



CONSTITUTION

Athletics Canterbury Incorporated

Incorporated Society Number: 220900

NZBN: 9429042581468

Charity Registration Number: CC39446

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1.0 Definitions and Interpretation

1.1

Definitions: In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

Act means the Incorporated Societies Act 2022, including any amendments and any regulations, bylaws, made under that Act.

AGM or Annual General Meeting means a meeting of the Members held once a year convened under this Constitution.

Applicable Disputes Body means the relevant hearing body, committee or person authorised, delegated or appointed by Athletics New Zealand pursuant to the rules, regulations and policies of Athletics New Zealand, to hear and resolve Complaints referred pursuant to clauses 22.7(c) or 22.8.

Appointed Board Members means Board Members appointed pursuant to clause 9.7.

Athletics means track and field, road running, race walking, cross-country running and mountain running as defined by Athletics New Zealand or World Athletics from time to time.

Athletics Canterbury means Athletics Canterbury Incorporated (220900)

Athletics New Zealand means Athletics New Zealand Incorporated (216839).

Balance Date means 31 March in each calendar year, or the date the Board decides by resolution.

Board means the Centre's governing committee.

Board Member means a member of the Board, including the Chair, Secretary and Treasurer.

Bylaws means any bylaws, policies, regulations and codes of the Centre made under clause 20.

Casual Vacancy is a vacancy which arises when a Board Member does not serve their full term of office.

Centre means Athletics Canterbury Incorporated (220900).

Chair means the person elected as chair of the Centre from time to time in accordance with clause 10.4.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

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

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 this means clear days, excluding the date of notice and the date of the meeting or relevant activity.

Delegate means a person appointed as a delegate of a Member Club pursuant to clause 8.9.

Elected Board Members means the Board Members elected pursuant to clause 9.6.

General Manager means the person in the highest-ranking management position with the Centre.

General Meeting means an AGM or SGM of the Centre.

Incorporated Societies Register means the register of incorporated societies established under the Act.

Interested has the meaning given in section 62 of the Act, but excludes where a Board Member is the parent or guardian of a Member, and that Member may obtain a financial benefit from the Matter in question.

Life Member means a person elected as a life member of the Centre under clause 5.8.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a member of the Centre and includes all classes of members described in clause 5.1.

Member Club means a club or organisation to participate in, administer, promote or develop Athletics within the Region which has been approved as a Member.

Officer means a Board Member and any natural person occupying a position in the Centre that allows the person to exercise significant influence over the management or administration of the Centre.

Ordinary Resolution means a resolution passed by a majority of votes of those persons entitled to vote and voting on the question.

Region means the geographical area as determined by Athletics New Zealand to be the region represented by the Centre and, as at the date of adoption of this Constitution, is the Canterbury Region and the West Coast districts of Grey and Westland.

Registrar means the Registrar of Incorporated Societies under the Act.

Safeguarding means a preventative approach to protection by minimizing or eliminating harm to children, young people and vulnerable adults.

Secretary means the person elected as secretary of the Centre from time to time in accordance with clause 9.6.

SGM or Special General Meeting means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

Special Resolution means a resolution passed by not less than a 75% majority of votes of those persons entitled to vote and voting on the question.

Treasurer means the person elected as treasurer of the Centre from time to time in accordance with clause 9.6.

Volunteer Member means a person deemed as a volunteer member of the Centre under clause 5.9.

1.2

Interpretation: In this Constitution: a reference to a gender includes all genders; the singular includes the plural and vice-versa; any reference to legislation includes any re-enactment or substitution; any agreement includes that agreement as modified; any obligation not to do anything includes an obligation not to suffer, permit, or cause that thing to be done; a reference to persons includes bodies corporate; a reference to a person includes their legal personal representatives, successors and permitted assigns; and headings and the contents page are for reference only and are to be ignored in construing this Constitution.

