets monthly.

7.2 Meeting procedure: Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure. Notwithstanding this, the standing orders (subject to amendment by the Committee from time to time) for any meeting of the Committee or General Meeting, shall include:

- (a) confirmation of previous minutes;
- (b) apologies for absences;
- (c) business arising from previous minutes;
- (d) material outward / inward correspondence;
- (e) Treasurer’s report and accounts;

- (f) motions to be disposed of;
- (g) reports of (sub) Committees, other Officers or stakeholders; and
- (h) general business.

- 7.3 **Quorum:** The quorum for a Committee meeting is three (3) Committee Members. Any Committee Member may be counted for the purposes of a quorum, participate in any discussion and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Committee meeting can hear each other effectively and simultaneously.
- 7.4 **Chair:** The Chairperson will chair Committee meetings. If the Chairperson is unavailable, another Committee Member must be appointed by the Committee to undertake the Chairperson's role during the period of unavailability.
- 7.5 **Voting:** Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.
- 7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a Committee meeting. Any resolution may consist of several documents in the same form each signed by one or more Committee Members.

8. Officers' Duties

An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of the Club;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to the Club acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of the Club, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or cause or allow the activities of the Club to be carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors;
- (f) must not agree to the Club incurring an obligation unless the Officer believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so; and

- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
- (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,
- if the Officer acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

9. Interests

- 9.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.
- 9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 **Consequences of being Interested:** A Committee Member who is Interested in a Matter:
- (a) must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
 - (c) must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more Committee Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 9.5 **Notice of failure to comply (Conflict of interest disclosure rules):** The Committee must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

10. Patrons

A person may be invited by the Committee to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. A Patron is entitled to attend and speak at General Meetings but has no right to vote.

11. Finances

- 11.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3.
- 11.2 **Balance date:** The Club's balance date is 31 December or on any such other date as the Committee decides.
- 11.3 **Audit or review of financial statements:** If required under any applicable law, the Club's financial statements must be audited or reviewed each year and the audited or reviewed financial statements must be submitted to the AGM. The auditor will be appointed by the Committee.
- 11.4 **Indemnity and insurance:** The Club is authorised to indemnify and effect insurance for any Officer for the matters specified in section 98 of the Act, to the maximum extent permitted by law. The Club indemnifies, to the maximum extent permitted by law, each Officer for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of fraud or wilful default.
- 11.5 **Fundraising:** No Member or group of Members may participate in any fundraising activities using the Club name or any intellectual property of the Club, whether on Club premises or otherwise, without first obtaining the consent of the Committee. The Committee may impose such terms and conditions as it may think fit to any such consent.
- 11.6 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,
- provided no Officer or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

12. Amendments

- 12.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.
- 12.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

13. Bylaws

- 13.1 **Bylaws:** The Committee may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

14. Dispute resolution

- 14.1 **Dispute resolution:** Except as provided under any Bylaws, the Club must resolve any disputes and complaints (as those terms are defined in the Act) in accordance with this Constitution and the dispute resolution procedures as set out in Schedule 2 of the Act.
- 14.2 **Rules binding:** If any question or dispute arises as to the construction of the terms of this Constitution or any Bylaws, or the application thereof, the decision of the Committee thereon shall be final and binding on all members.

15. Liquidation and removal

- 15.1 **Notice:** The Committee must give notice to all Members at least 20 Working Days of a proposed motion:
- (a) to appoint a liquidator;
 - (b) to remove the Club from the Register of Incorporated Societies; or
 - (c) for the distribution of the Club's surplus assets.
- The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.
- 15.2 **Special Resolution:** Any resolution for a motion set out in clauses 15.1(a) to (c) must be passed by a Special Resolution of Members.
- 15.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to organisation(s) with charitable status or any other not-for-profit entity which are exclusively charitable and that share similar purposes to the Club (specifically, where possible, a focus on water polo and related aquatic activities).

16. Matters not provided for

- 16.1 If any matter arises that, in the opinion of the Committee, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Committee.

17. Transition

- 17.1 **Transition:** This clause 17 applies to facilitate transition of the Club from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.
- 17.2 **Power of Committee during transition period:** Subject to the Act, the Committee may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for 18 months and is solely to enable flexibility in the transition of the Club from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.