

Constitution of the Mercury Bay Aero Club Incorporated

INTRODUCTION

- A. The Mercury Bay Aero Club Incorporated (the 'Club') is an incorporated society that was incorporated on 16 November 1948 and is governed by a Constitution and Rules last updated on 18 April 2021.
- B. The Club has decided to approve this new Constitution (dated 28 February 2026) to take effect on registration according to the procedures set out in clause 10 of schedule 1 of the Incorporated Societies Act 2022. This Constitution replaces the previous Constitution and Rules of the Club.

DIRECTORY OF HEADINGS

1. Name
2. Interpretation
3. Purpose
4. Not-for-Profit Club
5. Powers
6. Membership
7. Membership Classes
8. Election and Register of Members
9. Subscriptions and Joining Fees
10. Member Obligations and Rights
11. Conduct
12. Alteration of Constitution
13. General Meetings
14. Committee
15. Duties of Officers
16. Other Appointments
17. Financial
18. Sub Committees
19. Contracting Method
20. By-Laws
21. Borrowing Powers
22. Registered Office
23. Gratuities
24. Indemnities of Officers
25. Dissolution and Request for Removal from Register
26. Matters Not Provided For
27. Pecuniary Profit
28. Dispute Resolution
29. Repeal and saving
30. Declaration

ANNEXURE ONE

Disputes Resolution Procedures

1. How a Complaint is Made
2. Investigating and Determining a Dispute
3. Person who Makes a Complaint has a Right to be Heard
4. Person who is the Subject of a Complaint has a Right to be Heard

1. NAME

The name of the Society is the **MERCURY BAY AERO CLUB INCORPORATED.**

2. INTERPRETATION

2.1 In the interpretation of this Constitution unless a contrary intention is expressed or there is an inconsistency in the context:

‘**the Act**’ means the Incorporated Societies Act 2022, its regulations and any subsequent amendments.

‘**Airfield**’ means the Club's land and buildings at 2 Moewai Road, Whitianga.

‘**Club**’ means the Mercury Bay Aero Club Incorporated.

‘**Committee**’ means the Committee Members responsible for conducting the business of the Club, elected in accordance with this Constitution.

‘**Committee Member**’ means a member of the Committee, including an Officer of the Committee.

‘**Financial Year**’ means the period commencing on the 1st day of March in each year and ending on the last day of February in the succeeding year or such earlier date as may be resolved by the Club at its Annual General Meeting or a Special General Meeting.

‘**General Meeting**’ means an Annual General Meeting or a Special General Meeting of the Club.

‘**Member**’ or ‘**Members**’ means those members for the time being and anyone admitted as a member of the Club in accordance with this Constitution.

‘**Notice**’ includes any notice given in writing by post, courier, email, agreed means of electronic communication, or handed to the person in question.

‘**Officer**’ means a Committee Member who holds a particular office as described in this Constitution.

‘**Purpose**’ means the purpose of the Club as described in this Constitution.

‘**Resolution**’ means a resolution passed by a majority of those present and entitled to vote at a General Meeting of the Club or at a committee meeting.

‘**Special Resolution**’ means a resolution passed by a three-quarters majority of those present and entitled to vote at a General Meeting.

‘**Secretary**’ means either the honorary secretary or when that office is left vacant in accordance with clause 14.2.1 a paid employee of the Club or other person who carries out the duties of Secretary.

2.2 A reference to this Constitution includes any variation of it.

2.3 Headings shall not affect the interpretation of these Constitution.

2.4 The singular includes the plural and vice versa.

2.5 Words signifying one gender only shall extend to include all persons.

2.6 A reference to a person includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).

2.7 A reference to writing or written includes emails.

2.8 References to statutes and regulations refer also to statutes and regulations amending, consolidating or re-enacting the statutes and regulations first mentioned.

3. PURPOSE

3.1 The Club's purpose is to promote and encourage aviation and associated activities within the Mercury Bay region which may include, but are not limited to, any of the following:

- 3.1.1 To own and operate Whitianga Airfield, primarily for the benefit of Members, but also for the wider local community.
- 3.1.2 To provide facilities and support for club activities, flight training and aviation education.
- 3.1.3 To organise events, competitions, and social activities related to aviation.
- 3.1.4 To foster a local community of aviation enthusiasts and professionals.
- 3.1.5 To acquire and/or operate aircraft and related aviation and airfield equipment.
- 3.1.6 To enter into agreements and contracts including for property, and to do such things deemed necessary, including obtaining aviation licences, to support attainment of the purpose above.

4. NOT-FOR-PROFIT CLUB

4.1 Unless acting in accordance with the Act, the Club is a not-for-profit entity, and it will not pay any dividend or part of its money, property or other assets to its Members unless in accordance with the Act.

5. POWERS

- 5.1** Subject to clauses 4 and 5.3, the Club has full capacity, powers and privileges, as set out in section 18 of the Act.
- 5.2** Nothing in this Constitution authorises the Club to do anything which contravenes or is inconsistent with the Act or any other legislation.
- 5.3** The Club's capacity, powers and privileges are subject to the borrowing restrictions of clause 21.

6. MEMBERSHIP

- 6.1** Members shall include all individuals who are Members of the Club at the time this Constitution is adopted or who are elected as a Member pursuant to clause 8.
- 6.2** The Club will maintain the minimum number of Members required by the Act, being a minimum of ten Members.
- 6.3** Except as provided in clause 6.4 anyone who is interested in aviation shall be eligible for membership of the Club.
- 6.4** No person who is a permanent employee of the Club shall be eligible for membership other than as an Honorary Member. Any Member who subsequently becomes a permanent employee of the Club shall forthwith resign from membership of the Club unless appointed as an Honorary Member by the Committee.

7. MEMBERSHIP CLASSES

Members shall be divided into the following classes:

- 7.1** 'Pilot Members' being (i) persons who hold, or have held, a valid pilot's licence of any category; and/or (ii) persons who have completed not less than five hours of flying training with the Club, but who do not hold a pilot's licence.
- 7.2** 'Associate Members' being persons who are interested in the welfare and activities of the Club, but who are not pilots.