2. Details of the Centre

2.1 Name: The name of the society is Athletics Canterbury Incorporated.

2.2 Status: The Centre is the regional association for Athletics New Zealand and related activities in the Region and is bound by and must observe the rules of Athletics New Zealand.

2.3 Contact person: 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 Act. The Board must advise the Registrar of any change in the contact person or their Contact Details.

3. Purpose and Powers

3.1 Purpose: The purposes of the Centre are to:

- (a) be a member of Athletics New Zealand for the Region;
- (b) enable, assist and enhance the promotion, development and administration of Athletics within the Region in a manner that is consistent with the requirements of Athletics New Zealand, mainly as an amateur sport for the well-being, benefit and recreation of the general public;
- (c) support and assist its Members to deliver Athletics in the Region;
- (d) promote opportunities and facilities to enable participation, enjoyment and performance in the Region;
- (e) promote, develop and co-ordinate Athletics competitions in the Region;
- (f) protect the integrity of Athletics in the Region by developing and enforcing standards of conduct, ethical behaviour and implementing good governance; and
- (g) support enforcement of the rules and regulations of Athletics New Zealand in the Region, including Safeguarding requirements, education, training and development of athletes, officials, coaches, team managers and volunteers.

3.2 Powers: The Centre has the capacity and the rights, powers and privileges conferred by the Act, including all powers necessary for, or ancillary or incidental to, fulfilling its purposes.

4. Registered Office

4.1 The registered office of the Centre is such place as determined by the Board from time to time.

4.2 The Board must inform the Registrar of any change of registered office within the timeframe required by the Act.

5. Members

5.1 Classes of Members: The Members of the Centre are:

- (a) each Member Club;
- (b) Life Members;
- (c) Associate Members
- (d) Volunteer Members; and
- (e) any other category approved by Special Resolution.

5.2 Application to become a Member Club: Member Clubs must first apply to be members of Athletics New Zealand. Once approved by Athletics New Zealand, the Centre will be notified at which time the Board may accept or decline an application for membership of the Centre in its absolute discretion within the timeframe specified in clause 5.5. A Member Club becomes a Member when its application has been accepted and it has paid the required affiliation fees and satisfied any other preconditions.

5.3 Application to become another category of Member: An applicant for membership under clause 5.1(e) must apply using the national membership system provided by Athletics New Zealand. Once approved by Athletics New Zealand (if applicable), the Board may accept or decline the application in its absolute discretion within the timeframe specified in clause 5.5. The applicant becomes a Member when the application is accepted and any prescribed fees are paid.

5.4 Member consent: A person or entity consents to become a Member by submitting an application and paying relevant fees, unless otherwise specified in this Constitution.

5.5 Acceptance timeframes: Subject to clauses 5.2 and 5.3, within 14 Days of an applicant applying to become a Member, the Board (or a delegated person/subcommittee) will determine the outcome of the membership application. If no refusal is communicated within this timeframe, the application is deemed to have been accepted. Where an application is refused, any fee will be refunded. The Board must advise the applicant of its decision.

5.6 Renewal of membership: Subject to clause 6, a Member Club and any other category of Member under clause 5.1(e) must renew its membership each year in accordance with the regulations of Athletics New Zealand via the national membership system.

5.7 Membership entitlements not transferable: A right, privilege or obligation which a person or entity has by reason of being a Member is not transferable and terminates on cessation of that Member's membership.

5.8 Life Members: Life membership may be granted in recognition and appreciation of outstanding service by an individual to the Centre. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by Ordinary Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members' rights and benefits are determined by the Board and they do not have voting rights.

5.9 Associate Members: Any organisation which is not a Member Club but which supports or promotes Athletics in Canterbury and meets any other requirements specified in the by laws, may apply to the Board to become an Associate Member.

5.10 Volunteer Members: A person may be deemed by the Board (in its sole discretion) a Volunteer Member if they are a member of a Member Club or a volunteer member of Athletics New Zealand. A person consents to becoming a Volunteer Member on acceptance of their volunteer membership. Volunteer Members do not have voting rights and are exempt from paying the Centre membership fee.

