

# **THE RULES OF EMPIRE TABLE TENNIS CLUB INC.**

## **1. NAME**

The name of the club shall be THE EMPIRE TABLE TENNIS CLUB INC., hereinafter referred to as the Club.

## **2. REGISTRATION**

The Club shall be registered under The Incorporated Societies Act 1908.

## **3. REGISTERED OFFICE**

The registered Office of the Club shall be at such place as the Board of the Club may from time to time determine.

## **4. OBJECTS**

The objects of the Club are to:

- 4.1. Identify, recruit and retain members to contribute skills and resources to the growth and performance of the Club.
- 4.2. Deliver a full range of quality programmes and services which respond to the needs and values of the Club's playing members, coaches, administrators, officials and supporters for the sport of table tennis and any other activities which the Club may from time to time elect to engage in.
- 4.3. Affiliate with Hutt Valley Table Tennis Association or other appropriate body as determined by an Annual or Special General Meeting of the Club.
- 4.4. Generally do all things whatsoever for the benefit of Club members which may be deemed expedient or which may be directly or indirectly incidental or ancillary to the other objects of the Club provided however that the foregoing objects shall in no way limit the rights and powers conferred upon Societies incorporated under the Incorporated Societies Act 1908 and its amendments.

## **5. POWERS**

The powers of the Club shall include:

- 5.1. Employ the funds of the Club in such manner as is deemed by the Board in the best interest of the Club

- 5.2. Purchase, take on lease or in exchange, or hire or otherwise acquire, hold, mortgage and dispose of any real or personal property and any rights and privileges which the Club shall think necessary or expedient for the purpose of attaining the objects of the Club or any of them or promoting the interests of the Club or its members.
- 5.3. Erect, construct, alter, repair and maintain buildings, erections, chattels, furniture, fittings and fixtures as the Board shall consider necessary for the purpose of the Club and to enter into contracts in respect thereof.
- 5.4. Borrow or raise or secure the payment of money in such manner as the Board shall think fit, and in particular by mortgages, sub-mortgages, charges, bonds, mortgage debentures or debentures perpetual or otherwise charges upon all or any of the Club's property both present and future or by bills of exchange, promissory notes or other negotiable instruments and to purchase, redeem or pay off any such securities and to provide for the repayment of money borrowed on behalf of the Club.
- 5.5. Invest monies of the Club upon such securities and upon such terms and conditions as may be determined from time to time by the Board.
- 5.6. Raise monies by subscriptions, levies, donations, sponsorship or otherwise.
- 5.7. Advance or lend monies to any like organisation either with or without security and upon such terms and conditions as shall from time to time be deemed proper and expedient.
- 5.8. Such other powers as may be necessary or desirable to further the objects of the Club.

## **6. COMMON SEAL**

The Common Seal of the Club shall be held in the custody of the Services Convenor, or other person as determined by the Board, who shall affix it to such documents as the Board may from time to time direct and shall be attested by any two Board members. A record of every document to which the seal is affixed shall be kept and a record entered into the Minutes of the next Board meeting.

## **7. MEMBERSHIP**

- 7.1. The Board may determine different categories of membership from time to time.
- 7.2. All persons who make application on the Club membership application form and are accepted shall be admitted to membership of the Club.

- 7.3. The Board shall have absolute power to accept or reject any application for membership without assigning any reasons therefore and shall have the power to limit or close any class of membership.
- 7.4. The Club will collect, store, use and disclose all personal information in accordance with the Privacy Act 1993 or any amendment thereto and obtain consent to disclose such information to the body to which the Club is affiliated and to Table Tennis New Zealand.

## **8. MEMBERSHIP - OBLIGATIONS AND MISCONDUCT**

- 8.1. All members of the Club shall comply with the provisions of these Rules and with any rules or regulations lawfully made under the authority of these rules, and with any direction lawfully given by the Board.
- 8.2. In all cases of alleged misconduct by a member an inquiry shall be held by the Board which shall determine all issues and have the power to impose such penalties as it deems fit.
- 8.3. The Board shall give notice to each member affected by the decision to the member(s) affected within fourteen (14) clear days of the date of the said decision.
- 8.4. Any member affected by a decision of the Board may appeal to the management of the parent body to which the Club is affiliated by sending notice in writing of such appeal within twenty eight (28) clear days of the date of the decision addressed to the secretary of the parent body.
- 8.5. The Board shall have the power to revoke the membership of any Club member whose membership subscription is in arrears or where misconduct has been found to occur.

## **9. LIFE MEMBERSHIP**

- 9.1. Where any member has rendered special service to the Club they may, on the nomination of the Board, be elected a life member at a General Meeting of the Club.
- 9.2. Life members shall have such privileges as the Board may from time to time confer.
- 9.3. Life members shall be entitled to one (1) vote at all general meetings of the Club.