- 7.3 **'Honorary Members'** being persons (including employees of the Club) to whom the Committee shall from time to time resolve to extend the privileges of membership. The privileges of Honorary Members shall be as determined by Resolution of the Committee from time to time.
- 7.4 **'Life Members'** being persons to whom the Club specially desires to show its appreciation for past services to the Club or who have greatly distinguished themselves in public life or in the promotion of aviation.
- 7.5 **'Junior Members'** being persons attending school or some other educational institute on a full-time basis or who are under the age of 16 years.
- 7.6 **'Family Members'** being families of persons, one or more of whom are eligible for membership in the categories of Pilot Members or Junior Members.
- 7.7 **'Affiliate Members'** being persons who are members of other aero clubs affiliated to the Royal New Zealand Aero Club Incorporated. The privileges of Affiliate Members shall be as defined in any agreement between the Club and the Royal New Zealand Aero Club Incorporated or in the absence of any such agreement as determined by Resolution of the Committee from time to time.
- 7.8 **'Corporate Members'** being corporations to whom the Committee shall extend corporate membership, the term and privileges of which may be defined by Resolution of the Committee from time to time.
- 7.9 Members previously designated as 'Flying Members' shall at the time this Constitution is adopted, become either 'Pilot Members' or 'Associate Members' according to the definitions above.

8. ELECTION AND REGISTER OF MEMBERS

- 8.1 Applicants for membership as Pilot Members, Associate Members, Junior Members, Family Members or Corporate Members shall apply for membership on a form prescribed by the Committee from time to time. Applications for membership shall be submitted to the Secretary and shall be considered by the Committee at its next meeting and must satisfy the Committee that the applicant will abide by and has an interest in the Purpose of the Club. Every applicant must, as part of the application, consent in writing to become a Member and acknowledge that, if admitted, they agree to comply with this Constitution and any bylaws and regulations made under it. Unless the applicant notifies the Club in writing otherwise, the applicant agrees that notices and other communications may be sent electronically to the email address (or other electronic address) recorded in the register of Members.
- 8.2 The candidate for membership should be nominated and seconded by two existing Members, both of whom would be eligible to vote on any resolution at any General Meeting of the Club who should both sign the application form.
- 8.3 The Committee shall consider every application for Membership submitted in the correct form and in respect of which any required entrance fee has been paid at its next regular meeting and shall by Resolution admit or reject the candidate as a member of the Club and shall define the class of membership in the resolution.
- 8.4 The minutes of the Committee meeting shall record approved Membership applications, the forms for which shall be retained as a permanent record by the Club.
- 8.5 No person who has been struck off the Membership roll for non-payment of subscription fees, dues or levies shall be eligible for re-election until those arrears together with any collection or other costs which may have been incurred by the Club in respect of those arrears, have been paid to the Club.
- 8.6 A candidate whose Application for Membership is declined by the Committee will not be eligible to re-apply until a period of six months has expired from the date of the Committee decision declining the application.
- 8.7 The Society must maintain an up-to-date register of Members that records, for each Member:

- 8.7.1 Full name;
 - 8.7.2 The last known contact details sufficient to allow the Society to contact the Member (including at least one of postal address, email address, or phone number);
 - 8.7.3 The date on which the person became a Member;
 - 8.7.4 The date on which the person ceased to be a Member (if applicable).
 - 8.7.5 Subscriptions paid.
- 8.8** The register must be kept in a secure form (electronic or hard copy) and updated as soon as reasonably practicable after any change.
- 8.9** A Member may, on reasonable notice, inspect their own entry and request correction of any inaccuracies.
- 8.10** The Committee must ensure the register is used only for Club purposes and managed consistently with clause 8.14.
- 8.11** Members must notify the Committee of any change to their information recorded on the register of Members.
- 8.12** By joining the Club, Members agree that unless they request in writing otherwise, their name and contact information may be shared by the Committee with other Members of the Club.
- 8.13** Any Member may make a written request for access to the following information:
- 8.13.1 The constitution and any by-laws;
 - 8.13.2 Minutes of general meetings;
 - 8.13.3 Approved annual financial statements and the most recent annual return filed;
 - 8.13.4 The names of current Committee Members and statutory officers, and the registered office address;
 - 8.13.5 The Club's conflict of interest disclosures register (excluding personal contact details and any information that would unreasonably breach privacy).
- The Committee must provide the requested information as soon as reasonably practicable, subject to:
- 8.13.6 Redacting information where disclosure would unreasonably prejudice the privacy of an individual, the Society's lawful interests, or legal privilege; and
 - 8.13.7 Recovering reasonable copying or transmission costs (if any), notified in advance.
- 8.14** The Club must collect, use, disclose, and store personal information only for lawful Club purposes and in a manner consistent with applicable privacy laws. The Club must take reasonable security safeguards to protect personal information against loss, unauthorised access, use, modification, or disclosure. Members consent to the Club their contact details for Club purposes, including notices of meetings, ballots, and events. Members may request access to, and correction of their personal information held by the Club.

9. SUBSCRIPTIONS AND JOINING FEES

- 9.1** An annual membership subscription and joining fee shall be payable by all Members other than Honorary Members and Life Members. The amount of annual membership subscription and joining fee for each class of membership shall be determined at each Annual General Meeting and may not be less than 75% of the amount recommended by the Committee.
- 9.2** The Annual Membership Subscription year will run from the 1st day of July to the 30th day of June each year. The annual subscription for all existing Members shall forthwith be payable

by the 20th of July each year.

- 9.3** The Annual Subscription for all Members whose applications are approved after the date of the Annual General Meeting, shall be the amount set at the meeting as the subscription for Club purposes, reduced by 25% in respect of each complete three months that have elapsed following the 1st day of July, plus an amount equivalent to all levies or dues payable by the Club to any other organisation as a result of the membership.
- 9.4** The Annual Subscription for all Members whose applications for membership are approved after the Annual General Meeting falls due on the day that their application is approved by the Executive and is payable on the 20th of the following month.
- 9.5** No Member whose Subscription is not fully paid after the expiration of two calendar months after the date on which it became due shall be entitled to the use of the Club's privileges or be entitled to speak or vote at any meeting of the Club.
- 9.6** A Member's membership will be terminated if:
- 9.6.1 The Member has given notice of resignation in writing to the Secretary and paid any subscriptions due on that date. Subject to complying with these requirements, he or she shall not become liable for any subscriptions which become payable after the date on which that notification is received.
- 9.6.2 The Committee so decides after any subscription, levy due, or other amount owing to the Club has remained unpaid for more than six calendar months after it became due.
- 9.6.3 The Member is expelled as a result of a complaint.

10. MEMBER OBLIGATIONS AND RIGHTS

- 10.1** Members shall be held to consent to and be bound by the clauses in this Constitution and by any order, by-laws, and regulations issued pursuant to this Constitution from time to time. The decision of the Committee as to the interpretation and application of any such order, by-law or regulations shall be final and conclusive.
- 10.2** The Committee may decide what access or use Members may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the Club, and to participate in Club activities, including any conditions of and fees for such access, use or involvement.
- 10.3** No Member is liable for an obligation of the Club by reason of only being a Member.