5.11 Member rights and obligations: Each Member acknowledges and agrees that:

(a) they are bound by, and will comply with, this Constitution and the Bylaws, as well as the rules, regulations and policies of Athletics New Zealand;

(b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;

- (c) to receive or continue to receive or exercise Member rights, they must meet all the Member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any membership or other fees within the required time period;
- (d) they do not have any rights of ownership of, or the automatic right to use, the Centre's property; and
- (e) they will promote the interests and purposes of the Centre and must not do anything to bring the Centre into disrepute.

5.12 Member Clubs: In addition to clause 5.10, each Member Club will:

- (a) maintain registration as an incorporated society under the Act, unless an exemption has been granted in accordance with the Athletics New Zealand constitution and regulations;
- (b) ensure its constitution is not inconsistent with this Constitution and provide the Centre with a copy of its constitution and all proposed amendments; and
- (c) maintain an up-to-date register of its members using the national membership system provided by Athletics New Zealand, providing the Centre with full access to that register, in compliance with privacy laws.

5.13 Member Register: The Board will keep an up-to-date Member register within the Athletics NZ Membership System, which includes each Member's name, Contact Details, the date they became a Member and the date they cease to be a Member, and will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

6. Suspension and Termination of Membership

6.1 Suspension of Member: If a Member is, or may be, in breach under clause 5.10 and the Board believes it is in the best interests of the Centre to do so, the Board may suspend the Member until final determination of the matter under clause 22. Before imposing any suspension, the Member and Athletics New Zealand must be given notice of the suspension, the reasons for it, and the effect of the suspension.

6.2 Suspension of rights: Unless otherwise determined by the Board, while a Member is suspended, the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights of a Member and is not entitled to continue to hold office in any position within the Centre, until such time as the alleged breach is resolved or determined.

6.3 Termination by Board: The Board may, by Ordinary Resolution and written notice stating the reasons for its decision, terminate a Member's membership:

- (a) for breach of their obligations under clause 5.10; or

(b) following the dispute resolution process set out in clause 22 or such other process set out or referred to in this Constitution. Unless otherwise specified in such notice, termination is effective as of the date of the notice.

6.4 Ceasing to be a Member: A Member ceases to be a Member:

- (a) except for Life Members and Volunteer Members, at the expiry of the membership period;
- (b) by giving notice to the Board of their withdrawal, effective on receipt (unless a later date is specified);
- (c) in the case of a Life Member, upon their passing;
- (d) in the case of a Volunteer Member, at the expiry of their membership with their Member Club or Athletics New Zealand; and
- (e) in the case of a Member Club, upon removal from the Incorporated Societies Register.

6.5 Consequences of ceasing: A Member who ceases to be a Member remains responsible to pay all outstanding membership or other fees to the Centre, must return all the Centre's property, continues to be bound by this Constitution with respect to activities that occurred during the term of their membership, and ceases to be entitled to any rights of a Member.

7. Membership Fees

7.1 Annual Fees: The membership fees to the Centre shall be such amount as set by the Members at the AGM and shall be payable in advance. Fees set by Athletics New Zealand and the relevant Member Club may be added to the Centre membership fees and paid in one transaction.

7.2 Other Fees: The Board may determine that other fees are payable by Members from time to time.

7.3 Membership Period: The membership of each Member Club shall commence on the commencement date specified in any prescribed Athletics NZ membership form or regulation (or, if not specified, then the date the Member Club's membership is accepted by the Centre) and, unless terminated earlier, shall continue until the end date specified (or, if not specified, then 31 March within the 12-month period following commencement).

8. General Meetings

8.1 AGM: An AGM must be held once a year at the time, date and place as the Board decides, but not more than 6 months after each Balance Date of the Centre and not more than 15 months after the previous AGM.

8.2 Notice of AGM: Members must be given at least 30 Days' notice informing them of the date, time and place of the AGM. Notice to Members of an AGM may be given by posting on the website and/or email.