## **10. GENERAL MEETINGS**

- 10.1. The Annual General Meeting shall be held not later than 31 March. The meeting shall be held at such place and at such time as may be determined by the Board.
- 10.1.1. Not later than twenty eight (28) days before the date of the Annual General Meeting, every member and life member shall be notified of the place, date and time of the meeting.
- 10.2. A Special General Meeting shall be convened at the request of the Board or within twenty eight (28) days of the receipt of written requisition by twenty (20) members. Such requisition shall set out the purpose of such meeting. In the event of the Board not convening such meeting, the requisitioners shall be entitled to convene the meeting themselves
- 10.2.1. Not later than fourteen (14) days before the date of the Special General Meeting, every Club member and Life member shall be notified of the place, date and time and purpose of the meeting.
- 10.3. Business of the Annual General Meeting
- 10.3.1. The business of the Annual General Meeting shall include:
- Confirmation of the Minutes of the previous Annual General Meeting
  - Receipt and adoption of the Annual Report
  - Receipt and adoption of the Balance Sheet and Statement of Income and Expenditure
  - Election of Board members
  - Appointment of an auditor
  - Election of life members (if any)
  - Consideration of resolutions of which due notice has been given
  - Transaction of any general business
- 10.3.2. Members shall give notice in writing of any business to be discussed or resolutions to be considered at the Annual General Meeting no later than fourteen (14) days before the date of such meeting.
- 10.3.3. Not later than seven (7) days before the date of the Annual General Meeting all members shall be sent:
- A copy of the Annual Report and Statement of Accounts

- A schedule of Business in accordance with 10.3.1 and 10.3.2 above

#### 10.4. Quorum at General Meetings

The quorum for all general meetings shall be twenty voting members.

#### 10.5. Chairperson.

At all General Meetings, the Chairman shall be entitled to take the chair. In the absence of the Chairman, then another member of the Board shall take the chair. Any member disobeying the ruling of the Chair may be suspended for the period of the meeting by ordinary resolution of the meeting.

#### 10.6. Voting

10.6.1. All financial members who paid a subscription in the previous financial year shall be entitled to one (1) vote.

10.6.2. Board members and Life members shall each be entitled to one (1) vote provided that if any person is both a Board member and a Life member they shall be entitled to only one vote.

10.6.3. Except as provided for in Rule 15 (Alteration to Rules) the business of the Club shall be decided by a simple majority of votes cast.

10.6.4. A resolution put to the vote shall be decided on a show of hands unless a poll is demanded, before or on the declaration of the result.

10.6.5. Any poll called for shall be carried out as the chairperson shall direct.

10.6.6. The chairperson shall have a casting vote in addition to a deliberative vote.

10.6.7. A member in arrears in respect of subscriptions, fees and other amounts shall not be entitled to a vote.

### **11. MANAGEMENT OF CLUB**

11.1. The management of the Club shall be vested in a Board comprising an elected Chairman and, initially, five elected Board members.

11.2. The number of Board members, excluding the Chairman, may be varied from time to time on the recommendation of the Board to an Annual or Special General meeting but not in any case to exceed eight.

11.3. Board members shall be nominated and elected to specific portfolios which may vary from time to time as determined and defined by the Board. The initial

portfolios shall be the Convenors of Activities, Building, Finance, Promotions and Services.

11.4.

11.4.1. Members of the Board shall be elected at the Annual General Meeting. Nominations shall be in writing and submitted as directed in the official notification of the meeting fourteen (14) days before the scheduled date of the meeting. The names of nominees and the portfolio for which they are nominated shall be given to members seven (7) days before the date of the meeting.

11.4.2. If no nominations are received for any portfolio, the vacancy shall be filled by the Board.

11.5. The term of office for each member of the Board shall be two years and they shall continue in office until the conclusion of the meeting at which their successors are elected.

11.6. Three (3) of the first appointed Board members shall retire but be eligible for re-election at the Annual General Meeting held in March 1999 and the other three (3) shall retire but be eligible for re- appointment at the Club's Annual General Meeting in March 2000. The Board shall decide who shall retire first. Thereafter members shall be appointed for a term of two (2) years and shall retire by rotation but shall be eligible for re-election.

11.7. The quorum for Board meetings shall be three members.

11.8. The chairperson shall have a casting vote as well as a deliberative vote.

11.9. Any Board member who fails to attend two (2) consecutive meetings of the Board without leave of absence shall forfeit their seat on the Board.

11.10. The Board may appoint a replacement Board member in the event of the death, resignation or forfeiture of position of a Board member. Such replacement shall hold office for the remainder of the term of the member who was replaced.

11.11. Method of Meeting:

- (a) A meeting of the Board may be held by a number of the Board members who constitute a quorum being assembled at the date and time appointed for the meeting. Any Board member may participate in any meeting of the Board and vote on any proposed resolution at a meeting of the Board without being physically present. This may only occur at meetings by telephone, through video conferencing facilities or by other means of electronic communication

provided that prior notice of the meeting is given to all Board members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by a Board member in this manner at a meeting shall constitute the presence of that Board member at that meeting.

- (b) A resolution in writing, signed or consented to by email or other forms of visible or other electronic communication by a number of the Board which constitutes a quorum shall be valid as if it had been passed at a meeting of the Board. Any such resolution may consist of several documents in the same form each signed by one or more members of the Board. These are to be filed with the Board Minutes.

## **12. FUNCTIONS AND POWERS OF THE BOARD**

12.1. The Board shall be responsible to carry out the objects of the Club, and shall have the following functions and powers in addition to those provided for elsewhere in these rules:

- 12.1.1. To adopt and monitor an annual plan and financial budget
- 12.1.2. To make, repeal and amend any rules (other than this document), by-laws or regulations as contained in the Club handbook for the regulation and control of the activities of the Club.
- 12.1.3. To make appointments, either paid or voluntary, entering into employment contracts on such terms and conditions as the Board deems appropriate and to adopt clearly defined delegations of authority from the Board to the appointees.
- 12.1.4. To appoint any sub-committees and to delegate such powers and responsibilities as the Board deems appropriate to such sub-committees.
- 12.1.5. To impose any penalty upon any member who is found guilty of breaching any of the rules, by-laws, regulations of the Club.
- 12.1.6. To determine the fees payable by members each year.
- 12.1.7. To enter into contracts of insurance, sponsorship and other types of contracts as deemed appropriate to carry out the objects of the Club.
- 12.1.8. Such other powers as may be necessary or desirable to further the objects of the Club.

## **13. FINANCE**

- 13.1. The financial year of the Club shall close on 31 December in each year.
- 13.2. All monies received shall be paid to the credit of the Club at a bank or banks as determined by the Board.
- 13.3. All accounts shall be paid in a manner approved by the Board and all cheques, direct payments etc. shall be signed by any two of the persons authorised to do so by the Board.
- 13.4. The annual Statement of Accounts shall be audited by an auditor appointed at the Annual General Meeting, and who shall not hold any other office in the Club.
- 13.5. A report on the year's activities together with the audited Balance Sheet and Income and Expenditure Account shall be prepared by the Board for presentation at the Annual General Meeting.

#### **14. ALTERATION TO RULES**

- 14.1. These Rules may be amended, repealed or replaced by a resolution passed by a majority of not less than two-thirds of the votes cast at a General Meeting. Notice by a member of a proposed alteration shall be given at least fourteen (14) days prior to the date of the General Meeting at which it is intended to propose the alteration. Notice shall be given to members of the proposed resolution in accordance with the rules for General Meetings.
- 14.2. No addition to or alteration of the non-profit aims, personal benefit clause or winding up clause shall be approved without the approval of the Inland Revenue Department; and the provisions and effect of this clause shall not be removed from this document and shall be included into any document replacing this document.

#### **15. INDEMNITY**

Every Board member who does any act in pursuance or intended pursuance of any provision of these rules or any rules or regulations made thereunder in general meeting or of the Board shall be indemnified by the Club against all losses and expenses incurred by them in connection with the discharge of their duties, unless the act was done in bad faith or without reasonable care.

#### **16. INTERPRETATION**

- 16.1. In the event of any dispute over the interpretation of these rules or any question arising in connection with the administration of the Club which is not provided for in these rules, that question shall be decided by the Board.



16.2. Any such decision shall be recorded in the Minutes of the Board and shall remain in force until it is amended or revoked by the Board or by a resolution passed at a General Meeting.

## **17. PAYMENT TO MEMBERS**

No member or person associated with the Club shall derive any income, benefit or advantage from the Club where they can materially influence the payment of the income, benefit or advantage, except where that income is derived from:

- (a) Professional services to the Club rendered in the course of business, charged at no greater rate than the current market rates; or
- (b) Interest on money lent at no greater rate than the current market rates.

## **18. LIQUIDATION**

18.1. The Club may be put into liquidation if the Club at a Special General Meeting called for the purpose shall pass a resolution appointing a liquidator and such resolution is confirmed at a subsequent Special General Meeting called for the purpose and held not earlier than thirty (30) days after the date on which the resolution to be confirmed was passed.

18.2. In the event of the Club being put into liquidation all surplus assets of the Club after providing for the payment of its liabilities and the expenses of the liquidation shall not be paid or distributed among the members of the Club but shall be given or transferred to some other charitable organisation or body having objects similar to the objects of the Club, or for some charitable purpose, within New Zealand.

*Date: 20 March 2017*