11. CONDUCT

- 11.1** All Members shall always comply fully with this Constitution, and all regulations and by-laws of the Club.
- 11.2** If representations be made to the Committee that the conduct of any Member (including by way of criminal conviction) is injurious to the character and/or interest of the Club, the matter shall be dealt with at the first of either the next regular meeting of the Committee or a special Committee meeting called for that purpose.
- 11.3** Should the Committee deem it necessary they may require the Member to attend the meeting or a subsequent meeting, due written notice of which shall be furnished to him, and on receipt of such notice it shall be obligatory on the Member to appear before the Committee.
- 11.4** After considering the complaint and the Member's response the Committee must resolve to take any one or more of the following actions:
- 11.4.1 Dismiss the complaint.
- 11.4.2 Issue a written reprimand.

- 11.4.3 Suspend the Member's privileges for a period of up to six months.
 - 11.4.4 Require the Member to undertake at his own cost any programme of counselling or retraining that in the opinion of the Committee is required, with the additional power to suspend any or all of a Member's privileges until it is satisfied that the retraining or counselling has been carried out.
 - 11.4.5 Expel the Member.
 - 11.4.6 Notify Club Members only of the complaint, the issues it has considered, and the action taken, including at its option naming the Member concerned.
- 11.5** For the avoidance of doubt:
- 11.5.1 Where representations are made to the Committee that the conduct of a Member is injurious to the character and/or interests of the Club (including alleged misconduct), the matter must be dealt with under this Conduct clause 11;
 - 11.5.2 Where a matter is primarily a dispute about the interpretation or application of this Constitution, the Act, or the rights or interests of Members, Committee Members, or the Club, the Disputes Resolution Procedures in Annexure 1 must be followed; and
 - 11.5.3 If there is uncertainty as to whether clause 11 or Annexure 1 applies, the Committee (or, if appropriate, the Elector under Annexure 1) will determine which procedure applies, and may require the matter to be dealt with under either clause 11 or Annexure 1 (or both sequentially) in order to ensure a fair and efficient process.
- 11.6** If a previously expelled Member later seeks re-admission to the Club, then that re-admission must be approved by a minimum of seven Committee Members.
- 11.7** Appeal
- 11.7.1 Any Member who is subject to any decisions of the Committee as set out in the preceding sub-clause may require the Committee to hold a special meeting with the Member within one calendar month of the date of the decision, to review that decision. At that meeting the Member may be accompanied by one person to assist in arguing his case.
 - 11.7.2 At that meeting the Committee must confirm, amend or rescind any decision previously made.
 - 11.7.3 If the Committee decision resulted in the expulsion of the Member, he may within one calendar month of the confirming Committee meeting require a Special General meeting of the Club to be called to review the Committee's decision, and any decision of Members at that Special General Meeting will be final.

12. ALTERATION OF CONSTITUTION

- 12.1** Except in the case of Clause 12.6, no addition to, alteration, amendment or rescission of this Constitution shall be made except at a General Meeting of the Club of which correct notice has been given.
- 12.2** Full details of the proposed alteration, amendment or rescission of this Constitution shall be given in the Notice calling the General Meeting.
- 12.3** Any resolution which requires alteration, amendment or rescission of this Constitution must be passed by a majority of at least 75% of the Pilot Members, Life Members and the representative of Family and Corporate Members entitled to vote on the matter
- 12.4** No alteration, amendment or rescission of this Constitution is valid until it has been accepted by the Registrar who shall be provided with a copy of the amendment and the amended Constitution within 25 working days after the amendment has been passed.
- 12.5** No addition to or alteration or rescission of this Constitution shall be approved if it affects the non-profit aims, personal benefit, or winding-up clauses.

- 12.6** The Committee may amend the terms of this Constitution by a unanimous resolution of the Committee if the amendment complies with the following provisions:
- 12.6.1 The amendment must have no more than a minor effect or may be to correct errors or make similar technical alterations.
 - 12.6.2 The Committee must provide written Notice of the amendment to every Member of the Club with the Notice stating the text of the amendment and the right of the Member to object to the amendment.
 - 12.6.3 If no Member objects within 30 days of the date the Notice being sent, then the Committee may make the amendment. If any Member objects within 30 days of the Notice being sent, then the Committee may not make the amendment.

13. GENERAL MEETINGS

- 13.1** The Annual General Meeting of the Club, for which minutes shall be kept, shall be held within the four months following the end of the Club's financial year, or as soon thereafter as may be practicable, but no later than fifteen months after the previous Annual General Meeting
- 13.2** At the Annual General Meeting, the Committee must present:
- 13.2.1 An annual report on the operations and affairs of the Club during the most recently completed accounting period.
 - 13.2.2 The financial statements of the Club for that period.
 - 13.2.3 Notice of the disclosures, or types of disclosures, made under section 63 of the Act (disclosure of interests) during that period (including a summary of the matters, or types of matters, to which those disclosures relate).
- 13.3** The Committee may put forward motions for the Club to vote on, which will be notified to Members with the Notice of the Meeting.
- 13.4** A Voting Member may request that a motion be voted on at an Annual General Meeting by giving Notice to the Committee at least fourteen days before that Annual General Meeting, along with information to support that motion.
- 13.5** Any General Meeting of the Club, other than the Annual General Meeting will be a Special General Meeting, for which minutes shall be kept.
- 13.5.1 A Special General Meeting may be called at any time by:
 - 13.5.1.1 Order of the Committee.
 - 13.5.1.2 A requisition stating the business to be considered signed by at least 30% of the Members of the Club who under this Constitution would be entitled to vote on the subject of the meeting.
 - 13.5.1.3 A requisition by a Member who has been expelled, and whose expulsion has been confirmed by the Committee as provided in the Conduct section of this Constitution.
 - 13.5.2 Where a complying requisition is received, the Committee must immediately convene a Special General meeting to be held within 42 days of the date on which the requisition was received by the Secretary.
- 13.6** At least 14 clear days' notice of any General Meeting, not including the date of dispatch and the date of the meeting must be given to all Members entitled to vote at the Meeting.
- 13.7** Notification to Members of a General Meeting must include:
- 13.7.1 Posting a notice on the Notice Board in the Clubrooms, within three days of the meeting

being called.

- 13.7.2 Sending by post or email to the communication address provided by each Member a notice calling the meeting and specifying in full detail the business to be undertaken, within three days of the Meeting being called and updated if required within five days of the meeting taking place.
- 13.7.3 A notice shall be deemed duly served when dispatched to the preferred communication address nominated by each Member.
- 13.7.4 The accidental omission to give to or non-receipt of a notice by a Member shall not invalidate any resolution passed at any meeting.