8.3 Notice of proposed motions: Members must give notice of any proposed motions and other items of business to the Centre at least 14 Days before the date of the AGM.

8.4 Notice of agenda: Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 7 Days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree unanimously to discuss and vote on other items.

8.5 Business of AGM: The following business will be discussed at the AGM:

- (a) confirmation of the minutes of the previous AGM;
- (b) the Board's presentation of the following information during the most recently completed accounting period: the annual report and the annual financial statements;
- (c) where required by the Act or where the Centre elects to do so, the reviewer's report, whereby a qualified reviewer has reviewed the annual financial statements;
- (d) notice of any disclosures of conflicts of interest made by Board Members;
- (e) appointment of the reviewer;
- (f) the election of Elected Board Members, including the Chair, Secretary and the Treasurer, as provided for in clause 9.6, and announcement of any Appointed Board Members;
- (g) consideration of any motions proposing to amend this Constitution properly submitted for consideration at the AGM; and
- (h) consideration of any other items of business properly submitted.

8.6 SGM: The Board must call a SGM if determined by a majority of the Board Members or if it receives a written request stating the purpose of the SGM from 25% of Member Clubs.

8.7 Notice of SGM: Members must be given at least 14 Days' notice of the SGM, unless the Board decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given. A SGM may only consider and deal with the business specified in the request for the SGM.

8.8 Method of holding meeting: A General Meeting may be held in person or by audio link, audio-visual link or any other form of communication approved by the Board.

8.9 Delegates: Each Member Club shall appoint at least one and up to three Delegates to represent it at General Meetings. The number of Delegates shall not exceed the number of votes the Member Club is entitled to under clause 8.13. Each Delegate must be a member of the Member Club that appoints them; no person may be a Delegate for more than one Member Club.

8.10 Quorum: No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum is 50% of Delegates of Member Clubs who are entitled to vote, present in person, by proxy, or through audio or audio-visual link or other electronic communication. A quorum must always be present during the General Meeting.

8.11 No quorum at AGM: If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the Chair (not less than 6 nor more than 30 days after the date of the AGM). Notice of the adjourned AGM must be given to all Members as soon as reasonably possible. If no quorum is met at the further AGM, the Members present 15 minutes after the start time are deemed to constitute a valid quorum.

8.12 No quorum at SGM: If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

8.13 Voting Entitlements: Each Member Club (through their Delegate(s)) is entitled to exercise a number of votes at a General Meeting proportionate to its membership: one vote per 25 paid-up members of the Member Club registered on national registration system, as at the conclusion of the Member Club's previous financial year or, if the Member Club so elects, at the time of any such General Meeting; a maximum of three votes per Member Club; and a minimum of one vote for each Member Club. Associate Members are entitled to vote as per the bylaws. That every Sub-Centre, and every club within that Sub-Centre, shall have the right to appoint not more than one delegate as its representative at any general meeting.

8.14 Voting by electronic means: Voting by electronic means is permitted. Proxy voting is permitted; the Chair must receive notice of the proxy signed by the Member Club prior to the start of the meeting.

8.15 Conduct of voting: Voting is conducted by a show of hands, or an equivalent electronic process, of those Members eligible to vote, unless a secret ballot is called for and approved by the Chair or at least 50% of Members present or as otherwise required under this Constitution.

8.16 Minutes: Minutes must be kept of all General Meetings.

8.17 Resolutions: An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution. Written resolutions consented to by at least a 75% majority of Members entitled to vote are valid as if passed at a General Meeting.

9. Board

9.1 Functions and powers: Subject to the Act or this Constitution, the Board must manage, direct or supervise the operation and affairs of the Centre and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Centre.

9.2 Composition: The Board consists of up to seven (7) persons elected at the AGM under clause 9.6 and up to two (2) persons appointed under clause 9.7. The board will assign a person as the chair. A majority of the Board must be Members or representatives of bodies corporate that are Members.

