

# **Rules for the Mahurangi Dive Club Incorporated**

Created 31/5/2007

## **1. NAME**

- 1.1 The name of the Society will be the Mahurangi Dive Club Incorporated hereafter referred to as 'the Club'.

## **2. PRINCIPLES**

The Club is committed to:

- 2.1 Promote recreational diving

## **3. OBJECTS**

The objects of the Club will be to promote all aspects of diving for all its members. In particular the Club will :

- 3.1 Further the interests of each and every member in the club.
- 3.2 Provide various PADI diving courses for its members from beginner to advanced.
- 3.3 Organise regular diving activities.
- 3.4 Encourage safe diving practices
- 3.5 To suppress any abuse or misconduct by Club members or other persons, considered by the committee to be against the best interests of diving or fishing in all its aspects.
- 3.6 Introduce people to potential diving buddies.

## **4. POWERS**

The Club will have the following powers:

- 4.1 To use its funds as the Executive Committee thinks necessary or proper in payment of its costs and expenses, including the employment and dismissal of counsel, solicitors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactments.
- 4.2 To purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Executive Committee thinks necessary or proper for the purpose of attaining the objects of the Club and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges.
- 4.3 To invest surplus funds in any way permitted by law for the investment of incorporated society funds and upon such terms as the Executive Committee thinks fit.
- 4.4 To borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Executive Committee thinks fit.
- 4.5 To carry on any business.
- 4.6 To do all things as may from time to time be necessary or desirable to give effect to and attain the objects of the Club.

## **5. MEMBERSHIP**

- 5.1 All members must ensure that the Club's constitution rules are abided by and must sign and adhere by the Standard Safety Diving Practices Statement of Understanding form supplied in the membership pack.
- 5.2 The Club will not be held responsible for damage or loss of a members equipment, injury of a member or loss of life of a member.
- 5.3 Members may be accepted, denied or withdrawn at the discretion of the Executive committee.
- 5.4 Any member of the general public with similar objectives and interests as that of the Club and its members are eligible for membership.
- 5.5 Applications for membership to the Club must be returned with the appropriate membership fee.
- 5.6 Each and every diving member of the Club must indicate diving qualifications and submit their log book with their application form. Minimum diving qualification for diving members is PADI Open Water Diver or equivalent. These qualifications shall be deemed to be true and current and the Club shall hold no responsibility for either incorrectly completed applications or fraudulent applications.
- 5.7 A register of members of the Club will be maintained by the Secretary in accordance with the provisions of the Incorporated Societies Act, 1908 and subsequent enactments.
- 5.8 Any person may resign membership of the Club by giving oral or written notice to the Secretary. The Secretary will maintain a record of any resignation.
- 5.9 If a current subscription has not been paid by a member, membership will cease three (3) months after a subscription has lapsed.

### **Expulsion of members**

- 5.10 The procedure for expulsion of members will be as follows:
  - 5.10.1 Any member may be expelled from the Club if they are deemed to have conducted their affairs in direct contravention of any Clause or Sub Clause of the constitution of the Club.
  - 5.10.2 All expulsions and withdrawals of membership are at the discretion of the Executive Committee. Any such expulsion shall be subject to the A.G.M. should such appeal be requested.
  - 5.10.3 A notice of motion to expel a member from the Club must be received by the Executive Committee no less than 60 days before an A.G.M. or Special General Meeting (S.G.M.). The Executive Committee must advise all members of such notice by mail or email, dispatched to each member no later than 30 days prior to the A.G.M. or 14 days before a S.G.M.
  - 5.10.4 The decision to expel a member must be passed by a majority at a duly constituted general meeting.

## **6. GENERAL MEETINGS**

"General Meeting" refers to both Annual General Meeting and Special General Meeting, unless otherwise specified.

- 6.1 The quorum for a General Meeting will be eight (8) members present in person.
- 6.2 At least fourteen (14) days notification of each General Meeting will be given to members in writing or by email at the current address for such members recorded in the register of members. It will be the responsibility of members to keep the office of the informed of their contact details.
- 6.3 Notification of a General Meeting will specify the time, date and place of the meeting. Notification will also describe in a general way all the matters that will arise to be considered and specify what further and more detailed information on these matters is available from the Executive Committee. Full information will be provided concerning any proposed amendments to the constitution or any matter which is the business of a Special General Meeting. Such information will be supplied to any member requesting it.
- 6.4 The General Meeting will be chaired by the current Chairperson of the Executive Committee. In the absence of the Chairperson the meeting will elect a person to chair the meeting from among the members present.
- 6.5 All questions will if possible be decided by consensus. However, where a consensus decision cannot be reached on a matter, the decision will, unless otherwise specified in this constitution, be made by a majority vote.
- 6.7 Only current members will be eligible to vote.
- 6.8 Voting will be by a show of hands unless members indicate an alternative preference. If any member requests a secret ballot on any vote or election, a secret ballot will be held.
- 6.9 If voting is tied, the chairperson will have a casting vote.

## **7. ANNUAL GENERAL MEETINGS**

- 7.1 The Annual General Meeting will be held annually during the months of April, May or June.
- 7.2 The Annual General Meeting will carry out the following business:
  - 7.2.1 Receive the minutes of the previous Annual General Meeting and of any other General Meeting held since the last Annual General Meeting.
  - 7.2.2 Receive the balance sheet and statement of income and expenditure for the past year and the estimate of income and expenditure for the current year.
  - 7.2.3 Elect the officers and other ordinary members of the Executive Committee of the Club (see section 9.1).
  - 7.2.4 Conduct any other business which may properly be brought before the meeting.