13.8 At all General Meetings of the Club a quorum will be the greater of 15 Members present in person, or 15% of all the Members entitled to vote on the subject matter present in person or by correctly appointed proxy.

- 13.8.1 No business shall be transacted at a General Meeting without a quorum present.
- 13.8.2 If no quorum is present the meeting shall be adjourned for no longer than six weeks to the same time and place, if possible, with Notice of the adjournment given to all Members. At the adjourned meeting, the Voting Members present will form a quorum.

13.9 Voting

- 13.9.1 Voting on all matters at General Meetings shall be on a show of hands unless the Chairperson decides that the vote should be in writing, or three or more Members entitled to vote in person demand that the vote be in writing.
- 13.9.2 The ballot shall be taken in such manner as may be directed by the Chairperson. Unless a ballot is demanded, a declaration by the Chairperson that a resolution has been carried or lost shall be conclusive and any entry to that effect in the Minutes of the Club shall be deemed sufficient evidence thereof without proof of the number or proportion of the votes recorded in favour or against such resolutions.
- 13.9.3 Pilot Members and Life Members shall be entitled to one vote each and one person of a family membership shall be entitled to one vote, providing they do not have any overdue levies or fees. No other membership classes shall be entitled to vote.
- 13.9.4 In addition to the votes of Members present and eligible to vote at any Annual or Special General Meeting of the Club, a vote signed by the Member and witnessed by a Justice of the Peace, Solicitor or Notary Public and received by the Secretary of the Club by 4.00pm on the day before the meeting shall be valid and effectual as if the Member had been present and voting at the meeting.
- 13.9.5 Subject to this Constitution, the number of votes required to reach any decision will be a majority of the Members present and entitled to vote at the General Meeting.
- 13.9.6 If it is proposed that a vote is held on any matter that was not included in the Notice, then a new General Meeting must be called to consider that matter.
- 13.9.7 A resolution in writing can be made in lieu of a General Meeting providing that at least three-quarters of Members eligible to vote must vote in favour of the resolution for it to be successful. Such a resolution may consist of several documents including by email which assent to the resolution.
- 13.9.8 Subject to the Act and this Constitution, the Committee may determine any other administrative procedures and processes provided this is fair and proper.
- 13.9.9 A Member entitled to vote at a general meeting may appoint another Member as their proxy to attend and vote on their behalf. The appointment of a proxy must:
 - 13.9.9.1 Be in writing (including by electronic means), signed by the Member, and state the name of the proxy;

13.9.9.2 Be received by the Society at least 24 hours before the meeting (unless the Chair allows a later time).

A proxy may vote in the same manner as the Member appointing them. A Member attending and voting at the meeting revokes any proxy they have appointed. A Member represented by a proxy is counted as present for quorum purposes.

13.10 Chairman

13.10.1 The President, if present, shall preside at and chair General Meetings of the Club, and in his absence the Vice President, and in the absence of the Vice President it shall be obligatory on Members present to take the chair.

13.10.2 The Chairman of any General Meeting of the Club, where there is an equality of votes, shall have a casting vote, in addition to his own individual vote.

14. COMMITTEE

14.1 Responsibilities

14.1.1 The Committee shall exercise the entire administration and management of the Club and the control of its property and funds and is hereby empowered on behalf of the Club to do, execute and carry out all the matters and things which the Club is authorised to do, execute and carry out except such as are expressly by this Constitution or by any statute for the time being in force required to be exercised or done by the Club at a General Meeting.

14.1.2 Notwithstanding the provisions of clause 14.1.1 the power to sell, transfer or otherwise dispose of the whole or any part of the Airfield in any manner which would substantially reduce the Club's use and occupation of the Airfield shall only be exercised by Special Resolution of Members at a General Meeting of the Club.

14.1.3 Nothing in clause 14.1.2 shall affect or derogate from the exercise by the Committee of the Club's borrowing powers contained in clause 21, or power to enter leases, licences or other occupancy agreements of parts of the Airfield to Members or other persons.

14.1.4 Except as required elsewhere in this Constitution the Committee is responsible for administration and running of all the Club's affairs.

14.1.5 The Committee may employ whatever staff or contractors on whatever terms and with whatever powers it considers necessary to assist it in meeting its responsibilities.

14.2 Composition and Election

14.2.1 The Committee shall consist of nine Pilot Members elected at the Annual General Meeting, including the President, the Vice President, the Treasurer, the Secretary and the Club Captain, who shall be designated as the Officers of the Club, excepting that the Secretary and Club Captain positions may remain unappointed if there are no nominations for these roles and if the Committee, which must still consist of nine Pilot Members, undertakes to otherwise achieve the functions of these roles.

14.2.2 If a vacancy occurs during the year, more than two months before the expected date of the Annual General Meeting, which reduces the Committee size to less than eight Pilot Members, that vacancy must be filled by the remaining Committee Members making an appointment.

14.2.3 Nomination of candidates as Officers of the Club and to fill any required appointments as Pilot Members of the Committee, shall be made in writing to the Secretary giving at least ten clear days' notice (not including the date of dispatch and the date of the meeting), before the Annual General Meeting and the Secretary shall not less than seven days before such meeting post in the Club rooms the names of the persons so nominated.

14.2.4 If no nomination has been received by the Secretary for the position of any Officer or required appointments as Pilot Members of the Committee (such that the position will

otherwise be vacant) ten days before the Annual General Meeting, then nominations can be received from the floor of the Meeting, and a ballot conducted if necessary.

- 14.2.5 Prior to election or appointment, every Committee Member must consent in writing to becoming a Committee Member and certify that they are not disqualified from being elected or appointed under this Constitution or section 47(3) of the Act.
- 14.2.6 No associated person, as defined by clause 27.2, of a Committee Member may serve concurrently on the Committee with that Member.
- 14.2.7 The term of office of all Committee Members is one year. No person who has completed three consecutive terms as President may serve another term or portion of the term as President until a period of one year has passed since the end of their third consecutive full term of office. A full term of office means the regular term of office for President and does not include portions of a term served by appointment or election to the remainder of an unexpired term vacated by another person.

14.3 Meeting

- 14.3.1 The Committee shall meet when they deem it necessary, and a Committee meeting may be called by the Secretary, or by any three Members thereof upon giving notice to the Secretary.
- 14.3.2 Committee Meetings may be conducted in person or by phone or video conference providing that Members can hear each other well enough throughout the meeting. Committee Members present in this way are eligible to vote and be counted towards a quorum.
- 14.3.3 A resolution in writing (including by email) signed or assented to by not less than three-quarters of the Committee will be as valid and effectual as if it had been passed at a meeting of the full Committee.

14.4 Quorum, Chair, Interests, Remuneration, Contact Person

- 14.4.1 The President, if present, shall preside at and chair Committee Meetings of the Club, and in his absence the Vice President, and in the absence of the Vice President it shall be obligatory on Members present to take the chair. The Chairman of any Committee Meeting of the Club, where there is an equality of votes, shall have a casting vote, in addition to his own individual vote.
- 14.4.2 Five Members of the Committee are required to form a quorum. If no quorum is present the meeting shall be adjourned for no longer than six weeks to the same time and place, if possible, with Notice of the adjournment given to all Committee Members. At the adjourned meeting, the Committee Members present will form a quorum.
- 14.4.3 Where half or more of the Committee Members present at the meeting are not eligible to vote on a matter because they are interested in the matter in accordance with section 62 the Act, the remaining Committee Members may vote on the matter. Where only one Committee Member remains, a Special General Meeting of the Club must be called to determine the matter. This clause shall not apply in the cases of determining lease terms, rents, hireage rates or landing fees, in which cases Committee members shall be entitled to vote on the matter whether interested or not. The Committee may, by unanimous resolution, authorise the payment of remuneration or other benefits, to a Committee Member for their services if satisfied that to do so is fair and reasonable to the Club, providing that such services are deemed to be exceptional and above the normal duties required of that Member.
- 14.4.4 The Committee will appoint one contact person for the Registrar of incorporated Societies, who must be at least 18 years of age and who is resident New Zealand.

14.5 Conflicts of Interest and Disclosure of Interests

- 14.5.1 The purpose of this clause is to ensure compliance with the Act and to ensure that decisions of the Committee are made in the best interests of the Club, free from improper

influence.

14.5.2 For the purposes of this Constitution, an Officer has an “interest” in a matter if the Officer:

14.5.2.1 may obtain a financial benefit from the matter; or

14.5.2.2 is the spouse, partner, child, parent, sibling, or other close family member of a person who may obtain a financial benefit from the matter; or

14.5.2.3 may obtain a benefit (financial or otherwise) because the matter affects a business, trust, partnership, company, incorporated society, or other entity in which the Officer has an interest; or

14.5.2.4 is a director, officer, trustee, employee, contractor, or advisor of a person or entity who may obtain a financial benefit from the matter; or

14.5.2.5 has any other direct or indirect personal interest that may reasonably be perceived as influencing the Officer’s ability to act impartially in the best interests of the Club.

However, an Officer is not “interested” in a matter merely because the Officer (or an associated person) has an arrangement, contract, lease, licence, or other transaction with the Club, if the matter being considered is not directly related to, and does not “materially affect”, that arrangement, contract, lease, licence, or other transaction. For the avoidance of doubt:

14.5.2.6 A matter will not “materially affect” an Officer if that arrangement, contract, lease, licence, or other transaction is on equal terms as other Members of the Club.

14.5.2.7 A matter is “directly related to” an arrangement, contract, lease, licence, or transaction if it concerns the terms, renewal, variation, enforcement, termination, breach, or review of that specific arrangement, contract, lease, licence, or transaction.

14.5.2.8 A matter is not “directly related to” an Officer’s arrangement, contract, lease, licence, or transaction merely because the Officer has an arrangement of the same general type with the Club. An Officer must not be treated as interested in a matter merely because the Officer belongs to a class of Members who may be affected in the same way as Members generally.

14.5.2.9 By way of example, a decision relating to a rent review, enforcement, renewal, or variation of a particular hangar lease that materially affects only the Officer who is party to that lease (and any associated person), does not make other Officers interested merely because they also lease a hangar from the Club.

14.5.3 An Officer must disclose the nature and extent of their interest as soon as practicable after the Officer becomes aware that they are interested in a matter that is to be considered by the Committee.

14.5.4 A disclosure must be made:

14.5.4.1 at a Committee meeting; or

14.5.4.2 in writing to the Secretary (including by email) if the matter is urgent or arises between meetings

14.5.5 The Secretary must:

14.5.5.1 Record every disclosure in the minutes of the relevant Committee meeting (or the next Committee meeting if disclosure was made between

meetings); and

14.5.5.2 Maintain a register of Officers' disclosures of interests

14.5.6 Unless the Committee resolves otherwise under clause 14.5.7, an Officer who is interested in a matter:

14.5.6.1 must not vote on the matter; and

14.5.6.2 must not participate in discussion or decision-making relating to the matter; and

14.5.6.3 must leave the room (or leave the video/telephone conference) while the matter is being discussed and decided.

14.5.7 The Committee may, by resolution (excluding the vote of the interested Officer), permit the interested Officer to remain present and provide information or answer questions, if the Committee considers that the Officer's participation is necessary or helpful. If permitted, the Officer must still not vote on the matter unless the Act expressly permits voting in the circumstances.

14.5.8 If half or more of the Officers present at a Committee meeting are not eligible to vote on a matter because they are interested in the matter:

14.5.8.1 the remaining Officers may vote on the matter if a quorum remains;

14.5.8.2 if only one Officer remains eligible to vote, the Committee must refer the matter to a General Meeting for decision by the Voting Members; and

14.5.8.3 the Committee may, prior to referring the matter to a General Meeting, obtain an independent report or advice to assist Members in making an informed decision.

14.5.9 The Club may enter an arrangement, contract, lease, licence, or other transaction with an Officer or a person associated with an Officer only if:

14.5.9.1 the Officer has fully disclosed the interest under this clause; and

14.5.9.2 the Committee is satisfied that the transaction is fair to the Club and on terms no less favourable to the Club than would reasonably be expected if the transaction was with an unrelated party; and

14.5.9.3 the transaction is approved by resolution of the Committee excluding the interested Officer; and

14.5.9.4 the reasons for the decision are recorded in the Committee minutes.

14.5.10 Without limiting this clause, the following are examples of matters that are likely to create an interest and require disclosure:

14.5.10.1 where treatment of the Member materially affects that Member; and involves

14.5.10.2 any contract for maintenance, fuel supply, construction, professional services, or airfield works;

14.5.10.3 any decision on hireage, landing fees, fuel charges, rebates, or discounts;

14.5.10.4 any insurance, claims, or dispute;

14.5.10.5 any disciplinary or dispute resolution process.

14.5.11 If any Officer fails to disclose an interest in accordance with this clause, the Committee may:

14.5.11.1 issue a written warning; and/or

14.5.11.2 remove the Officer from any delegated role; and/or

14.5.11.3 recommend to Members at a General Meeting that the Officer be removed from office; and/or

14.5.11.4 take any other action permitted by the Act and this Constitution.

14.5.12 The Committee must report at each Annual General Meeting a summary of disclosures made under this clause during the most recent financial year, consistent with section 63 of the Act.

