

Bowls Manawatu Incorporated

Incorporated Society No. 364891

Constitution

To be adopted at the AGM on 23rd July 2025

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Bowls Manawatu Incorporated

Constitution

PART I – OBJECTS & POWERS

1. Name

- 1.1. The name of the Centre shall be the “Bowls Manawatu Incorporated”, which is abbreviated in this Constitution as the “Centre”.

2. Interpretation

“Affiliation Fee” or “Membership Fee” means a fee payable by each Club to Bowls New Zealand and the Centre as specified at the Bowls New Zealand and Centre AGM’s.

“AGM” means an Annual General Meeting of the Centre convened pursuant to Rule 24.1 (Annual General Meeting).

“Appointed Personnel” means any individuals who are appointed to positions of responsibility at the Centre by the Board, including coaches, greenkeepers, selectors, umpires, and tournament directors, but excludes any Officer.

“Board” means the body that is responsible for the governance and management of the Centre as described in this Constitution.

“Board Member” means any person elected or co-opted to the Board in accordance with this Constitution.

“Bowls New Zealand” means Bowls New Zealand Incorporated.

“Bowls New Zealand Board” means the Board of Bowls New Zealand.

“Bowls New Zealand Constitution” means the constitution of Bowls New Zealand.

“Bowls New Zealand Judicial Committee” means the Bowls New Zealand judicial committee established in accordance with the Bowls New Zealand Regulations or, in the absence of such Bowls New Zealand Regulations, as determined by the Bowls New Zealand Board.

“Bowls New Zealand Regulations” means the regulations of Bowls New Zealand made in accordance with the Bowls New Zealand Constitution. All Bowling Clubs and these members are bound by these regulations.

“Casual Member” means a person who participates in any bowling event or competition held by or at a Bowling Club who is not a Playing Member, Limited Playing Member, or a Non-Playing Member. A casual member may use the club facilities for a one-off bowling event/function or the specified limited period of the event/function.

“Centre” and “the Centre” means Bowls Manawatu Incorporated.

“Centre Board” means the management committee, board, or other committee, however described, of the Centre that is responsible for the governance of the Centre.

“Centre Board Member” means a person appointed to the Centre Board.

“Centre Constitution” or “Constitution” means the constitution of the Centre of which the Club is a member.

“Centre District” means the geographical area from Kimbolton in the north, to Foxton in the south, and from Bulls in the west, to Pahiatua and Dannevirke in the east.

“Centre Level” means during, or in connection with, a Game(s) of Bowls held by a Centre which is not at Club Level or part of a National Event, or which involves Members whether or not connected to a Game(s) of Bowls other than at a National Event or at Club Level or International Level.

“Centre Manager” means the person designated by the Centre as responsible for the functions of the Centre Manager as specified in this Constitution (who may also be known as the Centre Secretary).

“Centre Regulations” means the regulations of the Centre of which the Club is a member. All Bowling Clubs and their members are bound by these regulations

“Chairperson” has the meaning specified in Rule 20.3 (Chairperson).

“Club” means a Bowling Club affiliated to Bowls New Zealand and the Centre.

“Club Level” means during or in connection with, a Game(s) of Bowls held by the Club which is not at Centre Level or part of a National Event, or which involves Members whether or not connected to a Game(s) of Bowls other than at Centre Level, at a National Event or International Level.

“Club Regulations” means any regulations promulgated by the Club.

“Constitution” when used in relation to the Centre means this Constitution together with any amendments.

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

“Contact Person” means a person holding the position of contact person for Bowls Manawatu Incorporated, being the person, the Registrar of Incorporated Societies can contact when needed.

“Day” means any day of the week (including Saturday, Sunday, and public holidays). Where an action is required to be done within a specified time (such as 30 Days) this means clear days, so it should be calculated by excluding the date of notice (or other relevant action) and the date of the meeting (or other relevant activity).

“Delegate - Centre” means a person appointed by the Centre under Rule 23.1 to represent the Centre at General Meetings of Bowls New Zealand.

“Delegate - Club” means a person appointed by the Club to represent the Club at General Meetings of the Centre.

“Disputes and Complaints” means a situation where a Member has a grievance or difference about the meaning or effect of any rule, provision, decision, policy, practice, right, privilege or direction determined by another Member or the Centre. A Dispute shall not include any grievance or difference about the meaning or effect of any rule of the Bowls New Zealand Anti-Doping and Anti-Match Fixing Domestic Regulations, any decision of the Bowls New Zealand Board, or a matter which involves an allegation of Misconduct.

“Former Constitution” means the constitution of the Centre which was in place immediately prior to the adoption of this Constitution.

“Game of Bowls” means the game played on outdoor or indoor flat greens and defined in more detail by the Laws of the Sport.

“General Meeting” means either an AGM or a SGM of the Centre.

“Governing Documents” means this Constitution, the Centre Regulations, the Bowls New Zealand Constitution, and the Bowls New Zealand Regulations.

“Individual Member” means a person who is a member of Bowls New Zealand, and/or a Centre and/or a Club pursuant to Rule 7, 8 & 9 of this Constitution and includes Life Members, Playing Members, Limited Playing Members, Non-Playing Members and Casual Members.

“Intellectual Property” means all rights and goodwill in any copyright works, business names, names, trademarks (or signs), logos, designs, patents or service marks relating to the Centre or any event, or any competition or bowls activity or programme of or conducted, promoted or administered by the Centre provided that such property is not the intellectual property of Bowls New Zealand as defined in the Bowls New Zealand Constitution.

“Interests Register” means the Register held and maintained by the Secretary in which is recorded the information referred to in Rule 31.2.

“International Level” means during, or in connection with, a Game(s) of Bowls held between New Zealand and another country or a region situated outside of New Zealand, or which involves individuals who are Appointed Personnel appointed by the Bowls New Zealand Board, Officers, appointed or elected in accordance with the Bowls New Zealand Constitution, and/or National Representatives, whether or not connected to a Game(s) of Bowls.

“Laws of the Sport” means the laws for playing the Game of Bowls as approved by World Bowls.

“Limited Playing Member” means a person who wishes to play bowls at their Club only. The rights and privileges of membership as a Limited Playing Member shall be specified in the Club constitution, regulations and/or rules of the Club, but cannot extend beyond specific club tournaments and events. A Limited Playing Member may only play in bowls events within the boundary of the physical club and may not participate in club championships, centre or national events.

“Life Member” means any person who has been granted life membership of the Club or Centre pursuant to Rule 9.1 (Life Membership) of the Centre or Club Constitution, and any person who was granted life membership of the Centre under the former Constitution of the Centre (unless their membership has been terminated by the Centre or they have resigned from membership).

“Member” means a member of the Centre as specified in Rule 6 (Membership) of this Constitution.

“Membership Form” means the prescribed Bowls New Zealand membership form (if any) or any other form which the Club and Bowls New Zealand agree is suitable for collection of information from persons seeking to be Members of a Bowling Club.

“Membership Year” means each twelve month period from 1 July to 30 June.

“Misconduct” means, but shall not be restricted to, situations where a Member:

- a) breaches any provision of the Laws of the Sport;
- b) deliberately loses or attempts to lose a Game of Bowls or plays unfairly; unless it is match fixing in which case the Bowls New Zealand Anti-Match Fixing Domestic Regulation shall apply;
- c) alters a bowl after it has been stamped by a registered bowls tester without submitting it for retesting and restamping;
- d) at any event, function or activity of the Centre whilst on the property of the Club or Centre, uses any profane, indecent or improper language;
- e) at any time or place engages in offensive or insulting behaviour towards the Centre, or any member of the Centre, or any visitors to the Centre, or any person acting for or on behalf of the Centre;
- f) breaches:
 - i. any provision of the Constitution, or the Bowls New Zealand;
 - ii. this Regulation or the regulations (other than the Bowls New Zealand Anti-Doping Regulation), by-laws or other rules (however described) of Bowls New Zealand or a Centre;
 - iii. any policies of Bowls New Zealand or the Centre;
 - iv. any reasonable direction of the Centre, or Bowls New Zealand (or person authorised on their behalf);

- v. any decision of a General Meeting, the Board or any decision of any equivalent bodies of Bowls New Zealand;
- g) acts in a manner which brought, or could bring, Bowls New Zealand, or the Centre into disrepute;
- h) acts in a manner unbecoming of a Member, or which is prejudicial to the Objects and/or the objects of Bowls New Zealand and/or a Centre;
- i) fails or refuses, for a period of one calendar month to pay any fine or monetary penalty imposed by Bowls New Zealand, and/or the Centre or any authority under the jurisdiction of Bowls New Zealand or a Centre; and/or
- j) aids or abets any of the conduct specified in (a) to (i) above.

“National Event” means a bowls event held by, or under the auspices of, or administered by Bowls New Zealand and held at a Centre or Club venue as determined by Bowls New Zealand. National Events may be held on an open, invitation, or limited entry basis. A National Event shall be deemed to start at the commencement of the official opening, manager’s meeting or pre-event briefing immediately preceding the event (whichever is the earlier) and shall end at the conclusion of the official closing, prize giving or official Bowls New Zealand function for the event (whichever is the latter).

“Non-Playing Member” means a person who does not wish to play bowls at a Club but who wishes to enjoy an on-going association with the Club including participating in social activities at the Club. A Non-Playing Member may also be a Life Member if they are appointed as such pursuant to Rule 9.1 (Life Members) of the Club Constitution.

“Objects” means the objects of the Club as specified in Rule 4 (Objects) of this Constitution.

“Officer” means an individual who is appointed or elected to a position of office in the Centre in accordance with this Constitution (such as the Patron or a Board Member).

“Official” means any individuals who are Appointed Personnel or Officers.

“Ordinary Resolution” means a resolution passed by a majority of the votes properly cast by those Voting Members present and entitled to vote at the General Meeting at which the vote is occurring.

“Playing Member” means a person who wishes to enjoy the playing and non-playing rights and privileges of being a member of a Club, including life members, and students. Only playing members are entitled to play at other affiliated Clubs and to enter Club Championships, Centre, Regional and/or National tournaments and events. A Playing Member may also be a Life Member if they are appointed as such pursuant to Rule 9.1 (Life Members) of the Club Constitution.

“President” and “Vice-President” means the President and Vice-President of the Centre elected in accordance with this Constitution.

“Privacy Officer” means the person appointed by the Board to address privacy matters at the Centre.

“Register of Members” means the register described in Rule 15 (Register of Members).

“Rules” means the rules of this Constitution.

“Rules of the Sports Tribunal” means the rules of the Sports Tribunal of New Zealand.

“Safety Officer” means the person appointed by the Board to address Health & Safety matters at the Centre. Also known as Health & Safety Officer.

“Secretary” means the secretary or equivalent officer of the Centre.

“SGM” means a Special General Meeting of the Centre convened in accordance with this Constitution.

“Special Resolution” means a resolution passed by two-thirds of the votes properly cast by those Voting Members present and entitled to vote at the General Meeting at which the vote is occurring.

“Sports Tribunal” means the Sports Tribunal of New Zealand established under the Sport and Recreation New Zealand Act 2002 and continued under the Sports Anti-Doping Act 2006.

“Voting Members” means those persons entitled to vote at General Meetings of the Centre as specified in this Constitution.

Construction: In this Constitution:

- a) a gender includes all other genders;
- b) the singular includes the plural and vice-versa;
- c) any reference to legislation includes any regulation, order-in-council or other instrument issued or made under that legislation, and any modification or re-enactment of that legislation, or any legislation enacted in substitution of that legislation;
- d) any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;
- e) a reference to persons includes bodies corporate;
- f) a reference to a person includes the legal personal representatives, successors and permitted assigns of that person; and
- g) headings and the contents page are for reference only and are to be ignored in construing this Constitution.

3. Registered Office and Contact Persons

- 3.1. The name of the Centre is Bowls Manawatu Incorporated.
- 3.2. The registered office of the Centre shall be at such place as determined by the Board of the Centre from time to time.
- 3.3. At its first meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three, persons to be the Contact Person, subject to those persons meeting the eligibility criteria set out in the Incorporated Societies Act 2022. The Board must advise the Registrar of Incorporated Societies of any change in the Contact Person or that person’s Contact Details.

4. Objects

- 4.1. In the geographical area in which the Centre operates, the objects of the Centre are to:
 - a) be responsible for the administration, promotion, and development of the Game of Bowls;
 - b) encourage participation in the Game of Bowls as an amateur game which provides health, recreation, and other community benefits for all New Zealanders;
 - c) be a member of Bowls New Zealand and, to the extent applicable, comply with and enforce the Bowls New Zealand Constitution, the Bowls New Zealand Regulations;
 - d) encourage achievement in the Game of Bowls;
 - e) enforce the Laws of the Sport;
 - f) promote the health and safety of all participants in the Game of Bowls;
 - g) encourage and promote the Game of Bowls as a sport to be played in a manner which upholds the principles of fair play and is free from doping, match fixing or any other activity that would compromise these principles;
 - h) provide information, assistance, and resources to its Members;
 - i) manage the financial affairs of the Centre consistent with best business practice;

- j) where appropriate, give and seek recognition for Members for their involvement in the Game of Bowls or other services to the community;
- k) allow Members and others to use the premises, facilities, and equipment of the Centre and impose conditions on such use;
- l) encourage the improvement of the premises and facilities of the Centre to facilitate the enjoyment of the Game of Bowls by Members and the community;
- m) develop and train players, Officials, and other personnel involved in the Game of Bowls;
- n) apply its property and capacity in pursuit of the objects of Bowls New Zealand, the Centre, and the Game of Bowls;
- o) do all that is reasonably necessary to enable the objects of Bowls New Zealand, and these Objects to be achieved;
- p) act in good faith and with loyalty to ensure the maintenance and enhancement of Bowls New Zealand, the Centres, the Clubs, and the Game of Bowls, and their standards, quality and reputation for the collective and mutual benefit of the Members and the Game of Bowls;
- q) at all times operate with, and promote, mutual trust and confidence between Bowls New Zealand, the Centres, the Club, and the Members, in pursuit of these Objects; and
- r) at all times act on behalf of, and in the interests of, the Members and the Game of Bowls.

5. Powers

5.1. The powers of the Centre are to:

- a) purchase, lease, hire, or otherwise acquire and hold real and personal property, rights, and privileges;
- b) control and raise money, including to borrow, invest, loan or advance monies and to secure the payment of such by way of mortgage, or charge over all or part of any of its real and personal property provided that interest paid on such funds borrowed or raised must not exceed the current market rate, and funds advanced or loaned must be at no lesser than the current market rate, unless the recipient of such funds loaned or advanced are promoting the amateur Game of Bowls;
- c) sell, lease, mortgage, charge or otherwise dispose of any property of the Centre and to grant such rights and privileges of such property as it considers appropriate;
- d) determine, raise and receive money by subscriptions, donations, fees, levies, the sale of goods and services, gate charges, sponsorship, government funding, local authority funding and gaming grants or otherwise;
- e) construct, maintain and alter any buildings, premises or facilities and carry out works it considers necessary or desirable for the advancement or improvement of such buildings, premises or facilities;
- f) determine regulations, policies and procedures for the governance, management and operations of the Game of Bowls in the Centre which are not inconsistent with the Bowls New Zealand Constitution, Bowls New Zealand Regulations;
- g) determine, implement and enforce disciplinary procedures for its Members, including imposing sanctions provided that such procedures are consistent with the Bowls New Zealand Constitution, Bowls New Zealand Regulations;
- h) engage people and organisations to work for and with the Centre, provided that the payment for such services shall not exceed the market rate;
- i) be a member of, and contribute to the administration and promotion of, Bowls New Zealand, and the Game of Bowls in New Zealand;
- j) be a member of Bowls New Zealand;
- k) determine who are its Members in accordance with the Bowls New Zealand Constitution and the Club Constitutions;
- l) establish and maintain a Board, committees, and other groups and to delegate its powers and functions to such groups;

- m) deliver programmes for competing, coaching, and officiating of the Game of Bowls at Centre level which align with any Bowls New Zealand, or Club programmes and initiatives, including any nationally branded programmes developed by Bowls New Zealand
 - n) establish, organise, and control bowls competitions, tournaments and events in the Centre, including determining the rules and conditions of entry for such competitions, tournaments and events provided;
 - o) such competitions, tournaments and events comply with the Bowls New Zealand Constitution, the Bowls New Zealand Regulations;
 - p) award, grant, or otherwise honour achievement and services to the Game of Bowls and the Centre;
 - q) select Centre representatives including players and Appointed Personnel;
 - r) establish, maintain, and have an interest in corporate or other entities to carry on and conduct any part of the affairs of the Centre and for that purpose, to utilise any of the assets of the Centre;
 - s) print and publish documents and implement any computer systems or software packages that the Centre may consider desirable for the promotion of its Objects;
 - t) produce, develop, create, licence and otherwise exploit, use, and protect the Intellectual Property of the Centre;
 - u) purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, incorporated societies or organisations whose activities or objects are similar to those of the Centre, or with which the Centre is authorised to amalgamate or merge, or generally for any purpose designed to benefit the Centre; and
 - v) do any other acts or things which further the Objects.
- 5.2. The powers specified in Rule 5.1 shall not limit the rights and powers of the Centre as an incorporated society under the Incorporated Societies Act 2022.

PART II – MEMBERSHIP

6. Membership

- 6.1. **Membership Categories:** The categories of membership of the Centre, (collectively called “Members”) shall be:
- a) Clubs as described in Rule 2 (Interpretation) and Rule 7 (Member Clubs);
 - b) Individual Members as described in Rule 2 and Rule 8 (Individual Members); and
 - c) Honorary Life Members as described in Rule 9.
- 6.2. **Recognised and Associated Organisations:** In addition to its Members, the Centre may recognise certain organisations which have an interest in, or association with, the Game of Bowls and/or the Centre as described in Rule 10 (Recognised & Associated Organisations)..
- 6.3. **Administration:** Following the approval of a new Member, the Secretary shall:
- a) update the Centre’s Register of Members; and
 - b) notify Bowls New Zealand of the new Member with the details necessary to record the new Member on the Bowls New Zealand registers of members.
- 6.4. **General Rights & Obligations of Members:** In addition to any specific rights and obligations specified in this Constitution, all Members acknowledge and agree that:
- a) the Governing Documents constitute a contract between each of them and the Centre, and Bowls New Zealand and they are bound by the Governing Documents;
 - b) they shall comply with and observe the Governing Documents, and any determination, resolution or policy which may be made or passed by the Board, or the Bowls New Zealand Board;
 - c) they are subject to the jurisdiction of the Centre, and Bowls New Zealand;
 - d) the Governing Documents are necessary and reasonable for promoting the Objects of the Centre, and the objects of Bowls New Zealand;
 - e) the Governing Documents are made in the pursuit of a common object, namely the mutual and collective benefit of the Members, the Clubs, the Centre, Bowls New Zealand and the Game of Bowls; and

- f) they are entitled to all benefits, advantages, privileges, and services of membership as conferred by the Governing Documents.
- 6.5. **Sub-Centres:** Any one or more Clubs which are domiciled within a well-defined division of the Centre District may, by Ordinary Resolution at a General Meeting of the Centre, be permitted to form themselves into a Sub-Centre, for such purposes, with such derivative powers and authorities under the Centre, and upon and subject to such terms and conditions (not inconsistent with this Constitution and the Bowls New Zealand Constitution) as the Centre shall determine. Every Sub-Centre shall be deemed to be merely a component division of the Centre and shall be bound by the same obligations as the Centre. It shall not be entitled to separate representation at General Meetings of the Centre or Bowls New Zealand.
- 6.6. **Obligations of a Sub-Centre:** Each Sub-Centre shall:
- a) administer, promote and develop the Game of Bowls in accordance with the objects of Bowls New Zealand and the Objects of the Centre;
 - b) obtain the prior approval of the Centre for any Game of Bowls held by or under the auspices of the Sub-Centre;
 - c) not constitute itself as a separate incorporated entity, and recognise that at all times it is a sub-committee and division of the Centre, and subject to its authority and jurisdiction;
 - d) comply with all reasonable directions of the Centre Board;
 - e) provide such reports and information to the Centre Board as it reasonably requests;
 - f) only make decisions which the Centre Board has expressly authorised it to make, and to do so in accordance with any terms and conditions or limitations required by the Centre Board;
 - g) do all that is reasonably necessary to enable the objects of Bowls New Zealand and the Objects of the Centre, to be achieved;
 - h) act in good faith and with loyalty to Bowls New Zealand and the Centre to ensure the maintenance and enhancement of Bowls New Zealand, the Centre and the Game of Bowls, and its reputation, and to do so for the collective and mutual benefit of the Members and the Game of Bowls;
 - i) operate with, and promote, mutual trust and confidence between Bowls New Zealand, the Centre, and the Members; and
 - j) at all times act in the interests of the Members and the Game of Bowls.

7. Member Clubs

- 7.1. **Existing Clubs:** Every club that was a member of the Centre immediately prior to the commencement of this Constitution is deemed to be a Member of the Centre (as a Club) from the date this Constitution comes into force. Those Clubs shall be under the jurisdiction of the Centre and shall be bound by and subject to this Constitution.
- 7.2. **Obligations of a Club:** In addition to the obligations of a Club as a Member under Rule 14 (Rights & Obligations of Members), each Club shall:
- a) Administer, promote and develop the Game of Bowls at its Club in accordance with the objects of Bowls New Zealand and the Objects of the Centre;
 - b) be an incorporated society under the Incorporated Societies Act 2022, unless the written agreement of the Centre Board is obtained to remain as an unincorporated association until a specified date;
 - c) have as its members Playing Members, Limited Playing Members, Non-Playing Members, and Casual Members only, provided that such membership is consistent with the Bowls New Zealand Constitution, Bowls New Zealand Regulations, and this Constitution;
 - d) obtain the prior approval of Bowls New Zealand or the Centre in accordance with the Bowls New Zealand Regulations for any Game of Bowls held by or under the auspices of the Club where it is proposed that persons who are not Members of the Club may participate;
 - e) adopt a Constitution which is consistent with the Bowls New Zealand Constitution and this Constitution by such date(s) as determined by Bowls New Zealand. For this purpose Bowls New Zealand may issue a

“model constitution” from time to time for the guidance of Clubs drawing up or amending their Constitutions and subject to this Rule, each Club shall have power to draw up or amend its Constitution for its own administration as it thinks fit provided however that the Constitution of every Club shall contain the minimum judicial requirements as determined by the Bowls New Zealand Board and the following provision:

“All matches shall be played in accordance with the Laws of the Sport and Regulations as approved by Bowls New Zealand, and the Club and its members shall, as a condition of the continuance of membership to Bowls New Zealand, at all times and in all respects conform to and be bound by the Constitution of Bowls New Zealand.”;

- f) file an annual return of its Members with the Centre in accordance with Rule 15 (Register of Members);
 - g) apply its property and capacity in pursuit of the Objects of the Centre, the objects of the Club and the Game of Bowls;
 - h) do all that is reasonably necessary to enable the objects of Bowls New Zealand, the Objects of the Centre and the objects of the Club to be achieved;
 - i) act in good faith and with loyalty to Bowls New Zealand and the Centre to ensure the maintenance and enhancement of Bowls New Zealand, the Centre and the Game of Bowls, and its reputation, and to do so for the collective and mutual benefit of the Members and the Game of Bowls;
 - j) operate with, and promote, mutual trust and confidence between Bowls New Zealand, the Centre, and the Members;
 - k) at all times act in the interests of the Members and the Game of Bowls;
 - l) provide to the Centre upon request a copy of its constitution and all amendments to its constitution. Bowls New Zealand and/or the Centre Board may require a Club to amend its constitution if it, or any rule within it, is inconsistent or in conflict with the Bowls New Zealand Constitution or Bowls New Zealand Regulations or this Constitution or the Centre Regulations, as directed by the Bowls New Zealand Board and/or the Centre Board respectively; and
 - m) ensure that the Game of Bowls in the Club is not played with or under the authority or jurisdiction of any person, club, group or organisation where that person, club, group or organisation is not a member of Bowls New Zealand and/or the Centre, unless the prior written approval of the Centre Board has first been obtained.
- 7.3. **New Clubs:** Any club not included within the provisions of Rule 7.1 (Existing Clubs) which embodies a clearly defined and autonomous section organised for the playing of the Game of Bowls and desiring to be a member of Bowls New Zealand and the Centre shall make an application in writing to the Centre Manager. Such application must be accompanied by a copy of the Club’s constitution and an application for membership of Bowls New Zealand, which must be in the approved form and made in accordance with the Bowls New Zealand Constitution.
- 7.4. **Consideration of Application:** Upon receiving an application pursuant to Rule 7.3 (New Clubs), the Centre Board shall first consider the application. If it is approved by the Centre Board, the President of the Centre shall then countersign the application confirming that the application has been approved by the Centre Board and forward it to the Bowls New Zealand Board for approval. Upon approval of an application by an organisation to be a Member of the Centre as a Club, the Centre Manager shall notify Bowls New Zealand of the new Club so it can be recorded in the Bowls New Zealand Register of Members.
- 7.5. **Transferring Clubs:** The process outlined in Rule 7.4 (Consideration of Application) shall also apply to any Club which is a member of another Centre seeking to transfer its membership to this Centre.

8. Individual Members

- 8.1. **Individual Member Defined:** Subject to Rule 8.2 (New Individual Members), an Individual Member of the Centre is:

- a) a person who is a Playing Member, Limited Playing Member, Non-Playing Member, or Casual Member of a Club;
 - b) a member of the Centre Board;
 - c) a member of a Club Board of a Club in the Centre District;
 - d) a person who is an Officer or other Appointed Personnel of the Centre;
 - e) a person who is an Officer or other Appointed Personnel of any Club; or
 - f) an individual who:
 - 8.1.f.1. umpires or officiates and is a member of a Club; or
 - 8.1.f.2. is a Centre Representative; or
 - 8.1.f.3. coaches or manages any Bowls Team or Bowls Side competing, in any Game of Bowls held by or under the auspices of the Centre, or a Club
- 8.2. **New Individual Members:** An individual becomes an Individual Member upon any of the following occurring:
- a) in the case of a Playing Member, Limited Playing Members, Non-Playing Member or an umpire/official (as described in Rule 8.1f.2, upon such person satisfying the requirements for membership of a Club as specified in the constitution of the Club, or, if no requirements are specified then upon such person paying any membership or other fees due to their Club and completing the completion of the prescribed membership form;
 - b) in the case of an individual described in Rules 8.1b to 8.1e, 8.1f.2 and 8.1f.3, upon their election, selection or appointment to such position; or
 - c) in the case of a Casual Member, upon such person satisfying the requirements for membership of a Club as a Casual Member as specified in the constitution of the Club, or, if no requirements are specified then upon that person's written agreement to participate in a bowling event or competition held by or under the auspices of Bowls New Zealand (including any organising committee on their behalf), the Centre, or a Club, where such event or competition has been prior approved by Bowls New Zealand or the Centre in accordance with the Regulations. The Club, the Centre, or Bowls New Zealand (whichever is holding the event or competition) must ensure that those Casual Members agree in writing to participate in any such event or competition, and that their agreement includes an agreement to be an individual member of Bowls New Zealand, the Centre, and the Club for the period of the event or competition and/or while present at the bowling venue.
- 8.3. **Existing Individual Members:** Every person that was an individual member of the Centre immediately prior to the commencement of this Constitution is deemed to be an Individual Member of the Centre from the date this Constitution comes into force. Those Individual Members shall be under the jurisdiction of the Centre and shall be bound by and subject to this Constitution.

9. Life Members

- 9.1. **Life Membership:** Any affiliated Club may propose that a person be made a Life Member of the Centre. Every such proposal shall be made in writing setting out the basis upon which the proposer considers the person has rendered outstanding services to the Centre. The application shall first be considered by the Centre Board and if approved by it, shall be put forward for consideration at a General Meeting of the Centre. At any General Meeting where such a proposal is being considered, the proposal must be supported by a Special Resolution before life membership is conferred.
- 9.2. **Duration of Membership for Life Members:** Unless a Life Member's membership is terminated early in accordance with this Constitution, Life Members shall be Members of the Centre for their lifetime without any need to renew their Membership, commencing on the date their life membership is granted.
- 9.3. **Rights:** A Life Member shall be entitled, at that person's own expense, to attend all General Meetings of the Centre and take part in the debate but shall not be entitled to vote in that capacity.

- 9.4. **Obligations:** A Life Member is not required to complete a Centre membership form, but is deemed upon their appointment to acknowledge and agree to the obligations of a Member under Rule 14 (Rights & Obligations of Members)

10. Recognised & Associated Organisations

- 10.1. **Recognised Organisations:** The Centre recognises the following incorporated and unincorporated organisations as being representative of the people they respectively purport to represent:
- 10.2. **Not Members:** The organisations named in Rule 10.1 (Recognised Organisations) are not members of the Centre, but the Centre and its Members shall co-operate and use their best efforts with such organisations to promote their mutual interest in the Game of Bowls.
- 10.3. **Associated Organisations:** The Centre may from time to time, in its discretion, give appropriate recognition to any other organisation if satisfied that such organisation has been established wholly or in part to promote the Game of Bowls amongst a special interest group that it purports to represent.
- 10.4. **Provision of Assistance:** The Centre Board may from time to time take whatever action it, in its discretion, deems appropriate to assist recognised representative organisations in increasing the participation of their respective members in the Game of Bowls.

11. Centre Boundaries

- 11.1. The Centre District's boundaries, and the Clubs which are situated in such boundaries, shall be recorded in an official Centre District Register. This register shall be retained at the offices of the Centre.
- 11.2. Alterations to the Centre District's boundaries or the Clubs within those boundaries may only be made at a general meeting of Bowls New Zealand in accordance with the Bowls New Zealand Constitution.

12. Centre Board Intervention

- 12.1. The Centre Board may intervene in the governance, management, or operations of a Club in whatever manner it considers appropriate, (including appointing a person or persons to act in place of a Club Board). This may occur if the Centre Board considers that to do so is in the best interests of the Centre and the Game of Bowls, and that of the Club:
- If following the written request of either the Board of the Club or the written request of the majority of playing members, based on the most up to date records held at the office of the Centre, the Centre Board considers it is in the best interests of the Centre, Bowls New Zealand and/or the Game of Bowls and/or the Club concern.
- 12.2. Subject to the provision of this Rule 12.3, the Centre Board may of its own initiative, intervene in the governance, management or operates of a Club in whatever manner it considers appropriate, (including appointing a person or persons to act in place of a Club Board) when it is aware that the club:
- a) is having, or likely to have, significant administrative, operational or financial difficulties; or
 - b) has breached a term of any agreement entered into between the Centre and the Club; or
 - c) has less than 10 members; or
 - d) takes, or has taken against it, any action or proceedings to wind up, dissolve or liquidate it (unless for the purposes of amalgamation); or
 - e) enters into a compromise or arrangement with its creditors, other than a voluntary liquidation for the purpose of amalgamation with another Club; or
 - f) has a mortgagee or other creditor take possession of any of its assets; or
 - g) is acting in a manner which is bringing, or is likely to bring, the Game of Bowls into disrepute.
 - h) Is acting in breach of the Constitution or Regulations of Bowls New Zealand, the Centre or of the Club concerned.
- 12.3. The intervention, initiated by the Centre Board may only occur if after having convened a SGM in accordance with Rule 24.9 (Notice of SGM), at which the Centre Board explains the reason(s) they believe an

intervention is necessary and the Club concerned having the right of reply, the intervention is approved by the delegates in accordance with Rule 24.13 (Voting).

13. Subscriptions & Other Fees

- 13.1. **Annual Subscriptions:** The annual subscription fee(s) due and payable to the Centre by every Member (other than any Life Member) shall be determined as follows:
- a) the Board shall recommend the annual subscription fee(s) for Members (including any variations for any subcategories of these membership categories) for consideration at a General Meeting;
 - b) the recommended annual subscription fee(s) shall be approved at a General Meeting and if they are not approved the fee(s) shall remain the same as the previous year.
- 13.2. **Additional Fees:** In addition to the annual subscription fee(s) Members, the Board may, in its discretion, specify administration, entry, or other fees for competitions, tournaments, matches or other activities at the Centre, which may be due and payable by any category of Member including Casual Members.
- 13.3. **Payment Date(s):** The Board may determine, in its discretion, the due date(s) for payment of any fees.
- 13.4. **Reduction:** The Board has the power to reduce the annual subscription fee(s) payable by any Member seeking to join the Centre in any category of membership if the person is seeking to join the Centre after the Membership Year has commenced.
- 13.5. **Default by Members:** If a Member (except a Life Member) has not paid their annual subscription fee(s) or any other moneys owing to the Centre within 30 Days of the due date for payment then that club's membership may be suspended and that club (and its membership) shall not be entitled to exercise or enjoy any right, privilege, or advantage of membership until all such moneys have been paid, unless the Board determines otherwise in special circumstances. Before any suspension can take effect the Centre must give written notice to the Member concerned of the outstanding moneys owed.
- 13.6. **Penalty:** The Board may determine a penalty payment (or payments) for any default in payment of any annual subscription fee(s) or other fees by a Member.

14. Rights & Obligations of Members

- 14.1. Members acknowledge and agree that:
- a) this Constitution, and the Bowls New Zealand Constitution, constitute a contract between each of them and the Centre and Bowls New Zealand and they are bound by this Constitution and the Centre Regulations, and the Bowls New Zealand Constitution and the Bowls New Zealand Regulations;
 - b) they shall comply with and observe this Constitution and the Centre Regulations, and the Bowls New Zealand Constitution and Bowls New Zealand Regulations, and any determination, resolution or policy which may be made or passed by the Centre Board or the Board of Bowls New Zealand;
 - c) they are subject to the jurisdiction of the Centre and Bowls New Zealand;
 - d) this Constitution and the Centre Regulations, and the Bowls New Zealand Constitution and Bowls New Zealand Regulations, are necessary and reasonable for promoting the Objects of the Centre and the objects of Bowls New Zealand;
 - e) this Constitution and the Centre Regulations, and the Bowls New Zealand Constitution and Bowls New Zealand Regulations, are made in the pursuit of a common object, namely the mutual and collective benefit of Bowls New Zealand, the Centre, its Members and the Game of Bowls; and
 - f) they are entitled to all benefits, advantages, privileges and services of membership as conferred by this Constitution and the Bowls New Zealand Constitution

15. Register of Members

- 15.1. **Membership Return:** The Clubs shall complete an annual return setting out details of all Members of the Club for the purposes of:

- a) enabling the Club, Centre, and Bowls New Zealand to comply with the Incorporated Societies Act 2022 (by recording the name, address, contact details and date of joining of each Member);
 - b) determining the exact numbers of each category of Member;
 - c) determining the exact amount of the fees payable by the Club to the Centre and/or Bowls New Zealand (where applicable);
 - d) enabling the Club, the Centre and Bowls New Zealand to meet any contractual statistics and legal obligations they may have, including the provision of membership lists containing the names and contact details of Members.
- 15.2. **Filing Annual Return:** The Club's annual return, for the period 1 January to 31 December, shall be sent to the Centre by 31 January in each year. The Centre's annual return must be certified as true and correct by the Club's President and/or Secretary.
- 15.3. **Failure to File Return:** If the Club fails to forward a full and accurate completed return of all of its Members in the required format by the due date, it shall be deemed to have had its membership of the Centre and Bowls New Zealand suspended and the Members shall be debarred from entering into any Centre or Bowls New Zealand competition or tournament until such time as a completed return is filed by the Club. However, the Club is not required to include in its return of Members the particulars of any Member who has applied for exemption under Rule 15.5 (Exemptions) until such time as the application has been finally determined.
- 15.4. **Privacy Act 2020:** It is a condition of membership of the Club that each Member provide certain personal information about themselves (including their name, contact details, date of joining and the other mandatory personal information sought in the Membership Form). For the purposes of Principles 10-11 of the Privacy Act 2020, the use or disclosure of personal information obtained pursuant to Rule 15.1 (Membership Return) shall, subject to the provisions of Rule 15.5 (Exemptions), be a use or disclosure of information authorised by the individual concerned or a use or disclosure connected with or directly related to the purpose for which the information was obtained.
- 15.5. **Exemptions:** Notwithstanding the provisions of Rule 15.4 (Privacy Act 2020):
- a) should any person object to the disclosure of personal information in the manner prescribed by the Club, they may make application to the Centre's Privacy Officer for an exemption. Any application to the Privacy Officer for exemption under this provision shall fully state the grounds upon which the applicant relies; and
 - b) any person dissatisfied with the decision of the Privacy Officer under this Rule may request that the matter be considered by the Board whose decision shall be final. The Board may, if it wishes to do so, seek input from Bowls New Zealand before making any final determination.
- 15.6. **Inspection of Register:** Any entry on the Register of Members shall, in respect of a Member, be available for inspection by that Member, upon reasonable request and in compliance with the Privacy Act 2020.

16. Resignation, Suspension & Termination of Membership

- 16.1. **Methods:** A Member's membership of the Centre shall end in any of the following circumstances:
- a) expiry (if any) of their membership;
 - b) resignation of membership as described in Rule 16.2 (Resignation);
 - c) termination for default in fees as described in Rule 16.4 (Suspension & Termination for Default in Fees); or
 - d) termination under Rule 25(Discipline).
- 16.2. **Resignation:** A Member may resign their membership of the Centre by giving not less than 30 Days' notice in writing to the Centre Secretary (or such other person as designated by the Board) and Bowls New Zealand. On expiry of the notice period, and provided that the Member has paid all arrears of subscriptions and fees due and payable to the Centre and Bowls New Zealand, the Member shall cease to be a Member.

- 16.3. **Suspension & Termination of Membership:** For the purposes of this Rule 16 (Resignation, Suspension & Termination), the term “suspension” means the act of suspending a Member from membership of the Centre for a defined period of time, unless the terms of the suspension specify otherwise. The term “termination” means the action of expelling the Member and terminating their membership of the Centre indefinitely, unless the terms of the termination specify otherwise.
- 16.4. **Suspension & Termination for Default in Fees:** A Member may have their membership of the Centre suspended or terminated by the Board if any fees are due and outstanding to the Centre for a period of 60 Days or longer after the date of any notice requiring the Member to pay the same has been given to the Member by the Centre. Any such Member shall not be relieved from liability to pay the money owed to the Centre.
- 16.5. **Suspension & Termination by the Centre:** A Member may have their membership of the Centre suspended or terminated (and therefore also have their membership of Bowls New Zealand suspended or terminated) by the Board in accordance with Rule 25 (Discipline).
- 16.6. **Suspension & Termination by Bowls New Zealand:** A Member who has had their membership of the Bowls New Zealand suspended or terminated by Bowls New Zealand shall also have their membership of the Centre suspended or terminated. The Board is required to suspend or terminate any such Member immediately upon receiving notice from Bowls New Zealand that such suspension or termination has been determined. If the Member is subsequently reinstated to membership of Bowls New Zealand, then that membership shall be reinstated by the Board upon the Centre receiving notice from Bowls New Zealand of such reinstatement.
- 16.7. **Notification of Decision:** Upon receipt of any decision to suspend or terminate a membership of the under Rule 16.5 (Suspension & Termination by the Centre) or Rule 16.6 (Suspension & Termination by Bowls New Zealand), the Secretary shall, as soon as practicable, inform the Member concerned and update the Centre’s Register of Members.
- 16.8. **Consequences of Suspension or Termination of Membership:** A Member who is suspended or terminated from membership of the Centre shall forfeit all rights in and claims upon the Centre and its property (including Intellectual Property), and shall not use any Centre property (including Intellectual Property). In particular the Member shall:
- a) not be entitled to any of the rights or privileges of membership set out in the Governing Documents, including the right to vote at General Meetings;
 - b) not be entitled to participate, practice or play the Game of Bowls in any capacity in any competition, tournament, event or activity of the Centre and where specified Bowls New Zealand;
 - c) not be entitled to have access to any function, activity, facilities, services or premises of the Centre and where specified Bowls New Zealand; and
 - d) not be entitled to apply for, or be granted, membership, or to compete or play in a Game of Bowls with or for any other Club or Centre should the suspension or termination include all bowls and if such membership or playing rights are granted such membership and/or rights shall be invalid and in breach of this Constitution, for the period of the suspension, or in the case of termination, indefinitely unless membership is reinstated in accordance with Rule 16.9 (Reinstatement by Centre).
- The Judicial Process may recommend that the suspended or terminated Member also be suspended or terminated by Bowls New Zealand based on the severity and nature of the misconduct as recommended in the Bowls New Zealand Disciplinary Guidebook.
- 16.9. **Reinstatement by Centre:** Membership, which has been suspended or terminated by a Centre, may be reinstated at the discretion of the Centre Board. If a member of a Centre has their membership of the Centre reinstated by the Centre, the Centre must notify Bowls New Zealand of such reinstatement within 7 Days of the decision to do so, to enable Bowls New Zealand to amend their respective registers of members accordingly.

PART III – GOVERNANCE

17. Patron

- 17.1. The Board may, if it considers it appropriate to do so, make a recommendation to the Members for consideration at a General Meeting that a person be elected as the patron of the Centre for a specified period of time. If the Board provides such a recommendation and it is approved by Ordinary Resolution at a General Meeting, then that person shall become the patron of the Centre at the conclusion of that General Meeting for the period determined by the Centre. The patron shall not be a member of the Board.

18. Board

- 18.1. **Positions on the Board:** The Centre shall have a Board which shall consist of up to seven (7) persons and no less than five (5) persons who have assumed office in accordance with this Rule 18 (Board). The Board shall consist of the following:
- a) a President;
 - b) a Vice President; and
 - c) up to five other persons (including any persons co-opted to serve on the Board in accordance with this Constitution).
- 18.2. **Election:** The members of the Board of the Centre shall be elected at each AGM in accordance with this Rule 18 (Board), except for any members co-opted under Rule 18.3 (Co-option) or 19.2 (Co-option if a Vacancy Arises).
- 18.3. **Co-option:** The Board may, if it considers it desirable to do so at any time, co-opt up to two persons to serve on the Board for a period determined by the Board (which shall not be longer than the next AGM and election of Officers). There is no limit to the number of times an individual may be co-opted onto the Board.
- 18.4. **Restriction:** Individuals may not be elected or co-opted to serve on the Board if any of the following apply:
- a) the person is an undischarged bankrupt, or is subject to a condition not yet fulfilled or any order under the Insolvency Act 2006;
 - b) the person has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last seven years;
 - c) the person has been prohibited from being a director or promoter of, or being concerned or taking part in, the management of an incorporated or unincorporated body under the Companies Act 1993, Securities Act 1978, the Securities Markets Act 1988, the Takeovers Act 1993, or from being an officer of a charitable entity under the Charities Act 2005; and
 - d) the person is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of the Protection of Personal and Property Rights Act 1988.

The person wishing to serve on the Board must be a Member of a Club.

- 18.5. **Term of Office:** The term of office of all elected members of the Board shall be from the conclusion of the AGM. Subject to the provisions of this Constitution, all persons elected to the Centre Board shall serve on the Centre Board for a term that shall conclude at the AGM two years after their election. There is no limit to the number of times a person may be elected to the Centre Board.
Subject to Rule 18.3 (Co-option), the term of office for a person who is co-opted to the Board shall commence on their co-option and expire at the conclusion of the next AGM. Each member of the Board shall be eligible for re-election or co-option.
- 18.6. **Schedule of Rotation:** To ensure rotation on the Centre Board, there must be at least two vacancies (whether by expiry of term of office, retirement or otherwise) on the Centre Board at every AGM. If there are insufficient vacancies to give effect to this requirement the Centre Board shall, prior to the AGM, determine by lot which of its number shall retire and notify the Delegates of this decision prior to the AGM

- 18.7. **Call for Applications:** Prior to the AGM in each year, the Centre shall call for applications for positions on the Board. The call for applications must include the closing date for receiving applications, which should generally be at least 14 Days prior to the AGM so that the details of any applicants for Board positions can be included in the agenda for the AGM.
- 18.8. **Form of Applications:** Unless Rule 18.9 (No Applications) applies, all applications for positions on the Board shall:
- a) be in writing and signed by the applicant;
 - b) indicate the position for which the applicant is seeking election (if a specific position is sought); and
 - c) include the applicant's full postal address and contact details and such other information as the Board may request in respect of each application.
- 18.9. **No Applications:** If no valid application for a vacant position on the Board is received by the Centre in advance of the applicable AGM, applications for that position may be called from the floor at the AGM at which the election is to occur.
- 18.10. **Single Application:** If only one application is received for a position then, unless Rule 18.4 (Restriction) applies so that the applicant is not eligible to serve on the Board, the chairperson of the AGM at which the application was to be considered shall declare the applicant elected and there shall be no need for a vote.
- 18.11. **Multiple Applications:** If more than one valid application for any position on the Board is received by the Centre:
- a) the Centre shall advise all Voting Members of the names, addresses and contact details of all valid applicants for each position, and provide such other information as the Board deems appropriate; and
 - b) at the AGM an election shall be held by a secret ballot or show of hands if the AGM agrees according to Rule 24.13 (Voting) being taken amongst those Voting Members present and entitled to vote at the AGM and the highest polling candidates shall be declared elected.
- 18.12. **Order:** Any elections to the Board at a General Meeting shall be conducted and declared in the order in which the positions appear in Rule 18.1 (Positions on the Board).
- 18.13. **Equality of Votes:** Where there is an equality of votes between candidates for a position on the Board a second ballot shall be held between the equal candidates. Where there is still an equality of votes after the second ballot the outcome shall be determined by the drawing of lots.
- 18.14. **Suspension of Board Member:** The Board may, after reasonable enquiry and after giving the person concerned the right to be heard, suspend a person from their position on the Board in the following circumstances:
- a) if the person is charged with committing a criminal offence punishable by a term of imprisonment and the Board consider the circumstances justify immediate suspension; or
 - b) if any of the circumstances described in Rule 18.4 (Restriction) occur to that person during their term of office; or
 - c) if the Board consider any member of the Board has breached any one or more of the duties specified in Rule 21.2 (Duties of the Board); or
 - d) if the Board consider any member of the Board has acted in a manner that has caused, or may cause, significant harm to the Centre.
- 18.15. **Removal From Office:** In addition to the power of suspension in Rule 18.14 (Suspension of Board Member) the Board may, with the approval of a motion by no less than two-thirds of the Board, remove any Board Member from the Board before the expiry of their term of office if any of the circumstances set out in Rule 18.14a to 18.14d apply, provided that:
- a) the person concerned has been notified that a Board meeting is to be held to discuss that person's removal from office; and
 - b) the person concerned has been given an opportunity to make submissions about the proposed removal prior to the Board meeting or by submission in person at the Board meeting.

19. Vacancies on the Board

- 19.1. **Vacancies:** A position on the Board shall be vacated immediately if the holder of it:
- a) resigns from his or her position on the Board;
 - b) is removed from office in accordance with this Constitution;
 - c) is absent from three (or more) consecutive meetings of the Board without the approval of the Board; or
 - d) dies.
- 19.2. **Co-option if a Vacancy Arises:** In addition to the power specified in Rule 18.3 (Co-option), if any vacancy arises on the Board after an AGM the Board has the power to fill that vacancy by co-option until the next AGM, or the Board may choose to leave the position vacant until the next AGM.
- 19.3. **Vacancy of President's Position:** If the position of President becomes vacant, the Vice-President shall automatically assume this position for the balance of the President's term of office. If the Vice-President position becomes vacant, the position shall be left vacant until the next AGM.

20. Proceedings of the Board

- 20.1. **Board Meetings:** Meetings of the Board may be called at any time by the President or two or more Board Members, but generally the Board shall meet at least seven (7) times per year.
- 20.2. **Notice of Meetings:** Unless an urgent matter needs to be considered, the Secretary shall provide each Board Member with not less than 14 Days' written notice of any Board meeting convened under Rule 20.1 (Board Meetings).
- 20.3. **Chairperson:** At the first Board meeting following each AGM, the Board shall elect a chairperson from amongst their number ("Chairperson"). The Chairperson shall chair all meetings of the Board unless he or she is unavailable - in which case the Board shall select another member of the Board to stand in his or her place during the period of unavailability.
- 20.4. **Quorum:** The quorum necessary for the transaction of business of the Board shall be greater than 50% of the elected Board Members. No business shall be transacted at any Board meeting unless a quorum is present when the meeting proceeds to business. In the event of a quorum not being present within half an hour after the appointed time on the meeting date, the meeting shall stand adjourned to a date, time, and place to be fixed on adjourning the meeting, which must be notified to all Board Members. If at the adjourned meeting a quorum is not present within half an hour after the appointed time, the Board Members present at the reconvened meeting shall constitute a quorum.
- 20.5. **Disclosure of Interests:** Any Board Member who may derive some personal or financial advantage from any matter before the Board shall disclose the nature and extent of their interest to the Board and shall take no part whatsoever in the matter before the Board where they hold such interest.
- 20.6. **Voting:** Each Board Member present, at any Board meeting, may only exercise one vote, except that in the event of an equality of votes (but not otherwise) the Chairperson shall have a deliberative vote and a casting vote. Voting shall be by voices or, upon request from any Board Member, by show of hands or a ballot. Proxy and postal voting are not permitted at meetings of the Board.
- 20.7. **Resolutions:** The Board may make a decision by signed resolution or consent in lieu of a meeting. Any such resolution shall be valid as if it had been passed at a meeting of the Board as long as:
- a) a copy of the proposed resolution is sent to every Board Member; and
 - b) over half of the Board Members sign or consent to the resolution and return evidence of this consent to the Secretary (or such other person as agreed by the Board) by mail, electronic mail, facsimile, or another form of visible or electronic communication, by the date and time specified by the Secretary.
- 20.8. **Minutes:** The Secretary shall ensure the proceedings of each Board meeting are properly recorded as soon as possible after the conclusion of each Board meeting. A copy of such minutes shall then be made available upon request to any Member of the Centre. A copy of each set of minutes shall also be permanently affixed in a minute book of the Centre and confirmed at the next meeting of the Board.

- 20.9. **Meetings Using Technology:** A meeting of the Board may be held by the contemporaneous linking together by telephone or other means of communication of the Board Members provided that prior notice of the meeting is given to all Board Members and provided that all persons participating in the meeting are able to hear each other effectively and simultaneously.
- 20.10. **Expenses:** Subject to the requirements in Rule 31 (Application of Income & No Pecuniary Profit), the Board may, by majority vote, reimburse its Board Members for their actual and reasonable expenses incurred in the conduct of the business of the Centre. Prior to doing so the Board must establish a policy to be applied to the reimbursement of any such expenses.
- 20.11. **Matters Not Provided For:** If any situation arises that, in the opinion of the Board, is not provided for in the Governing Documents, the matter may be determined by the Board.

21. Powers & Duties of the Board

- 21.1. **Overall Power:** The Board shall govern the Centre and be responsible for managing the business and affairs of the Centre. Subject to this Constitution, the Board may exercise all of the powers of the Centre and do all things that are not expressly required to be undertaken at a General Meeting. The Board may, through clearly defined delegations of authority, delegate the day-to-day management of the business and affairs of the Centre to the Secretary and/or any other Appointed Personnel.
- 21.2. **Duties of Board Members:** The specific duties for each role on the Board are those specified in this Constitution and any others as determined by the Board. The general duties of each Board Member are to:
- act in good faith and in the best interests of the Centre at all times;
 - exercise the powers of the Board for proper purposes;
 - act, and ensure the Centre acts, in accordance with this Constitution;
 - not agree to, nor cause to allow, the activities of the Centre to be carried on in a manner likely to create a substantial risk of serious loss to the Centre's creditors;
 - not agree to the Centre incurring any obligations unless the Board Member believes at that time, on reasonable grounds, that the Centre will be able to perform the obligations when it is required to do so; and
 - exercise the care, diligence, and skill that a reasonable Board Member would exercise in the same circumstances taking into account, but without limitation, the nature of the Centre, the nature of the decision, the position of the Board Member, and the nature of the responsibilities undertaken by the Board Member.
- 21.3. **Powers of the Board:** Without limiting the generality of the Board's powers to carry out the Objects of the Centre as it considers necessary (provided this is done in accordance with the powers of the Centre as specified in Rule 5 – Powers), the Board shall have the following specific powers, to:
- develop and implement strategies, policies, and procedures for the administration, promotion, and development of the Game of Bowls at the Centre;
 - develop and implement prudent policies to protect and enhance the Centre's finances and property;
 - develop Centre programmes for playing, coaching, umpiring and administering the Game of Bowls and implement them in accordance with any directions from Bowls New Zealand;
 - control, manage, borrow, and expend the funds of the Centre including the power to invest or otherwise deal with such funds, and to incur liability as it may think necessary or expedient, in accordance with the powers of the Centre set out in Rule 5 (Powers) of this Constitution;
 - set the fees payable by the Members and enforce payment of such fees in accordance with this Constitution;
 - engage people or organisations to work for and with the Centre on terms as determined by the Board (provided that the payment for such services shall not exceed the market rate), and manage the terms and conditions of their engagement;

- g) delegate and/or designate specific areas of responsibility to specific Board Members or Appointed Personnel;
- h) establish, appoint, and determine the composition of any sub-committees, committees and other groups as it considers appropriate to assist it to carry out its responsibilities and to delegate to them such powers as it considers appropriate;
- i) engage, contract, or otherwise agree to obtain the assistance or advice of any person or organisation;
- j) appoint a delegate (or delegates) to represent the Centre at meetings;
- k) subject to this Constitution, fill vacancies on the Board, any committees, and any other groups which are established by it;
- l) determine the yearly calendar for Centre tournaments, events and competitions;
- m) determine the conditions and rules of Centre tournaments, events and competitions, held by or under its auspices;
- n) where the Centre has sufficient resources to do so, engage managers, coaches, umpires, greenkeepers and any other necessary support personnel for Centre representative bowls teams and competitions, determine the terms and conditions of such appointments and, if necessary, terminate such appointments;
- o) appoint or select Centre representative players and Appointed Personnel;
- p) enforce the Laws of the Sport in accordance with the Laws of the Sport and the Governing Documents;
- q) discipline Members in accordance with this Constitution and the Regulations;
- r) hear and determine any Disputes, Misconduct or other matters as specified in this Constitution and the Regulations; and
- s) regularly update the Centre's position descriptions and Regulations (if applicable).

22. Duties of the Secretary

22.1. **Duties:** The Centre Secretary shall:

- a) give notice of, and attend, all General Meetings and Board meetings (unless they are unavailable in which case a Board Member (selected by the Board) shall fill this role);
- b) keep minutes of the proceedings of all General Meetings and Board meetings (unless they are unavailable in which case a Board Member (selected by the Board) shall fill this role);
- c) prepare and forward the annual return of the Centre (if applicable), in accordance with the requirements of Bowls New Zealand;
- d) maintain the Club's Register of Members in accordance with this Constitution;
- e) generally perform such duties as are required under the Governing Documents; and
- f) be one of the nominated person(s) as contact for the Incorporated Society and ensure all documentation is kept up to date with the Registrar of the Incorporated Societies.

23. Delegate to Represent the Centre

23.1. At any time the Board may appoint a person to act as a Delegate for the Centre at meetings of the Clubs and Bowls New Zealand. If a person is so appointed, then:

- a) when specific instructions are given by the Board or the Centre, the Delegate shall vote at general meetings of Clubs and Bowls New Zealand in accordance those directions;
- b) if no specific instructions are given the Delegate may vote as they consider appropriate having regard to any views expressed to them by the Centre and its Members; and
- c) the delegate shall report to the Board all decisions of the Clubs and Bowls New Zealand which it is made aware of that are of interest to the Centre.

24. General Meetings

- 24.1. **Annual General Meeting:** An Annual General Meeting (“AGM”) of the Centre shall be held not later than three months after the Financial Year End of the Centre.
- 24.2. **Special General Meetings:** Any other general meeting of the Voting Members shall be described as a Special General Meeting (“SGM”).
- 24.3. **Notice of AGM:** The Centre shall give at least 30 Days’ written notice of any AGM to all Board Members and Voting Members. The notice shall set out:
- a) the date, time, and venue for the AGM (as determined by the Board); and
 - b) the closing date(s) for applications for elected positions, proposed motions, and any other items of business to be submitted to the Centre, which must be not less than 14 Days prior to the AGM unless otherwise agreed by the Board.
 - c) the format by which the meeting will be conducted, either in person or through the use of appropriate audio visual technology.
- Written resolutions may not be passed in lieu of a General Meeting.
- 24.4. **AGM Business:** The business to be transacted at every AGM shall include:
- a) confirmation of the minutes of the previous AGM and any SGM held since the previous AGM;
 - b) receiving the Board’s report for the financial year;
 - c) receiving the reviewed statement of accounts and balance sheet for the Centre for the financial year;
 - d) the election of members of the Board;
 - e) fixing the annual subscription fee(s);
 - f) considering and determining any notices of motion which propose alterations to the Constitution of which due and proper notice has been given in accordance with Rule 32.2 (Timing);
 - g) consider any notices received and making recommendations as a board for new Life membership of the Centre;
 - h) considering and making recommendations to the Board as a result of any notices of motion of which due and proper notice has been given in accordance with Rule 24.6 (Notices of Motion); and
 - i) transacting such other business as the General Meeting considers appropriate.
- 24.5. **AGM Agenda:** An agenda containing the business to be discussed at the AGM (as set out in Rule 24.4 – AGM Business) shall be sent to all Board Members and all Voting Members no later than 7 Days before the date of the General Meeting. Any additional items of general business may be raised from the floor with the consent of the President of the Centre.
- 24.6. **Notices of Motion:** Any notice of motion from a Voting Member must be received by the Secretary at least 14 Days prior to an AGM in order to be considered at that meeting, unless otherwise agreed by the Board. Only Voting Members may submit notices of motion. Every notice of motion must be signed by the Voting Member who submitted it.
- 24.7. **Urgent Matters:** Any matter of an urgent or extraordinary nature which normally would be required to be the subject of a notice of motion before it could be considered at an AGM, may be brought before an AGM and determined by the Members at that AGM but only if a decision to consider and determine the matter without it being circulated to all other Voting Members who are not present at that AGM is approved by Special Resolution at that AGM.
- 24.8. **Special General Meeting:** The Secretary shall convene a SGM of the Centre by giving the requisite notice required under Rule 24.9 (Notice of SGM):
- a) when directed to do so by the Board, which direction must include full details of the business to be dealt with at the meeting; or
 - b) on requisition in writing signed by not less than eight Voting Members which requisition must provide full details of the business that is proposed to be dealt with at the meeting.

- 24.9. **Notice of SGM:** If the Secretary is required to convene a SGM, the Secretary shall give at least 14 Days' notice of the time, date, and venue of such meeting to all Board Members and all Voting Members, unless the Board considers such notice period is not practicable due to exceptional circumstances. The notice of SGM must clearly state the reasons why the SGM is being convened and provide as full details as possible of the nature of the business to be transacted at the meeting. Only the business stated in the notice of SGM may be dealt with at the SGM.
- 24.10. **Chairperson:** The Centre President (or another person nominated by the President & Board) shall chair all General Meetings of the Centre.
- 24.11. **Procedure:** At any General Meeting of the Centre every Voting Member who is present at the General Meeting shall be entitled to vote on each matter being determined.
- 24.12. **Observers:** In addition to the Voting Members, all other Members are entitled to attend General Meetings as observers, but shall not be entitled to:
- a) speak unless permitted by the chairperson of the General Meeting; or
 - b) vote.
- 24.13. **Voting:** At General Meetings:
- a) all voting shall be by show of hands unless any two Voting Members present and entitled to vote at the General Meeting request a secret ballot, in which case voting shall be by secret ballot;
 - b) each Club represented at a General Meeting by its Delegate shall be entitled to one vote for every forty Playing Members (or part thereof) as at 31 December last preceding the General Meeting, up to a maximum of three votes;
 - c) the Secretary shall declare the voting entitlement for each Club at the General Meeting, based on the most up to date records held at the office of Centre as to number of Individual Members;
 - d) where a show of hands or ballot is taken, the total votes for and against the motion or amendment may be recorded;
 - e) voting shall be by Ordinary Resolution unless this Constitution expressly requires a Special Resolution;
 - f) the chairperson of the General Meeting shall have a deliberative vote, and, in the event of a tied vote (but not otherwise), the chairperson of the General Meeting shall also have a casting vote; and
 - g) no proxy voting shall be allowed.
- 24.14. **Meeting Procedure:** At General Meetings:
- a) the quorum shall be enough Voting Members to represent at least a quarter of the total Voting Members of the Centre, provided that should such number not be a whole number, the quorum shall be rounded up to the next whole number;
 - b) no business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. In the event of a quorum not being present within half an hour after the appointed time on the meeting date, the meeting shall stand adjourned to a date, time, and venue to be fixed by the chairperson of the General Meeting on adjourning the meeting. The re-appointed date shall be at least 14 days after the original meeting. If a quorum is not present within half an hour after the appointed commencement time of the reconvened meeting, the Voting Members present at the reconvened meeting shall constitute a quorum; and
 - c) on all questions of order, the decision of the chairperson of the General Meeting shall be final unless dissented from by Ordinary Resolution.
- 24.15. **Minutes:** The Secretary shall ensure the proceedings of all General Meetings are recorded and incorporated in a minute book. As soon as possible after the conclusion of each General Meeting the Secretary shall forward a copy of the minutes to all Board Members and the Clubs.

PART V – DISCIPLINE FOR MISCONDUCT, DISPUTES & COMPLAINTS

25. Definitions

- 25.1. **Misconduct:** Misconduct means, but shall not be restricted to, situations where a Member (including Bowling Club Member):
- a) breaches any provision of the Laws of the Sport;
 - b) deliberately loses or attempts to lose a Game of Bowls or plays unfairly; unless it is match fixing in which case the Bowls New Zealand Anti-Match Fixing Domestic Regulation shall apply;
 - c) alters a bowl after it has been stamped by a registered bowls tester without submitting it for retesting and restamping;
 - d) at any event, function or activity of the Centre whilst on the property of a Bowling Club or the Centre, uses any profane, indecent or improper language;
 - e) at any time or place engages in offensive or insulting behaviour towards the Centre, or any member of the Centre, or any visitors to the Centre, or any person acting for or on behalf of the Centre;
 - f) breaches:
 - 25.1.f.1. any provision of this Constitution, or the Bowls New Zealand;
 - 25.1.f.2. the regulations, by-laws or other rules (however described) of the Centre, or Bowls New Zealand;
 - 25.1.f.3. any policies of the Centre, or Bowls New Zealand;
 - 25.1.f.4. any reasonable direction of the Centre, or Bowls New Zealand (or person authorised on their behalf);
 - 25.1.f.5. any decision of a General Meeting, the Board or of any equivalent bodies of Bowls New Zealand;
 - g) acts in a manner which brought, or could bring, Bowls New Zealand, or the Centre into disrepute;
 - h) acts in a manner unbecoming of a Member, or which is prejudicial to the Objects and/or the objects of Bowls New Zealand and/or the Centre;
 - i) fails or refuses, for a period of one calendar month to pay any fine or monetary penalty imposed by Bowls New Zealand, and/or the Centre or any authority under the jurisdiction of Bowls New Zealand or the Centre; and/or
 - j) aids or abets any of the conduct specified in (a) to (i) above.
- 25.2. **Disputes & Complaints:** A dispute or complaint is a situation where a Member has a grievance or difference about the meaning or effect of any rule, provision, decision, policy, practice, right, privilege or direction determined by another Member or the Centre. A Dispute or Complaint shall not include:
- a) any grievance or difference about the meaning or effect of any rule of the Bowls New Zealand Anti-Doping and Anti-Match Fixing Domestic Regulations;
 - b) any decision of the Bowls New Zealand Board; or
 - c) a matter which involves an allegation of Misconduct.

26. Jurisdiction

- 26.1. **Jurisdiction of the Centre Board:** Subject to Rule 26.2 (Jurisdiction of Bowls New Zealand) and in accordance with the Centre Regulations, the Board has jurisdiction to hear and determine Disputes & Complaints, and Misconduct at Centre Level. For the purposes of this Rule the Centre Board includes any sub-committee of the Centre, including a judicial committee established by the Board in accordance with Rule 21.3h (Powers & Duties of the Board).
- 26.2. **Jurisdiction of Bowls New Zealand:** Bowls New Zealand in accordance with the Bowls New Zealand Regulations, shall have jurisdiction to hear and determine:
- a) Matters of Misconduct, as established in Rule 25.1;
 - b) Complaints, Disputes and Misconduct at National and International Events, unless already heard in accordance with any applicable event rule;
 - c) Matters relating to Anti-Doping and Anti-Match Fixing; and/or

d) Any breach of a decision of the Bowls New Zealand Board.

26.3. **Jurisdiction for Misconduct:** An individual member may elect to have matters of Misconduct heard by either the Centre or Bowls New Zealand. If any party objects to Jurisdiction, then the matter will automatically be referred to Bowls New Zealand.

27. Procedure

27.1. The relevant body in Rule 26 (Jurisdiction) shall take such action as it considers appropriate, provided it acts in accordance with the principles of natural justice and any applicable Regulations.

27.2. An individual member or an Officer may make a complaint by giving to the Centre Board or Bowls New Zealand, a notice in writing that—

- a) states that the Member or Officer is starting a procedure for resolving a dispute, complaint, or misconduct matter in accordance with the Constitution; and
- b) sets out the allegation or allegations to which the dispute, complaint or misconduct relates and whom the allegation is against; and
- c) sets out any other information reasonably required by the Centre or Bowls New Zealand.

27.3. The information given under subclause (27.2) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

27.4. The procedure for managing Disputes, Complaints and matters of Misconduct is detailed in the Centre Regulations.

28. Appeals

28.1. **Process:** The appeal process for appeals of decisions involving Misconduct, Disputes & Complaints shall be as follows:

- a) Appeal to the Bowls New Zealand Judicial Committee: Where there is a Discipline matter which is decided by the Centre Board (or committee on its behalf), any party affected by that decision may only appeal such decision to the Bowls New Zealand Judicial Committee in accordance with the Bowls New Zealand Regulations.
- b) Appeal to the Bowls New Zealand Judicial Committee: Where there is a Discipline matter which is decided by Bowls New Zealand (or Bowls NZ Commissioner on its behalf), any party affected by that decision may only appeal such decision to the Bowls New Zealand Judicial Committee in accordance with the Bowls New Zealand Regulations.
- c) Appeal to Sports Tribunal or equivalent statutory body: Where there is a Dispute, Complaint or Misconduct which is decided by the Bowls New Zealand Judicial Committee, any party affected by that decision may only appeal such decision to the Sports Tribunal in accordance with the Rules of the Sports Tribunal provided the rules of the particular event do not require otherwise.
- d) No appeal right: There shall be no right of appeal from a decision of the Bowls New Zealand Judicial Committee, except an appeal to the Sports Tribunal (or equivalent statutory body).

28.2. **Procedure:** In deciding any appeal under Rule 28, the Bowls New Zealand Judicial Committee shall adhere to the principles of natural justice and any applicable Regulations.

28.3. **Stay of Execution:** Pending the determination of an appeal before it, the Bowls New Zealand Judicial Committee or Sports Tribunal may grant a stay of execution of the decision which is being appealed.

29. Laws of the Sport

29.1. All matches shall be played in accordance with the Laws of the Sport, and the Regulations made under the Bowls New Zealand Constitution as approved, and the Centre and its Members shall, as a condition of the

continuance of membership to Bowls New Zealand, at all times and in all respects conform to and be bound by the Constitution of Bowls New Zealand.

PART VI – FINANCIAL

30. Financial

- 30.1. **Financial Year:** The financial year of the Centre shall end on 30 April in each year.
- 30.2. **Centre Funds:** The Board is responsible for the receipt and banking of all monies received by the Centre and all sums paid out by the Centre.
- 30.3. **Banking:** The Centre's current bank account(s) shall be kept at a trading bank chosen by the Board. All cheques and online transactions undertaken involving the Centre's bank account(s) must be signed or otherwise approved by at least one member of the Board.
- 30.4. **Accounting Records:** The Board shall ensure there are true and complete accounts kept of the income and expenditure and assets and liabilities of the Centre. A Statement of Accounts and Balance Sheet (in the form approved by the Board) shall be forwarded to each Voting Member with the notice of the AGM.
- 30.5. **Annual Review:** An Auditor or Financial Reviewer, who shall not be a member of the Board, shall be appointed by the Board. The role of the reviewer or auditor is to examine and report on the accounts of the Centre. The Auditor or Financial Reviewer shall at all reasonable times have access to the books and accounts of the Centre and shall be entitled to any information required relating to them or to any matter deemed necessary or desirable for audit purposes.
- 30.6. **Filing Returns:** The Society must file its annual financial statement with the Incorporated Society within six (6) months of the accounts being approved at the AGM of the club each year. (as set out in the Incorporated Society Act 2022).

31. Application of Income & No Pecuniary Profit

- 31.1. **Application of Income:** The income and property of the Centre shall be applied solely towards the promotion of the Objects of the Centre.
- 31.2. **No Pecuniary Profit:** No Member of the Centre or any person associated with a Member shall participate in or materially influence any decision made by the Centre in respect of the 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). The provisions and effect of this Rule shall not be removed from this Constitution and shall be included and implied into any document replacing this Constitution.

PART VII – ADMINISTRATION

32. Alterations to Constitution

- 32.1. **Process:** This Constitution may only be altered, added to, or repealed by a Special Resolution at a General Meeting in accordance with this Constitution.
- 32.2. **Timing:** Notice of an intention to alter this Constitution may be given by the Board or any Voting Member by submitting the proposed amendments to the Centre:
 - a) at least 14 Days prior to an AGM to be considered at an AGM; or
 - b) as part of the request to hold a SGM (made in accordance with Rule 24.8 – (Special General Meetings).The Centre shall consult with Bowls New Zealand at the earliest possible time, and at least 14 days prior to any General Meeting being held to decide on any proposal which involves changes to land ownership, major facility redevelopment, amalgamation or winding up of the Centre. Bowls New Zealand, if it requests, be given an opportunity to address the Centre members at the General Meeting called to consider the proposal.

- 32.3. **Objects & Powers:** Any changes to the Objects and Powers in this constitution require the prior written approval of Bowls New Zealand.

33. Centre Regulations

- 33.1. **Board to Determine:** The Board may determine regulations (to be known as “Centre Regulations”) covering any matters as the Board in its discretion deems appropriate, provided they are not inconsistent with this Constitution, the Bowls New Zealand Constitution or the Bowls New Zealand Regulations. Such Centre Regulations when determined shall be recorded in a Regulations Register maintained by the Secretary and may be circulated to Members as the Board considers appropriate.
- 33.2. **Application:** Centre Regulations shall be binding on all Members.
- 33.3. **Alterations:** Centre Regulations may be rescinded, amended, or added to from time to time but only by resolution of the Board.

34. Dissolution & Liquidation

- 34.1. **Voluntary:** The Centre may be voluntarily put into liquidation if:
- a Special Resolution is passed at a General Meeting appointing a liquidator; and
 - such resolution is confirmed by Special Resolution at a subsequent Special General Meeting called for that purpose and held not earlier than 30 Days after the date on which the resolution to be confirmed was passed.
- 34.2. **Other:** The Centre may also be put into liquidation or dissolved in accordance with the Incorporated Societies Act 2022.
- 34.3. **Distribution:** If, upon the liquidation, or dissolution of the Centre, there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, that property shall not be paid to or distributed among the Members of the Centre, but shall be given or transferred to Bowls New Zealand Inc. the National body for Lawn Bowls in New Zealand for the sport of lawn bowls and/or some other body that:
- operates substantially or primarily for the purpose of promoting the Game of Bowls as an amateur sport conducted for the recreation and benefit of the general public; and
 - any other not-for-profit entity or entities in New Zealand which are exclusively charitable, and which share similar purposes to the Centre.
- No part of the Centre’s income or other funds may be paid or received for the pecuniary profit of any individual.

35. Resolving to apply for removal from the Register

- 35.1. **Removal:** The Society may be removed from the Register of Incorporated Societies in accordance with the provisions of part 5 of the Incorporated Society Act 2022.
- 35.2. **Notice:** The Board shall give 30 working days written notice to all members of the proposed resolution to remove the Society from the Register of Incorporated Societies. The Board shall also give written notice to all members of the General Meeting at which any such proposed resolution is to be considered. The notice shall include all information as required by section 228 (4) of the Incorporated Society Act 2022.
- 35.3. **Resolution:** Any resolution to remove the society from the Register of Incorporated Societies must be passed by two thirds majority of all members present and voting.

36. Notices

- 36.1. **From the Centre:** Any notice required to be given by or on behalf of the Centre under this Constitution shall be in writing and may be served either personally, by electronic mail, or by posting it in a letter addressed to the Member at the address of the Member as held by the Centre. If given by post the notice shall be

deemed to have been given at the time when the letter containing the same would be delivered in the ordinary course of post.

- 36.2. **To the Centre:** Any notice required to be given to the Centre under this Constitution shall be in writing and may be given to the Secretary or sent to the Centre's registered office by post or any electronic mail address specified by the Centre.

37. Awards

- 37.1. On the recommendation of the Board the Centre may, if approved at an AGM, award service medals or other awards to any person(s) whose long and outstanding or meritorious service to the Centre merits such recognition.

38. Uniform & Colours

- 38.1. The official uniform and official colours of the Centre shall be determined by the Board.

39. Common Seal

- 39.1. The Centre shall have a common seal which shall be kept in the custody of the Secretary. The common seal shall be affixed to any document only by the authority of the Board.

40. Indemnity & Insurance

- 40.1. **Indemnity:** Each Member and each Board Member shall, except in the case of wilful default or fraudulent acts or omissions, be indemnified by and out of the funds of the Centre against any loss, damage, expenses or liability incurred by reason of or in connection with any legal proceedings instituted against them or any of them for any act done, omitted or suffered in relation to the performance of any of their duties in respect of the Centre.
- 40.2. **Insurance:** The Board may, at the expense of the Centre, obtain any appropriate insurance cover in respect of the indemnity provision in Rule 40.1 (Indemnity).

41. Matters Not Provided For

- 41.1. If any matter arises which in the opinion of the Board is not provided for in this Constitution, then it may be determined by the Board in such manner as the Board deems fit. Every such determination shall be binding upon Members unless and until set aside by Ordinary Resolution at a General Meeting.

42. Transitional Provisions

- a) **Members:** Subject to Rule 16 (Resignation, Suspension & Termination of Membership), for the period from the date this Constitution comes into force until the commencement of the next Membership Year at the Centre, all persons who were regarded under the Former Constitution of this Centre as Members of the Centre, shall be deemed to be Members under this Constitution
- 42.2. **Term of Office:** The term of office of any person appointed or elected under the Former Constitution of the Centre, and any other matters, shall be modified as necessary, in order to give full force and effect to the provisions contained in this Constitution and any dispute regarding the same shall be determined by the Board as it sees fit.