## **8. SPECIAL GENERAL MEETINGS**

- 8.1 Special General Meetings may be called by the Executive Committee at their discretion.
- 8.2 Notice of a Special General Meeting together with the notification of the purpose of such a meeting shall be sent by mail or email to all members, such notification being sent not less than 14 days before the date of the Special General Meeting.
- 8.2 A Special General Meeting will only consider business related to the reason for which it is called, as notified to the members (see section 6.3).

**9. EXECUTIVE COMMITTEE**

- 9.1 Only financial members of the Club can fill Executive Committee positions.
- 9.2 The Executive Committee will be composed of a Chairperson, Vice Chairperson, Secretary, Treasurer and no more than three (2) ordinary members.
- 9.3 The Executive Committee will have the power to fill any places vacant following the Annual General Meeting, or any vacancy that arises in the Executive Committee or among its named officers until the next Annual General Meeting.
- 9.4 Elected members of the Executive Committee will retire at each Annual General Meeting, but will be eligible for re-election at the same and subsequent meetings. Newly elected Executive Committee members will take office immediately upon their election.
- 9.5 Nominations for elected positions on the Executive Committee, including officer-bearers, may be by way of written nomination signed by a current member and endorsed with the consent of the nominee and given to the Secretary at least seven (7) days before the day fixed for the Annual General Meeting. No nomination may be withdrawn after the date on which nominations close. If there are insufficient nominations to fill the vacant positions on the Executive Committee, oral nominations may be received at the Annual General Meeting, provided that no member will be elected who has not consented to being nominated.
- 9.6 The procedure for meetings will be as follows:
- 9.6.1 A quorum will be at least half of its members.
- 9.6.2 If a member of the Executive Committee, including an office-bearer, does not attend three (3) consecutive meetings without leave of absence that member may, at the discretion and on decision of the Executive Committee, be removed from the Executive Committee.
- 9.6.3 All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands.
- 9.6.4 If the voting is tied, the Chairperson will exercise a casting vote.
- 9.6.5 Each meeting will be chaired by the Chairperson of the Club or, in her/his absence, by a person appointed by the Executive Committee.
- 9.7 The Executive Committee will meet at least four (4) times every year. Meetings may be held in person or by any other means of communicating as decided on by the Executive Committee from time to time. All members of the Executive Committee, including office-bearers, will be given at least (7) days notice of the meeting by the Secretary, verbally or in writing.
- 9.8 The Secretary will ensure that a minute book is maintained which is available to any member of the Club and which, for each meeting of the Executive Committee, records
- 9.8.1 the names of those present;
- 9.8.2 all decisions which are required by the constitution or by law to be made by the Club; and
- 9.8.3 any other matters discussed at the meeting.
- 9.9 The Executive Committee will at all times be bound by the decisions of the members at General Meetings.

**10. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO OBJECTS**

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

**11. POWER TO DELEGATE**

- 11.1 The Executive Committee may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Executive Committee exercise or perform the delegated powers or duties in the same way and with the same effect as the Executive Committee could itself have done.
- 11.2 Any committee or person to whom the Club has delegated powers or duties will be bound by the charitable terms of the Club and any terms or conditions of the delegation set by the Executive Committee.
- 11.3 The Club will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Executive Committee.
- 11.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a member of the Club.

**12. FINANCIAL ARRANGEMENTS**

- 12.1 The financial year of the Club will be from 1 April to 31 March the following year.
- 12.2 All monies received by and on behalf of the Club shall be lodged to the credit of the Club in a Bank account specified by the Executive Committee.
- 12.3 All disbursements shall be signed by the Treasurer and one other Executive Committee member, who has been elected at the A.G.M. to hold signing authority.
- 12.4 The Treasurer will ensure that true and fair accounts are kept of all money received and expended.
- 12.5 The Treasurer shall give a full report, detailing income, expenditure, assets and liabilities at the the A.G.M.. The Treasurer is also responsible for submitting the annual financial report to the Registrar of Incorporated Societies.
- 12.6 The Executive Committee may arrange for the accounts of the Club for that financial year to be audited by a person appointed for that purpose.

### **13. COMMON SEAL**

- 13.1 The Common Seal states “Common Seal of the Mahurangi Diving Club Incorporated”
- 13.2 The Common Seal of the Club will be kept in the custody and control of the Secretary.
- 13.3 When required, the Common Seal will be affixed to any document following a resolution of the Club and will be signed by the Treasurer and one other person appointed by the Executive Committee.

### **14. INDEMNITY**

- 14.1 No Officer or member of the Executive shall be liable for the acts or defaults of any other Officer or member of the Executive or any loss occasioned thereby, unless occasioned by their wilful default or by their wilful acquiescence.
- 14.2 The Officers, Executive and each of its members shall be indemnified by the Club for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their wilful default.

### **15. DISPOSITION OF SURPLUS ASSETS**

- 15.1 The Club may be wound up if at a General meeting of its members, it passes a resolution to wind up, and the resolution is confirmed at a subsequent general meeting called together for that purpose and held not earlier than 30 days after the date on which the resolution to be confirmed was passed.
- 15.2 Any surplus assets after the payment of all outstanding liabilities will be distributed among such community organisations in New Zealand that have similar objects to the Club and as the members will decide in a General Meeting. If the Club is unable to resolve any disagreement over the distribution of surplus assets then the provisions of Section 27 of the Incorporated Societies Act 1908, or the relevant provisions of subsequent enactments, will apply.

### **16. ALTERATION OF RULES**

The rules of the Club may only be amended in any way by a 2/3 majority of eligible members personally present at any General Meeting, provided that no addition to or alteration of the objects clause (Section 3), the pecuniary profit clause (Section 10), the activities limited to New Zealand clause (section 17), or the winding up clause (Section 18) will be approved without the prior consent of the Department of Inland Revenue.