14.5.13 This clause applies in addition to, and prevails over, any other clause in this Constitution dealing with pecuniary profit, remuneration, or conflicts of interest to the extent of any inconsistency.

14.6 Removal of Members

14.6.1 Any Member of the Committee who fails to attend three consecutive meetings shall cease to be a Member of the Committee unless he has first obtained leave of absence.

14.6.2 Committee Members may be removed from the office of the Committee if the Committee Member:

(a) Commits an act of bankruptcy.

(b) Dies.

(c) Retires or resigns as a Committee Member by giving prior written notice of their resignation to the Committee.

(d) Becomes disqualified to be an officer of a society in accordance with the Act.

(e) Becomes disqualified to be a Committee Member of the Club in accordance with this Constitution.

(f) Is, in the opinion of the other Committee Members, physically or mentally incapable of acting as a Committee Member.

(g) Is accused or convicted of a criminal offence which in the resolved opinion of a majority of the other Committee Members, makes their position as a Committee Member undesirable.

(h) By Special Resolution of Voting Members at a General Meeting, provided that the Notice of Meeting states that removal of that Committee Member is proposed.

14.7 Electronic Meetings and Voting

14.7.1 General meetings and Committee meetings may be held by audio-visual link or a mix of in-person and audio-visual attendance, provided all participants can hear each other and participate effectively.

14.7.2 Notices, agendas, and papers may be given by electronic means to a Member's last notified email address.

14.7.3 The Club may conduct votes by electronic means (including during a meeting or by electronic ballot) using reasonable procedures to:

14.7.3.1 Verify voter eligibility;

14.7.3.2 Ensure each eligible Member votes once;

14.7.3.3 Maintain the integrity and secrecy of any secret ballot; and

14.7.3.4 Record and retain voting results

14.7.4 Where an electronic ballot is conducted outside a meeting, the notice must specify the resolution, closing date and time, and the method of voting. The resolution passes if the required majority is achieved by the close of voting.

15. DUTIES OF OFFICERS

15.1 President: It shall be the duty of the President to preside at and chair meetings of the Club.

15.2 Vice President: It shall be the duty of the Vice President to assist the President in the discharge of his duties and in his absence to preside at and chair Club meetings and to officiate in his stead.

15.3 Treasurer: It shall be the duty of the Treasurer:

15.3.1 To manage and report on accounts receivable and payable.

15.3.2 To maintain the financial records of the Club and to report these as required at Committee and General Meetings.

15.3.3 To provide financial records and an annual return to the Registrar as required by the Act.

15.4 Secretary: It shall be the duty of the Secretary (or delegate if so appointed):

15.4.1 To keep a true record of the proceedings of all meetings of the Club.

15.4.2 To notify those Members liable of every meeting.

15.4.3 In the case of inability to attend any meeting, to cause the necessary information to be conveyed to the place of the meeting.

15.4.4 To notify the Registrar of any appointment or change to the position of Officers.

15.4.5 To notify the Registrar of any amendments to the Constitution.

15.4.6 To maintain and report on membership records.

15.5 Club Captain: The duties of the Club Captain (or delegate if so appointed) shall be under the direction of the Committee and may include but not be limited to the following:

15.5.1 To coordinate of the Clubs flying and social activities.

15.6 Every Officer must, when exercising powers or performing duties as an Officer of the Club:

15.6.1 act in good faith and in what the Officer believes to be the best interests of the Club;

15.6.2 exercise powers for a proper purpose;

15.6.3 comply with this Constitution and the Act;

15.6.4 exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances;

15.6.5 not allow the activities of the Club to be carried on recklessly or in a manner likely to create a substantial risk of serious loss to the Club's creditors; and

15.6.6 not allow the Club to incur obligations that the Officer does not reasonably believe will be fulfilled.

16. OTHER APPOINTMENTS

The Committee may at its discretion, make the following or other appointments as it deems appropriate.

16.1 Chief Flying Instructor: The duties of the Chief Flying Instructor shall be under the direction of the Committee and may include but not be limited to the following:

16.1.1 To supervise and guide flight training at the Club.

16.1.2 To mentor junior flight instructors at the Club.

16.1.3 To promote best practice in flight training.

16.1.4 To provide regular training reports to the Committee (at least quarterly).

16.2 Safety Manager: The duties of the Safety Manager shall be under the direction of the Committee and may include but not be limited to the following:

16.2.1 To promote safe flying practice at the Club, including the development of documentation and plans as directed by the Committee.

16.2.2 To engage with any parties not adhering to Club safety standards or directions, to educate and to seek their future compliance.

16.2.3 To maintain the NZWT AIP plate in accordance with the directions of the Committee.

16.2.4 To provide regular safety reports to the Committee (at least quarterly).

17. FINANCIAL

17.1 The Club's financial year shall end on the last day of February each year, or such other date as may be decided by the Pilot and Life Members.

17.2 The Committee shall ensure that:

17.2.1 All funds due to the Club are collected when due and lodged immediately to a bank account in the Club's name.

17.2.2 That an annual Statement of Receipts and Payments, and Statement of Position at the last day of the financial year are prepared and available for inspection by Member(s) entitled to vote, at least seven days prior to the Annual General Meeting, and that these have been inspected and reported on by the Club's Licensed Accountant or Auditors by that date.

17.3 Auditor:

17.3.1 At each Annual General Meeting a decision shall be made as to whether to appoint an external and independent auditor to review the Club's financial position and to report on the Statement of Receipts and Payments, and Statement of Financial position to be then presented to Members.

17.3.2 The Auditor must not be a Member of the Executive.

17.3.3 Nothing in this clause limits any requirement under the Act or regulations for the Club's financial statements to be audited or reviewed.

17.4 Payments:

17.4.1 All payments made by the Club must be specifically approved by the Executive, and their approval recorded in the Committee Minutes. This approval should be prior to payment where practicable, or retrospectively where it is not, subject that the President plus one other Committee Member may together approve expenditure of up to \$2000 in any calendar month, such expenditure also being noted in the Committee Minutes.

17.4.2 The written or electronic approvals of any two Committee Members are required to sign any cheque or other payment authorisation on behalf of the Club. The Committee

Members so authorised shall be specifically appointed by the Committee.

18. SUB COMMITTEES

- 18.1** The Committee shall have the power to appoint or arrange for the appointment of such sub-committees as it, from time to time, considers necessary. Each sub-committee must include at least one member of the Committee and must be chaired by a member of the Committee. A sub-committee may include persons who are not members of the Society, but any such person may be appointed in an advisory capacity only and shall not be entitled to vote on any sub-committee decision. Each sub-committee shall have such powers and duties, and be appointed in such manner, as the Committee may determine.