9.3 Role of Chair: The Chair presides over AGMs, SGMs and Board meetings; provides an annual report to the AGM; ensures the affairs of the Centre are properly conducted; promotes the Centre and good relations between Members; and complies with this Constitution and the Bylaws.

9.4 Role of Secretary: The Secretary attends to correspondence; prepares, circulates and maintains agendas and minutes of Board meetings, AGMs and SGMs; ensures subcommittees keep minutes; maintains the Member register and the register of interests; keeps records; files the annual return; and complies with this Constitution and the Bylaws. Tasks may be delegated with Board approval, but the Secretary remains responsible.

9.5 Role of Treasurer: The Treasurer receives and pays monies as approved by the Board (with delegated payment levels as authorised in writing); invests funds as directed; keeps financial accounts, ensures financial statements are prepared and reviewed, submits financial statements at the AGM; and complies with this Constitution and the Bylaws.

9.6 Election of Elected Board Members:

(a) The Board must call for nominations for any Elected Board Member positions to be vacated at an AGM at least 60 Days before the AGM;

- (b) nominations are made in the form decided by the Board and must be received by the date set by the Board and, if no date is set, at least 30 Days before the AGM;
- (c) the Board must give notice of the nominations to all Members in the notice of the AGM agenda under clause 8.4;
- (d) at the AGM, if nominees exceed positions available, the election is by secret ballot unless otherwise decided by the Chair and approved by Special Resolution;
- (e) those nominees with the highest votes for the number of positions available are declared elected;
- (f) ties are resolved by a further vote;
- (g) if only one nominee for a position, a confirmation vote will be held;
- (h) if no written nominations are received, nominations may be taken from the floor and confirmed by vote;
- (i) if a position remains unfilled following the AGM, the Board may appoint a person to fill the position.

9.7 Appointment of Appointed Board Members: Appointed Board Members are appointed by an Appointment Panel established by the Board. The Panel calls for applications, assesses candidates and decides the candidates to be appointed. The Panel comprises:

- (a) the Chair (or a non-standing Board Member if the Chair is seeking re-election);
- (b) a nominee independent of the Centre experienced in governance; and
- (c) a nominee independent of the Board with an interest and understanding of Athletics in New Zealand. Decisions should consider skills, experience, diversity and conflicts of interest.

9.8 Qualification: Every Board Member must, in writing:

- (a) consent to be a Board Member; and
- (b) certify they are not disqualified from holding office as a Board Member under section 47 of the Act.

9.9 Disqualification: The following persons are disqualified from holding office as a Board Member:

- (a) a person disqualified under section 47 of the Act; and
- (b) a person removed as a Board Member following a process under this Constitution or any Bylaw.

9.10 Term of office: The term of office for all Board Members is two (2) years, expiring at the end of the relevant AGM. A Board Member may be re-elected or reappointed for a

maximum of three (3) consecutive terms. Terms served to fill a Casual Vacancy are disregarded for the purposes of calculating the total term served.

9.11 Rotation: To maintain continuity, Board Member terms shall be staggered so that as far as practicable one-third of positions fall vacant each year. On adoption of this Constitution, the Board will assign varying initial term lengths to achieve rotation.

9.12 Casual Vacancies: If a Casual Vacancy of an Elected Board Member arises, the remaining Board Members may:

- (a) appoint a person to fill the vacancy until the expiry of the term of the person they replace;
- (b) appoint a person only until the next AGM, at which a person is elected to fill the remainder; or
- (c) leave the vacancy unfilled until the next AGM, at which a person is elected to fill the remainder. For an Appointed Board Member vacancy, the Board may refer to the Appointment Panel or appoint a suitable person.

9.13 Suspension and Removal: The Board may, by Special Resolution, suspend or remove any Board Member from office before the expiry of their term if the Board considers the Board Member has seriously breached duties, is no longer suitable, or is involved in conduct bringing the Centre into disrepute. The Board Member is entitled to notice, reasonable time to respond, the opportunity to make submissions and to be heard.

9.14 Ceasing to hold office: A person ceases to be a Board Member if:

- (a) their term expires;
- (b) they resign by delivering a signed notice to the Board;
- (c) they are removed under this Constitution;
- (d) they become disqualified under section 47(3) of the Act; or
- (e) they pass away.

10. Board Meetings

10.1 Calling meetings: Board meetings may be called at any time by the Chair or by any three (3) Board Members, but generally the Board meets at least quarterly.

10.2 Meeting procedure: Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.

10.3 Quorum: The quorum for a Board meeting is a majority of the current Board Members. Board Members may participate and vote by audio or audio-visual link or other electronic communication provided all persons can hear each other effectively and simultaneously.

10.4 Chair: At its first meeting following an AGM, the Board must elect a Chair. The role of the Chair is to chair meetings of the Board. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.

10.5 Voting: Each Board Member has one vote. Voting is by voices or on request by show of hands or ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.

10.6 Resolution in writing: A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is valid as if it had been passed at a Board meeting.

11. Officers' Duties

11.1 Duties: An Officer must act in good faith and in the best interests of the Centre; exercise powers for a proper purpose; not act, or agree to the Centre acting, in a manner that contravenes the Act or this Constitution; exercise the care and diligence of a reasonable person with the same responsibilities; not agree to the activities being carried on in a manner likely to create a substantial risk of serious loss to creditors; not agree to the Centre incurring an obligation unless the Officer believes on reasonable grounds the Centre will be able to perform the obligation; may rely on reports, statements, and professional or expert advice where reasonable; and must comply with this Constitution and the Bylaws.

12. Conflicts of Interests

12.1 Register: The Board must keep a register of interest disclosures made by Officers and present a summary at each AGM of the nature and extent of disclosures recorded during the year (without disclosing the identity of the Interested party).

12.2 Duty to disclose: An Officer who is Interested in a Matter being considered by or affecting the Centre must disclose details of the nature and extent of the interest (including any monetary value if it can be quantified) to the Board and include it in the interests

register as soon as practicable after becoming aware they are Interested in the Matter.
(ss62–65)

12.3 Consequences: A Board Member who is Interested in a Matter:

- (a) must not vote or take part in a decision relating to the Matter, unless all non-interested Board Members consent;
- (b) must not sign any document relating to the entry into a transaction or initiation of the Matter, unless all non-interested Board Members consent;
- (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision unless all non-interested Board Members consent; and
- (d) may be counted for quorum. If a majority of Board Members are Interested, an SGM must be called to consider and determine the Matter.

12.4 Notice of failure to comply: The Board must notify Members of a failure to comply with sections 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

13. Subcommittees

13.1 Appointment: The Board may appoint subcommittees for such purposes as it thinks fit. Subcommittees will consist of such persons as determined by the Board or, where authorised, the chair of the subcommittee.

13.2 Procedure: Unless otherwise resolved by the Board:

- (a) meetings may be held in person or by teleconference or by audio or electronic communications;
- (b) the quorum is a majority of members of the subcommittee;
- (c) the subcommittee may co-opt additional members as necessary;
- (d) no subcommittee shall commit the Centre to any obligation or financial expenditure without express written authority from the Board; and
- (e) no subcommittee may delegate any of its powers or responsibilities.

13.3 Resolution in writing: A resolution in writing signed or consented to by email or other electronic means by all members of a subcommittee is valid as if passed at a meeting properly convened and held.

14. Patrons

14.1 A person may be invited by a majority of the Board to be a Patron to show their support for the Centre and to help establish or maintain public credibility. The Patron must accept their appointment by the Board. A Patron is entitled to attend and speak at General Meetings but has no right to vote.

15. General Manager

15.1 The Board may engage a General Manager. The General Manager is under the direction of the Board, reporting through to the chair, and is responsible for the day-to-day management of the Centre within delegated authority. The General Manager may attend Board meetings when required by the Board but has no voting rights.

16. Finances

16.1 Control and management: The funds and property of the Centre are controlled, invested and disposed of by the Board, subject to this Constitution and devoted solely to the promotion of the purposes of the Centre set out in clause 3.

16.2 Balance date: The Centre's balance date is 31 March or such other date as the Board decides.

16.3 Financial reporting: The Board shall ensure that annual financial statements are prepared and registered in accordance with the Act and all other regulatory requirements, and presented at the AGM.

16.4 Review or Audit: The Centre's annual financial statements must be reviewed each year by a qualified reviewer appointed by the Board. If required by law or resolved by the Members, the financial statements will be audited by a qualified auditor. The reviewer's or auditor's report must be submitted to the AGM.

16.5 Annual Return: The Board shall ensure that an annual return is filed with the Registrar within 6 months of the Balance Date and contains the prescribed information.

16.6 No personal benefit: Without limiting section 24 of the Act, no financial gain shall be made from the Centre by any of its Members. This does not prevent:

- (a) reimbursement to any Member for reasonable expenses legitimately incurred;
- (b) reasonable and proper remuneration to any Board Member or employee for services actually rendered;
- (c) payment of usual professional, business or trade charges for services rendered, time expended and acts done by a Member or a firm/entity of which the Member is a member, employee or associate; and
- (d) retention by any Member of remuneration properly payable to that Member by any company or undertaking with which the Centre may be concerned, notwithstanding that the Member's connection with that company or undertaking is attributable to the Member's connection with the Centre. No Officer or Member may influence any decision in respect of payments or transactions between the Centre and them, their direct family or any associated entity.

17. Indemnity and Insurance

17.1 Indemnity: The Centre shall indemnify each Board Member and may indemnify its employees for liability to any person other than the Centre for any act or omission in their capacity as a Board Member or employee (excluding criminal liability or liability arising from failure to act in good faith and in the best interests of the Centre), and for costs incurred in defending or settling any claim or proceeding relating to such liability where judgment is given in their favour, they are acquitted, or the proceeding is discontinued.

17.2 Insurance: With prior Board approval, the Centre may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.

18. Information

18.1 A Member may at any time make a written request to the Centre for information held by the Centre, including the annual financial statements or the minutes presented at the most recent AGM. The request must specify the information sought in sufficient detail to enable it to be identified. The Centre must, within a reasonable time after receiving the request, provide, agree to provide, or refuse to provide the information requested in accordance with the Act.

19. Amendments

19.1 This Constitution may only be amended or replaced by an Ordinary Resolution of Members at a General Meeting.

19.2 No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

19.3 Minor/technical amendments: If an amendment would have no more than a minor effect or correct errors, the Board may give notice of the amendment to every Member stating the text and the right to object. If the Board does not receive any objections within 30 Days (or longer period set by the Board), the Board may make that amendment. If it receives an objection, the Board may not make the amendment.

20. Bylaws and Integrity

20.1 The Board may make and amend Bylaws for the conduct and control of the Centre's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the purposes of the Centre, the constitution of Athletics New Zealand, the Act and any other laws. All Bylaws are binding on the Centre, Board Members, other Officers and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

21. Notices

21.1 A notice may be given by the Centre to any Member either personally, by posting on the Centre's website or social media account, or by sending it to the Member at the address supplied by the Member (including by email or other electronic communication).

22. Dispute Resolution

22.1 Definitions: In this clause: Dispute means a disagreement or conflict between any one or more Members, any one or more Officers and/or the Centre, that relates to an allegation that:

- (a) a Member or an Officer or the Centre has engaged in misconduct; or
- (b) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or

(c) a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged. Disputes Procedure means the procedure set out in clauses 22.4 to 22.13.

22.2 Application of other law: The Disputes Procedure has no effect to the extent that it contravenes or is inconsistent with any law applicable to the Centre.

22.3 Other procedures: If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (