

TAUPO SKI CLUB INCORPORATED

CONSTITUTION

1. GENERAL

- 1.1 The name of the Club shall be the Taupo Ski Club (Incorporated)
- 1.2 The registered office shall be located at the office of Le Pine & Co, Solicitors, 4 Horomatangi Street, Taupo or at such other place as the Committee may determine and notify from time to time
- 1.3 The Club shall consist of all persons who fulfill the requirements and qualifications of membership as set out herein
- 1.4 The logo of the Club shall be the shape of a mountain coloured white and light (Cambridge) blue across the shape of which appears the words "Taupo Ski"

2. INTERPRETATION

- 2.1 "She" or "He" shall be read as "s/he", "it" or "they" where appropriate
- 2.2 "The Officers" of the Club shall be the Patron, the President, the Secretary, the Treasurer, the Club Captain, the Booking Officer, the Catering Officer, and the ordinary Committee members
- 2.3 "General Meeting" and "General Meetings" shall include the Annual General Meeting and any Special General Meeting

3. OBJECTS

- 3.1 To encourage and promote amateur ski running in all its forms including ski racing, snow boarding, ski jumping and touring on skis, both in New Zealand and overseas
- 3.2 To encourage and promote amateur mountaineering, mountain exploring, snowcraft, alpine sports and activities
- 3.3 To encourage and support the continuation and development of skifields and ancillary/support facilities in the Tongariro National Park area and in New Zealand
- 3.4 To establish, maintain, improve and support accommodation and alpine lodges and facilities on Mt Ruapehu and elsewhere in furtherance of the objects of the Club and of alpine activities generally
- 3.5 To hold, encourage, promote and support amateur alpine sporting competitions, championships, and any like events and members participation in them

- 3.6 To provide for and encourage and promote social integration and activities and good fellowship between members and with members of kindred clubs
- 3.7 To promote and hold lectures, shows, demonstrations, and similar functions and activities and to publish newsletters and other publications for the purpose of disseminating information to or instructing members and others in the activities of the Club including skiing, mountaineering, snowcraft, alpine sports and other activities which these objects encourage
- 3.8 To purchase, take on lease or in exchange hire rent or otherwise acquire any real or personal property whatsoever and any options over any such property and to exercise such options which may be deemed requisite for any of the purposes of the Club upon such terms and conditions as the Committee of the Club may think fit and also every description of estate interest and profit present or future vested or contingent arising out of or incidental to real or personal property which may be deemed requisite for the objects of the Club and in particular to purchase, take on lease or in exchange, hire or otherwise acquire any land buildings, easements, rights of way, restrictive covenants, machinery, plant and stock in trade
- 3.9 To sell, let, lease or otherwise dispose of such real or personal property or any part thereof as may from time to time be deemed no longer required by or surplus to the needs of the Club or for the purpose of furthering any objects of the Club to any person or persons, corporation or corporations upon such terms and conditions as may be determined by the Committee
- 3.10 To set aside as a reserve fund and to invest and deal with the moneys of the Club not immediately required in such manner as may from time to time be determined by the Committee and in particular to invest the same on mortgage or purchase of real or personal property shares or securities or upon such investments as may be authorised by Statute for the investment of trust funds in New Zealand and from time to time to vary such investments and also to employ the assets constituting reserve funds in carrying out the objects of the Club without being bound to keep those assets separated from other assets
- 3.11 To subscribe to, make donations to or apply for and take or acquire by purchase or otherwise and hold shares or debentures or other interests in or affiliate and/or co-operate with or become part of any other association or organisation whether incorporated or not having objects whether primary or ancillary altogether or in part similar to any of the objects of this Club but no such action shall be taken which may lead to loss of identity of the Club or material alteration to its constitution
- 3.12 To co-operate with other persons and bodies corporate or otherwise in New Zealand or elsewhere for the furtherance of any of the foregoing objects
- 3.13 To do all other acts and things incidental to or conducive to the attainment or furtherance of the before mentioned objects or any of them
- 3.14 The objects and powers set forth in any clause or sub-clause of these rules shall not except

when the context expressly so requires be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or Rule or by the name of the Club. No such clauses or sub-clauses or Rules or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects mentioned in the first or any other clause or sub-clause of these Rules but the Club shall have the power to exercise all or any of the powers conferred by any part of any clause or sub-clause of these Rules independently of any other sub-clauses or clause contained herein

- 3.15 To encourage, support and participate in any regional or national body involved in governing the sport

4. MEMBERSHIP

- 4.1 Subject to Rule 4.2 membership of the Club shall be limited to those residing within the boundaries of the Taupo District as administered by the Taupo District Council or its successors or to ratepayers of the Taupo District who do not permanently reside in the area or to others who can prove close affiliation with Taupo District such as residing there previously. This is subject to annual review.

4.1.1 That members who had resigned from the Club and their families be eligible to rejoin the Club, irrespective of where they reside.

4.1.2 Existing members may nominate immediate family members irrespective of where they reside. This is to be reviewed annually.

4.1.3 Those joining under the Midweek membership category (Rule 4.3.8) shall be eligible to join irrespective of where they reside.

4.1.4 Members who have voluntarily resigned are entitled to rejoin at 50% of the current joining fee.

4.1.5 Applicants with no affiliation to Taupo and not qualifying under 4.1 and subclauses 4.1.1 through to 4.1.4 may apply for membership. Membership under this clause shall be limited to 15% (at committee discretion) of the total membership as per clause 4.4. This to be reviewed annually.

- 4.2 An existing member shall not cease to qualify for continued membership of the Club solely by reason of having moved away from the Taupo and neighbouring districts

- 4.3 Classes of membership of the Club and the qualifications for each are as follows

4.3.1 Senior - 18 years of age and over on 31 March in each year (not attending secondary school)

4.3.2 Intermediate - 13 years of age and over but under 18 years of age on 31 March in each year – subject to Rule 4.5

4.3.3 Junior - Under 13 years of age on 31 March in each year - subject to Rule 4.5

4.3.4 Life - At any Annual General Meeting of the Club, the Club may, on the

recommendation of the Committee and with the approval of not less than seventy-five per cent of the eligible Senior Members as defined in Clause 4.3.1 attending such meeting, confer Life Membership on any member who has been a financial member of the Club for at least ten consecutive years in recognition of special service to the Club. A Life Member shall not be required to pay annual subscriptions and levies, but may otherwise exercise all the rights and privileges of Senior Membership. Any member may propose a person for Life Membership and shall give a citation in support of the proposal

4.3.5 Honorary -

The Committee may by unanimous vote elect Honorary Members of the Club for a term not exceeding two years at a time. Honorary Membership may be renewed by the Committee, subject however to the total number of honorary members at any one time not exceeding five (5). Honorary Members shall not be required to pay entrance fees, subscriptions and levies and except for not having a vote at General Meetings of the Club and not being qualified to serve upon the Committee, may exercise all the rights and privileges of Senior Membership.

4.3.6 Associate -

Associate Members may be elected by the Committee subject to the total number of Associate Members at any one time not exceeding ten (10). An Associate Membership may be cancelled by the Committee on one months notice to the member in the event that it considers the member no longer qualifies for Associate Membership. In that event, the members shall resume Ordinary Membership in the appropriate class paying annual subscriptions and levies or a proportion thereof as appropriate. Associate Membership shall only be available for persons who:

- (a) are existing members of the Club, and
- (b) are unable to use the Club facilities or participate in the Club's activities because they have moved away from the North Island either temporarily or permanently or through age or disability are no longer active skiers, and
- (c) do not wish to resign their membership of the Club and thereby lose the benefit of entrance and advancement fees they may have paid to the Club, and wish to retain an interest in the Club and its activities
- (d) Wish to retain an interest in the Club and its activities

Except that their use of the Club lodge(s) shall be secondary to Ordinary Members. Associate Members may exercise all the rights and privileges of Senior Membership. Associate Members may at any time on payment of the appropriate fees, subscriptions and levies apply to resume Ordinary Membership of the Club in

the class applicable to them

4.3.7 Leave of absence The Committee in its discretion may grant leave of absence to any member, upon:

- (a) the written request of any member;
- (b) good cause being shown; and

During such leave of absence, the member shall be excused payment of annual fees, subscriptions payable on his/her class of membership, but shall be required (upon being granted LOA) to pay an annual retainer per senior member and shall not be entitled to exercise any of the rights and privileges of that membership. The member shall pay the usual fees, subscriptions and levies appropriate for his/her class of membership on resumption of that membership at the expiry of the leave of absence.

- (c) the number of members on Leave of Absence shall not exceed 20, this limit subject to committee discretion.

4.3.8 Midweek Membership Shall be limited to those 18 years of age and over on 31 March in each year. Use of the Club lodge shall only be Sunday to Thursday nights inclusive outside school holiday periods and statutory holidays during the ski season. Midweek Members may exercise all the privileges and rights of Senior Members.

4.3.9 Patron - The Patron shall not be required to pay subscriptions for the duration of the patronage.

4.4 The total number of members of the Club shall be determined from time to time at the Annual General Meeting and until otherwise resolved shall be no more than 420 comprising no more than

- (a) 15 Life Members
- (b) 5 Honorary Members
- (c) 10 Associate Members
- (d) 390 Ordinary Members (Senior, Intermediate, Junior, Midweek, Patron)

4.5 Juniors shall not be admitted to membership of the Club unless one or more of their parents is and remains a member of the Club. Subject to that, a person who is a Junior or Intermediate shall be entitled to apply for membership of the Club which subject to Rule 4.4 shall be granted as of right upon payment of appropriate subscription.

4.5.1 Intermediates shall be admitted to membership of the club only if one or more of their parents is and remains a member of the club or on sponsorship by a family who are members of the club, and who reside or are rate payers in the Taupo District, who will be responsible for the Intermediate until such time as they qualify for Senior Membership.

4.6 A person marrying (as defined in Clause 4.6.1) a Senior Member shall be entitled to apply for

Senior Membership of the Club which subject to Rule 4.4 shall be granted as of right on payment of appropriate subscription and levies

4.6.1 For the purposes of Clause 4.6 a person shall be deemed to have married if that person shall enter into and remain in a relationship akin to marriage ("a de facto relationship") for a period of not less than twelve (12) months and provides the Committee with such evidence as the Committee shall require and the decision in respect of such evidence and the decision resulting therefrom shall be at the sole discretion of the Committee

4.6.2 In the event of the breakup of any marriage as defined in Clause 4.6.1 on advice that the marriage has ceased each partner to such marriage shall continue as individual Senior Members

4.6.3 In the event that the parties to such marriage have a Family Membership including any Junior or Intermediate child members, the partners to such marriage shall advise which parent is to retain Family Annual Subscription category (or move to One Parent One Junior or Intermediate category – as appropriate) and which parent is to move to Senior Annual Subscription category.

4.7 Membership of the club in any class shall be by application on the prescribed form

The Committee shall consider such applications and accept, as these rules otherwise provide by a simple majority, approve those it sees fit as applicant members.

There will be no right of appeal for non-approval.

All applicant members over the age of Intermediate members and the nominator or seconder or other Club Member shall together participate in one Committee approved working party, comprising two days in total or such reduced time at the Committee's discretion at the Club's Hut prior to being eligible for membership consideration and entry into the pool of pre-qualified Applicant Members.

The Application Form shall be signed by the applicant and the nominator.

The Applicant shall demonstrate to the Committee's satisfaction knowledge of the opening up and closing down procedures of the Club's Hut at Iwikau.

The Nominator must confirm the Applicant is conversant with the rules and Constitution of the Club.

The size pool of pre-qualified Applicant Members shall be set by the Committee from time to time.

When a vacancy arises, the Committee in its discretion shall notify the pre-qualified Applicant Member of Membership being available and after the Applicant Member has paid the required

entrance fees, annual subscriptions, levies and charges, shall be admitted to the appropriate category of membership of the Club.

- 4.8 Except as otherwise provided in these Rules, membership shall be upon an annual basis
- 4.9 A member may resign his membership of the Club by giving notice in writing to the Secretary of his/her intention to resign and upon paying such fees, subscriptions and levies as the Committee shall determine as being due by him/her in the circumstances. A member shall remain liable for fees, subscriptions and levies for the then current financial year unless his resignation is received by 31 March of that financial year.
- 4.10 Each new Committee shall cause a Disciplinary Sub-Committee of four Club Members (of whom three shall form a quorum) to be established to investigate any proposed cancellation or suspension referred to in Clause 4.11 and to make an appropriate recommendation thereon to the Committee.
- 4.11 The Committee may cancel or suspend the membership of any member who is guilty of misconduct or who fails to comply with these Rules or with regulations and rules made by the Committee, including Lodge rules, provided that before such cancellation or expulsion, the Committee shall notify him/her in writing of the charge against him/her and shall call upon him/her to provide and shall hear his/her explanation. The decision of the Committee shall be final but a majority of 75% of those present and voting shall be necessary to cancel or suspend membership.
- 4.12 The Committee shall cause a Register of Members to be kept in accordance with the provisions of Section 22 of the Incorporated Societies Act 1908. Every person who is a member of the Club shall notify the Secretary of any alteration in his/her name or address.

5. ENTRANCE FEES, ADVANCEMENT FEES, ANNUAL SUBSCRIPTIONS, LEVIES & CHARGES

- 5.1 Members shall pay such entrance fees, advancement fees, subscriptions and levies appropriate to their category of membership as herein provided. No member shall be entitled to vote at any General Meeting of the Club if his/her fees, subscription or levies are unpaid and overdue
- 5.2 Only persons applying for membership of the Club shall pay entrance fees. Subject to Rule 5. 8, only members advancing from Junior to Intermediate or from Intermediate to Senior membership shall pay advancement fees
- 5.3 Except as otherwise provided in these Rules, members shall pay annual subscriptions and levies in one of the following categories:
 - 5.3.1 Family
 - 5.3.2 Senior
 - 5.3.3 Associate

- 5.3.4 Leave of Absence
- 5.3.5 One Parent with one junior or one intermediate
- 5.3.6 Midweek
- 5.3.7 Midweek Couple

For the purposes of these Rules

- (a) a family subscription shall be payable for those Juniors, Intermediate and parents who are members of the Club and are comprised in one family unit,
 - (b) a family subscription shall be payable by parents continuing to comprise one family unit after advancement of their Intermediate children members,
 - (c) a person marrying (as defined in Clause 4.6.1) a Senior Member and becoming a member of the Club shall together with that Senior Member pay a family subscription,
 - (d) in all other cases, a Senior subscription shall be payable according to classification of the member.
 - (e) Levies are payable on the same basis.
 - (f) In cases of doubt, the Committee shall determine which of the subscription categories is applicable to a member.
- 5.4 Entrance fees, advancement fees, annual subscriptions, work party levies and the leave of absence retainer shall be determined from time to time at the Annual General Meeting of the Club. Changes to these fees will be made only at Annual General Meeting of the Club.
- 5.5 Junior Members on advancement to Intermediate Members paying one half of the then Intermediate Members' entrance fee and with Intermediate Members on advancement to Senior Members paying one half of the then entrance fee for Senior Members and Intermediate Members shall also be required to attend one official work party prior to being accepted as Senior Members
- 5.6 All entrance fees, advancement fees subscriptions and levies shall be due and payable on 1 March in each year. Family and Senior subscriptions and Work Party levies shall be decreased by 5% of total amount if paid by 31 March in that year.
- 5.7 The Annual General Meeting may impose any levy upon members to be paid upon such conditions as it thinks fit and for such purpose as it shall determine.
- 5.8 The Committee shall in its discretion have power notwithstanding to remit the whole or any part of the annual subscription or any levy payable by any member if special circumstances exist.
- 5.9 Notwithstanding Rule 5.4 all persons who at 24 November 1984 were under the age of eighteen (18) years and who were at that date and have since continuously remained members of the Club, shall be deemed to have paid advancement fees that they may otherwise be liable to pay. This Rule is in recognition of the special levy paid by the parents of those members at that date for extensions to the Club's Lodge at Iwikau. This Rule expires on 24 November 2002.

- 5.10 If any member shall fail to pay any fees, subscription, or levy on or before the 1 April next after it has become due and payable, notice shall be sent to him/her calling his/her attention thereto. If payment has not been made within one calendar month after such notice, the defaulter shall cease to be a member of the Club, but if within a further 14 days he/she should give a satisfactory explanation to the Committee, upon payment of all arrears he/she may be re-admitted to membership without payment of any further entrance or advancement fee.
- 5.11 The Committee may charge members and non-members for use of Club property and privileges including use of the Club's lodge and the facilities and services provided therein.

6. GENERAL MEETINGS OF THE CLUB

- 6.1 The Annual General Meeting of the Club shall be held within 6 months of financial end-of-year each year upon a date and at a time to be fixed by the Committee. All other General Meetings of the Society shall be called Special General Meetings.
- 6.2 Twenty one days written notice at least, in the case of an Annual General Meeting and fourteen days written notice at least in the case of a Special General meeting (both notices exclusive of the day on which it is served or deemed to be served), specifying the place, the day and the hour of such meetings (and in the case of Special Business, the general nature of such business and any notice of motion to be put to the meeting) shall be given to the members, but the accidental omission to give notice to any member or the non-receipt by any member of such notice shall not invalidate the proceedings at any such meetings. Notice shall be deemed to have been given to any member if it is posted to their last known address and they shall be deemed to have received such notice when it would in the ordinary course of post have been delivered to such address.
- 6.3 Notice of the Annual General Meeting shall
- (a) call for nominations for Patron, President, Secretary, Treasurer, Club Captain and the ordinary Committee members ("the Officers"). The positions of Secretary and Treasurer may be combined.
 - (b) give notice of any Special Business to be considered at the meeting.
- 6.4 Nomination of the Officers shall be in the prescribed form and shall be signed by two members of the Club and, except for the Patron, by the nominee. Only Senior financial members of the Club may be nominated. All completed nominations shall be returned to the Secretary no later than 4.00 p m, seven clear days prior to the Annual General Meeting. In the event of nominations being insufficient to fill any vacancies, then nominations for those vacancies may be received from the floor at the Annual General Meeting. Each of the Officers shall be eligible for re-election and be deemed to be nominated unless he/she has previously signified to the Secretary a desire not to seek re-election
- 6.5 If on the expiration of the time for receiving nominations the numbers of valid nominations for

any vacancy does not exceed the number required to be filled in that vacancy, then the candidate or candidates nominated for that vacancy shall be deemed to be duly elected and shall assume office after the dissolution of the ensuing Annual General Meeting. If the nominations exceed the number required for any vacancy, then the candidate(s) to be elected for that vacancy shall be determined by secret ballot at the Annual General Meeting.

6.6 Special Business shall be any motion for the alteration or addition to or amendment or rescission of these Rules or for the winding up of the Club or for varying or affecting a previous motion of Special Business earned at a General Meeting or affecting the fundamental nature and direction of the Club. Special Business shall be on notice of motion, which shall be delivered to the Secretary.

- (a) in the case of the Annual General Meeting, on or before 15 October in any year,
 - (b) in the case of a Special General Meeting, not later than seven days before the date of the notice calling the meeting at which the Special Business is to be transacted.
- Special Business shall require a 75% majority of eligible Senior Members present and voting to be passed.

6.7 The Annual General Meeting shall transact the following business

- (a) Receive and consider the report of the Committee on the affairs and achievements of the Club for the past financial year.
- (b) Receive and consider the reviewed Financial Statements of the Club for the past financial year.
- (c) The election of the Officers or some of them (where such election is required).
- (d) The appointment of a reviewer who shall preferably be a member of the Institute of Chartered Accountants for the ensuing financial year.
- (e) The honorarium of the Secretary and Treasurer or the Secretary/Treasurer if the positions are combined, and the Catering, Works and Booking Officers.
- (f) Review clause 4.1 re membership applications from applicants from out of Taupo.
- (g) The consideration of any Special Business.
- (h) The consideration of such other general business as may arise.

6.8 The Committee may whenever it thinks fit convene a Special General Meeting and such meetings shall also be convened by the Secretary

- (a) when directed by the President, and
- (b) upon a requisition in writing of not less than ten per cent of the members of the Club specifying the object of such meeting and any notice of motion proposed to be put to the meeting

The business to be dealt with at such meeting shall be limited to matters stated in the requisition and/or notice of such meeting

6.9 No business shall be transacted at any General Meeting unless a quorum of members is present at the start of and throughout the meeting. A quorum for any General Meeting shall be fifteen eligible voting members present in person

6.10 If within thirty minutes from the time appointed for the meeting a quorum is not present the

meeting if convened upon the requisition of members shall be dissolved, in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Committee may determine and if at the adjourned meeting a quorum is not present within thirty minutes from the time appointed for the meeting the members present shall form a quorum.

- 6.11 The President shall preside as chairperson at every General Meeting of the Club or in his/her absence, the Committee members present shall elect one of their number to be chairperson of the meeting and if no member of the Committee is present or being present is willing to act as chairperson, the members shall choose one of their number to be chairperson of the meeting.
- 6.12 The chairperson may with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the original meeting. When a meeting is adjourned for thirty days or more notice of the adjourned meeting and where necessary of the business to be transacted thereat shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
- 6.13 Except for the secret ballot referred to in Rule 6.5, at any General Meeting a resolution put to the vote of the meeting shall be decided on voices unless a show of hands or a poll is (before or on the declaration of the result of the voices) demanded
- (a) By the Chairperson, or
 - (b) By at least three members personally present or represented by proxy or otherwise as provided by these Rules
- Unless a show of hands or a poll is so demanded a declaration by the Chairperson that a resolution has on voices been earned or earned unanimously or by particular majority or lost and an entry to that effect in the book containing the minutes of the proceedings of the Club shall be conclusive evidence of the fact and be binding on the members without proof of the number or proportion of the votes received for or against the resolution.
- 6.14 If a poll is duly demanded it shall be taken in such manner as the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 6.15 In the case of an equality of votes whether on a show of hands or on a poll the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote in addition to a deliberative vote.
- 6.16 On a show of hands or a poll, votes may be given either personally or by proxy. In either case one vote only may be exercised on behalf of each Senior Member whose name is recorded in the Register of Members whether such vote be exercised by the member personally present or by proxy.
- 6.17 The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing. No person may be appointed a proxy who is not a Senior

financial member of the Club and no person shall act as proxy for more than three (3) Senior members and no proxy shall himself delegate his authority to act as such.

7. COMMITTEE

7.1 The Committee shall comprise the President, the immediate past President as an ex officio member, the Secretary, the Treasurer, the Club Captain, and a maximum of seven (7) and a minimum of five (5) ordinary Committee members. The positions of the Secretary and Treasurer may be combined

7.1.1 The President shall at the time of election and/or re-election be able to reside outside of the geographical area set out in rule 4.1, but that all committee meetings are based in Taupo

7.2 Subject to the directions of the Club in Annual or Special General Meetings, the policy of the Club shall be determined and the business and/or affairs of the Club managed and its property and funds controlled by the Committee which may exercise all powers and do all acts and things which may be exercised or done by the Club and which are not expressly directed or required to be exercised or done by it in Annual or Special General Meetings

7.3 Without prejudice to the general powers of the Committee, it is hereby expressly directed that the Committee shall be entrusted with and may exercise and perform all or any of the following functions powers and duties

7.3.1 Control, administer and manage the property and affairs of the Club and to report on such administration and management at the Annual General Meeting, and at a Special General Meeting if called to do so

7.3.2 Carry out, effect and perform the objects of the Club

7.3.3 Purchase or acquire for the Club any real or personal property or any rights or privileges at such consideration or price and generally upon such terms and conditions as it thinks fit, and to give and execute mortgages or charges over the land and chattels purchased or acquired for the purchase money or any part thereof upon such terms and conditions as the Committee shall think fit

7.3.4 Purchase, construct, alter and maintain buildings, fences, machinery and other works as it may consider necessary for the use of the Club and to lease, to take as tenant or accept leases or tenancies of any land or tenements and to purchase, sell, lease or let Lands or any interest therein for such consideration or price or for such term and upon such rental as it shall think fit

7.3.5 Borrow or raise money, with or without security, and to secure payment of monies so secured by mortgage or debenture over, or charge upon, or by hypothecation of all or any of its real or personal property

- 7.3.6 Apply the income and property of the Club howsoever derived toward the attainment of the objects of the Club as set forth in these Rules in such a manner as the Committee thinks fit and by way of trustee investment or otherwise
- 7.3.7 Enter into all negotiations, contracts and agreements in the name and on behalf of the Club as it may consider expedient for its purposes, provided that such negotiations contracts and agreements are not in conflict with its objects.
- 7.3.8 Make provision for the signing or endorsing of cheques or other negotiable instruments on behalf of the Club and to open such bank accounts or account as the Committee deems necessary for the purpose of the Club
- 7.3.9 Receive and give receipts and execute discharges for all gifts, legacies, bequests or other monies, and to execute any trusts created for any of the objects of the Club or for the purpose of furthering any of such objects
- 7.3.10 Invest the funds of the Club in such securities for the time being authorised by law for the investment of trust funds in New Zealand and from time to time vary any such investments
- 7.3.11 Appoint and control such officers, assistants and servants, either honorary or otherwise and upon such terms and conditions and such reasonable remuneration as the Committee shall think fit and from time to time remove and replace any such persons so appointed provided such acts are in accordance with the law
- 7.3.12 Appoint sub-committees or ad-hoc committees as the Committee may from time to time think expedient for carrying out the objects. Members of any such sub or ad-hoc committees need not necessarily be members of the Committee or members of the Club. All such sub or ad-hoc committees shall be subordinate to the Committee
- 7.3.13 Institute, conduct, defend, compound, or abandon any legal proceedings by or against the Club or its officers or otherwise concerning the affairs of the Club and also may compound and allow time for payment or satisfaction of any debts and due claims and demands by or against the Club
- 7.3.14 Refer any claims or demands by or against the Club to arbitration, mediation or other dispute resolution processes
- 7.3.15 Make and give receipts, releases and other discharges for money payable to the Club and for claims and demands of the Club
- 7.3.16 Make, amend, and repeal such regulations and rules, not inconsistent with these Rules, as the Committee from time to time considers necessary or expedient for the better management or general well-being of the Club or its members, including rules governing the use of Club lodge(s)

- 7.3.17 Cause to be made and kept written minutes of all meetings of the Committee and of all General Meetings of the members
- 7.3.18 On behalf of the Club apply for any liquor licence which may be available in the Club with respect to any premises owned, leased, or controlled by it
- 7.3.19 Do all such other things as in the opinion of the Committee may be incidental or conducive to the attainment of the objects of the Club by the exercise of the foregoing powers
- 7.4 The Committee shall meet monthly except that meetings need not be held in the months of January and February. The Committee shall also meet at such other times as the President shall require or if a quorum of the Committee shall require. Telephone conference meetings may be held if urgent circumstances so require
- 7.5 The Committee may adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Each member of the Committee present shall have one vote. In the case of equality of votes the Chairperson of the meeting shall have a second or casting vote in addition to a deliberate vote. A vote relating to the proposed expulsion of any member of the Club by the Committee shall be by secret ballot but all other voting shall be by voices or show of hands as the circumstances require
- 7.6 The quorum necessary for the transaction of business by the Committee shall be five, but the quorum for any sub or ad-hoc committee of the Committee shall be fixed by the Committee at the time of appointment and if none is then fixed shall be three
- 7.7 The President shall preside as Chairperson of Committee meetings. If the President shall not be present within 30 minutes after the time appointed for holding the meeting the members present may choose one of their number to be Chairperson of the meeting
- 7.8 For special projects, the Committee may delegate any of its powers to sub or ad-hoc committees consisting of members of the Committee and any other persons (whether Committee member or members of the Club or not) as it thinks fit, any committee so formed shall in the exercise of the powers so delegated conform with any regulations and directions that may be imposed on it by the Committee
- 7.9 A sub or ad-hoc committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present and in the case of an equality of votes the Chairperson shall have a second or casting vote
- 7.10 All acts done by any meeting of the Committee or of a sub or ad-hoc committee or by any person acting as a member thereof shall notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such member or persons acting as aforesaid or that they or any of them were disqualified be as valid as if every person had been duly appointed and was

qualified to be a member

- 7.11 A resolution in writing signed by all members for the time being entitled to receive notice of a meeting of the Committee shall be as valid and effectual as if it had been passed at a meeting of the Committee duly convened and held. Any such resolution may consist of several documents each of like form each signed by one or more members
- 7.12 Subject to Rule 6 4 the tenure of office of all members of the Committee shall terminate on the appointment of their successors. Any member of the Committee being absent for three consecutive meetings without leave of absence shall, unless otherwise resolved by majority of the Committee, cease to be a member of the Committee
- 7.13 The Committee shall have power to fill any casual vacancy in its elected members and the person or persons so appointed shall retire at the next Annual General Meeting of the Society, but shall be eligible for election
- 7.14 The President on behalf of the Committee shall present to the Annual General Meeting a report on the affairs and achievements of the Club for the past financial year

8. SECRETARY AND TREASURER

- 8.1 The Secretary shall act as secretary of the Club and shall perform such other duties and such other functions in relation to the Club as the Committee may reasonably require from time to time In particular, but without limitation, the Secretary shall
- (a) conduct the correspondence of the Club and with its members,
 - (b) have the custody of the Common Seal and documents belonging to the Club,
 - (i) keep full and correct minutes of all Committee and General Meetings of the Club and shall produce them at all meetings,
 - (d) keep and maintain a register of all members with their full names, addresses, and occupations and the dates on which they became members,
 - (e) give notice to the members of Annual General Meetings and of all Special General Meetings in accordance with Rule 6 2,
 - (f) file such returns and reports as legislation governing the operation of incorporated societies may require
- 8.2 The Treasurer shall act as treasurer of the Club and shall perform such other duties and such other functions in relation to the Club as the Committee may reasonably require from time to time In particular, but without limitation, the Treasurer shall
- (a) have charge and custody of and be responsible for all funds of the Club and shall deposit such funds in the Club's name in such bank or other accounts as may be directed by the Committee from time to time,
 - (b) invest funds of the Club as directed by the Committee,
 - (c) render a statement of the condition of the finances to the Committee at all regular meetings,
 - (j) prepare and furnish returns as required by statute and shall also submit at the Annual

General Meeting audited financial statements including a balance sheet and a statement of income and expenditure as at the preceding 31 October for the 12 months up to that date

8.3 All money received on account of the Club shall be paid into the account of the Club with its bankers. Cheques or other negotiable instruments paid or payable to the Club's bankers for collection requiring the endorsement of the Club shall be endorsed by the Treasurer and the Secretary or the President and if neither is available, then by such Committee member as the Committee from time to time authorise

8.4 All payments on behalf of the Club shall be made by a cheque or direct debit or automatic payment on the Club's bank account signed or authorised by the Treasurer and countersigned by the Secretary or the President or if neither is available then by such Committee member as the Committee may from time to time authorize

9. PAYMENTS TO MEMBERS

9.1 No private pecuniary profit shall be made by any member of the Club, except that: (a) Any member may receive full reimbursement for all expenses properly incurred by that member in connection with the affairs of the Club; (b) The Club may pay reasonable and proper remuneration to any member of the Club as an honorarium in return for services actually rendered to the Club. Provided however that any member, or any person associated with a member, who is to receive remuneration in accordance with this clause shall not by virtue of that member's capacity in any way determine or materially influence the amount of the remuneration to be paid.

9.2 The honorariums of the Secretary and Treasurer, or the Secretary/Treasurer if those positions are combined, and of the Catering, Works and Booking Officers shall from time to time be fixed for the new financial year by the Club at the Annual General Meeting after recommendation by the Committee

10. ACCOUNTS AND AUDIT

10.1 The Committee shall cause proper books of account to be kept in which shall be kept full true and complete accounts of the affairs and transactions of the Club

10.2 The books of account shall be kept at the registered office of the Club or at such other place or places as the Committee thinks fit and shall always be open to the inspection of any member of the Committee during ordinary office hours

10.3 The Club's financial year shall be 1 November to 31 October in the year following

10.4 The annual accounts of the Club shall be reviewed by a reviewer who shall preferably be a member of the Institute of Chartered Accountants appointed at each Annual General Meeting and who shall hold office until the next Annual General Meeting when they shall be eligible for the appointment

11. THE SEAL

- 11.1 The Common Seal of the Club shall be kept.
- (a) in the custody of the Secretary, and
 - (b) under the control of the Committee, and
 - (c) affixed by the Secretary to such documents as shall be ordered by the Committee, and
 - (k) signed by the Secretary and any one member of the Committee

12. NOTICES

- 12.1 Any notice required to be served on any member may be served by the Club on a member either personally or by sending it through the post in a prepaid envelope or wrapper addressed to such member at his last address known to the Secretary. Any notice served by post shall be deemed to have been served on the day on which according to the ordinary course it would have been delivered

13. PROPERTY OF THE CLUB

- 13.1 The income and property of the Club from what ever source derived shall be applied solely towards the promotion of the objects of the Club and except as hereinafter provided as to winding-up no portion of the funds shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise to members of the Club

14. OBLIGATIONS OF CLUB MEMBERS

- 14.1 It shall be the duty and obligation of all members of the Club to be good Club members and to exercise good faith and honesty to the Club and to each other, including, but not by way of limitation
- (a) prompt and timely payment of all fees, subscriptions, levies, lodge charges and any other monies payable to the Club,
 - (b) prompt notification to the Secretary of any change of address.
 - (c) compliance with Lodge rules and with duties and directions and a knowledge of the workings of the Club given by the Lodge leader for the time being
 - (d) observance of recognized "good skiing" rules and of mountain safety procedures,
 - (e) preservation of the alpine environment
 - (f) be conversant with the Constitution

15. ALTERATIONS TO RULES

- 15.1 Any additions to, amendment or rescission of these Rules shall be Special Business and shall be made only by a resolution passed by the required majority at an Annual General Meeting of the Club or at a Special General Meeting called for that purpose. Notice of motion for alteration, amendment or rescission shall be given to the Secretary in accordance with Rule 6.6 and by the

Secretary to the members in accordance with Rule 6.2

- 15.2 No addition to or alteration of the objects, payments to members section or the winding up section shall be approved without the approval of Inland Revenue. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

16. MATTERS NOT PROVIDED FOR

- 16.1 If a dispute arises at any time in respect of a matter which is not provided for in these Rules or any doubt exists as to the interpretation of these Rules or any other matter shall arise pertaining to the Club, its Property or interests, the same shall be determined by the Committee whose decision shall be conclusive and binding on all members unless revoked at a Special General Meeting held not later than the next following Annual General Meeting, or by that Annual General Meeting.

17 WINDING UP

- 17.1 The Club may at anytime be wound up by the resolution of a voting majority of 75% excised by the current Senior Members present at any Special General Meeting of the Society called for that purpose. Notices and the procedure shall be in accordance with the requirements of the Incorporated Societies Act 1908 and its amendments of any Act passed in substitution thereof. In the event of such winding up, the property of the club shall, subject to the payment of its debts and liabilities and the costs and expenses of the winding up be transferred to the body for the time being having the control and responsibility of the Whakapapa Skifield in trust for improvements to the Whakapapa Skifield and its facilities.