19. CONTRACTING METHOD

- 19.1** Pursuant to a resolution of the Committee, the Club may enter contracts by two Committee Members including one Officer signing under the name of the Club and any other method approved in the Act.
- 19.2** The Club may, but need not, have a common seal. If used:
- 19.2.1 The seal must be kept in the custody of the Secretary or another officer authorised by the Committee act in good faith and in what the Officer believes to be the best interests of the Club;
- 19.2.2 The seal may be affixed to a document only by resolution of the Committee or as otherwise authorised; and
- 19.2.3 The affixing of the seal must be witnessed by two Committee Members, and a record kept of each use.

20. BY-LAWS

- 20.1** The Committee may make, amend, or rescind by-laws consistent with this constitution and the law. By-laws must be:
- 20.1.1 Recorded in writing with the date of effect;
- 20.1.2 Notified to Members within a reasonable time; and
- 20.1.3 Published on the Society's usual communication channels.
- Any by-law may be disallowed or amended by ordinary resolution at the next general meeting after notice of the by-law is given to Members. By-laws take effect unless and until disallowed by a general meeting.
- 20.2** Such by-laws may be either local and restricted or general in their application, and all Members shall be deemed to have notice of and shall obey such by-laws.
- 20.3** Copies of by-laws shall be available at the Registered Office for the inspection of Members.

21. BORROWING POWERS

- 21.1** Subject to clause 21.2, the Club shall have the power to borrow or raise money by way of overdraft or otherwise, and either with or without giving security, and to secure payment of any money borrowed or owing by the Club by mortgages, bonds or debentures, promissory notes, or other instruments for securing the same (with or without charge) on all or any part of the Club's property and upon such terms as to priority and otherwise as the Committee think fit, and so that any such security may either be given to secure the payments of a sum on a day certain or to secure payment of the balance of the account current from time to time existing between the Club and the holder of such security.
- 21.2** If at any time the Committee proposes to issue any form of security charging any real property or any interest in real property owned by the Club, and any one or more of the

following applies:

- 21.2.1 the total amount secured exceeds 5% of the current market value of that real property or interest, as determined by a current rating valuation or other independent valuation obtained for that purpose; or
- 21.2.2 the annual interest payable at the time of borrowing exceeds 20% of the Club's forecast net surplus for the current financial year; or
- 21.2.3 the terms of the borrowing (including interest rate, fees, security, or other material terms) are less favourable than those reasonably obtainable from the Club's registered New Zealand bank,

then the Committee must obtain prior approval of at least 50% of Pilot Members voting in person or by correctly appointed proxy at a General Meeting before entering the borrowing or granting the security.

22. REGISTERED OFFICE

22.1 The Registered Office shall be at the Clubrooms, 5 Dakota Drive, Whitianga 3542.

23. GRATUITIES

23.1 No Member shall give any gratuity to any employee of the Club in any circumstances whatever.

24. INDEMNITY OF OFFICERS

24.1 To the fullest extent permitted by law, the Club may indemnify any Committee Member, Officer, or authorised agent for costs, losses, liabilities, or expenses reasonably incurred in the proper performance of their duties, provided that:

24.1.1 The person has acted in good faith and in the best interests of the Society; and

24.1.2 The indemnity does not extend to criminal liability, fines, penalties, or liability arising from wilful default, dishonesty, or gross negligence.

24.2 The Society may purchase and maintain insurance for such persons on terms the Committee reasonably determines.

25. DISSOLUTION AND REQUEST FOR REMOVAL FROM REGISTER

25.1 The Club shall not be dissolved except by Special Resolution passed at an Annual or Special General Meeting in accordance with the following clauses and provisions of the Incorporated Societies Act 2022.

25.2 If at any time the Club becomes non-operational or it is desirable for the Club to be wound up and cease to operate, a resolution regarding the disposal of surplus assets (if applicable) must be made under clauses 25.4 and 25.5 of this Constitution and under the power given to the Club in section 208 of the Act. The Club may then request to be removed from the register in accordance with section 176 of the Act. A resolution authorising a request for the Club's removal from the register must be made in accordance with clause 25.3. The resolutions described in this clause may be made at the same meeting of the Club.

25.3 The Club may resolve to authorise a request for the Club's removal from the register or to appoint a liquidator in accordance with the provisions of Part 5 of the Act subject to the following modifications:

25.3.1 The Committee shall give 42 days' Notice of the General Meeting of all the Members at which the resolution is to be considered.

25.3.2 The Notice must include the matters required under section 228(4) of the Act.

25.3.3 The resolution must be passed by a three-quarter majority of the Voting Members present and entitled to vote.

25.4 On a Voting Member vote in accordance with clauses 25.2 or 25.3, any remaining portion of the Club's funds or the net proceeds arising from the sale of the assets of the Club must be applied, after payments of all liabilities, towards a local statutory authority or such not-for-profit entities in New Zealand whose purposes align with the Purposes of the Club as may be determined by a three-quarter majority of the Voting Members in accordance with clause 25.5

25.5 A resolution providing for the disposal of the Club's surplus assets must be made in accordance with the provisions of Part 5 of the Act subject to the following modifications:

25.5.1 The Committee shall give 42 days' Notice of the General Meeting to all the Members at which the resolution is to be considered.

25.5.2 The Notice must include the matters required under section 228(4) of the Act.

25.5.3 The resolution must be passed by a three-quarter majority of the Voting Members present and entitled to vote.

25.5.4 The resolution must set out which entities the Club's surplus assets shall be applied to in accordance with clause 25.4.

26. MATTERS NOT PROVIDED FOR

26.1 Any matters not provided for by this Constitution shall be determined by Resolution of the Committee whose determination shall be final.

27. PECUNIARY PROFIT

27.1 No Member or Associated Person may derive any income, benefit or other advantage from the Club.

27.2 For the purposes of clause 27.1 the term 'Associated Person' shall include a person who is either:

27.2.1 the spouse, in-law, sibling, parent, child, grandparent, grandchild, aunt or uncle of a Member, or

27.2.2 in partnership with a Member for the purposes of the Partnership Act 1908.

27.3 Nothing in clause 27.1 shall apply to or be deemed to apply to:

27.3.1 Committee Members acting in accordance with clause 14.4.3 or 14.5.

27.3.2 any person who is a bona fide employee (whether full time or part time) of the Club.

27.3.3 any services rendered to the Club in the course of business and charged at rates which are no greater than current market rates.

27.3.4 interest on money lent to the Club at rates which are no greater than current market rates.

28. DISPUTE RESOLUTION

28.1 The Club's dispute resolution procedures are set out as Annexure One of this Constitution, forming part of this Constitution.

29. REPEAL AND SAVING

29.1 On the adoption of this Constitution, any earlier constitution or by-laws that are inconsistent with them are repealed to the extent of inconsistency. All acts lawfully done under the earlier constitution and bylaws remain valid.

30. DECLARATION

Signed by three Committee Members of the Mercury Bay Aero Club Incorporated for the purposes of section 10, Schedule 1 of the Act.

PRESIDENT

COMMITTEE MEMBER

COMMITTEE MEMBER

ANNEXURE ONE:

DISPUTE RESOLUTION PROCEDURES

1. HOW A COMPLAINT IS MADE

- 1.1** A Member or Committee Member may make a complaint by giving to the Committee a Notice in writing that:
- 1.1.1 states that the Member or Committee Member is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
 - 1.1.2 sets out the allegation to which the dispute relates and whom the allegation is against. This must be enough to ensure the Member or Committee Member is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- 1.2** The Club may make a complaint involving an allegation against a Member or a Committee Member by giving to the Member or Committee Member a Notice in writing that:
- 1.2.1 states that the Club is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
 - 1.2.2 sets out the allegation to which the dispute relates. This must be detailed enough to ensure the Member or Committee Member is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- 1.3** The meaning of the terms "dispute" and "complaint" have the same meaning as defined by section 38 of the Act.

2. INVESTIGATING AND DETERMINING A DISPUTE

- 2.1** The Committee must, as soon as reasonably practicable after receiving or becoming aware of a complaint made in accordance with this policy, ensure that the dispute is investigated and determined.
- 2.2** A person may not act as a decision maker in relation to a complaint if the majority of Committee Members of the Committee consider that there are reasonable grounds to believe that that person may not be impartial or able to consider the matter without a predetermined view.
- 2.3** In the interests of resolving disputes in a fair, efficient and effective manner, and clause 2.2 notwithstanding, the most senior Member of the Committee with no personal interest in the dispute ("the Elector") will determine how the dispute will be dealt with. This can include:
- 2.3.1 appointing an external person to investigate and report; or
 - 2.3.2 with the consent of all parties to a complaint, initiate a mediation between the parties and appoint an appropriate mediator; or
 - 2.3.3 appointing an external person to investigate and make a decision; or
 - 2.3.4 appointing an appropriate arbitrator to determine the dispute under the Arbitration Act 1996, including Schedules 1 and 2.
- 2.4** Despite clause 2.3, the Elector may, without hearing from any person, decide not to proceed further with a complaint if:
- 2.4.1 the complaint is trivial; or
 - 2.4.2 the complaint does not appear to disclose or involve any allegation of the following kind:
 - (a) that a Member or a Committee Member has engaged in material misconduct;

- (b) that a Member, a Committee Member, or the Club has materially breached, or is likely to materially breach, a duty under the Club's Constitution or the Act; or
 - (c) that a Member's rights or interests or a Member's rights or interests generally have been materially damaged; or
- 2.4.3 the complaint appears to be without foundation or there is no apparent evidence to support it; or
- 2.4.4 the person who makes the complaint has an insignificant interest in the matter; or
- 2.4.5 the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the Constitution; or
- 2.4.6 there has been an undue delay in making the complaint.
- 2.5** While not binding on the Elector, the Club agrees that the following categories of disputes should be resolved as follows:
 - 2.5.1 where the dispute concerns interpretation of the Club's Constitution or the Club's statutory obligations, an independent lawyer should be appointed to investigate and provide a report;
 - 2.5.2 where the dispute concerns matters about the financial operations of the Club, an external person with accounting skills should be appointed to investigate and provide a report; and
 - 2.5.3 where the dispute concerns operational matters, an external person should be appointed to investigate and provide a report.
- 2.6** Before making a decision under clause 3, the Elector may request further information from the Committee, the complainant and/or any person who is the subject of the complaint.
- 2.7** Where an external party is appointed to provide a report, that report should be provided to the Committee, the complainant and any person who is the subject of the complaint ("the parties"). After reviewing the report, the parties will then meet to discuss whether:
 - 2.7.1 the Club will take any steps in light of the report-writer's findings; and
 - 2.7.2 the parties agree that those steps (if any) will resolve the dispute.
- 2.8** If the Elector initiates the steps under clause 2.3.1 or 2.3.2 and that is insufficient to resolve the matter, the Elector may then initiate any of the other options under clause 3.
- 2.9** An external person appointed under clause 2.3.1 or 2.3.3 may, including but not limited to:
 - 2.9.1 call for written submissions from all relevant parties;
 - 2.9.2 call for specific evidence from the Club or any relevant party; and/or
 - 2.9.3 prepare an interim report and circulate it to the relevant parties for their comments.
- 2.10** In addition to the powers under clause 2.9, an external person appointed under clause 2.3.3 may also determine whether to hold an oral hearing involving all relevant parties and (if so) determine whether those parties can be represented by a lawyer.
- 2.11** A decision reached by an external person appointed under 2.3.3 will not be subject to an appeal to or a review by the courts of New Zealand.

3. PERSON WHO MAKES A COMPLAINT HAS A RIGHT TO BE HEARD

- 3.1** A Member or Committee Member who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined, subject to clause 2.4.
- 3.2** If the Club makes a complaint:

3.2.1 the Club has a right to be heard before the complaint is resolved or any outcome is determined; and

3.2.2 a Committee Member may exercise the right on behalf of the Club.

3.3 Without limiting the way, the Member, Committee Member, or Club may be given the right to be heard, they must be taken to have been given the right if:

3.3.1 they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and

3.3.2 their written statement or submissions (if any) are considered by the decision maker.

4. PERSON WHO IS SUBJECT OF A COMPLAINT HAS A RIGHT TO BE HEARD

4.1 Clauses 4.2 and 4.3 apply if the complaint involves an allegation that a Member, a Committee Member, or the Committee (the “respondent”):

4.1.1 has engaged in misconduct; or

4.1.2 has breached, or is likely to breach, a duty under the Club’s Constitution or the Act; or

4.1.3 has damaged the rights or interests of a Member or the rights or interests of Members generally.

4.2 The respondent has a right to be heard before the complaint is resolved or any outcome is determined. If the respondent is the Committee, a Committee Member may exercise the right on behalf of the Club.

4.3 Without limiting the way, a respondent may be given a right to be heard, the respondent must be taken to have been given the right to be heard if:

4.3.1 the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and

4.3.2 the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and

4.3.3 an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and

4.3.4 an oral hearing (if any) is held before the decision maker; and

4.3.5 the respondent’s written statement or submissions (if any) is considered by the decision maker.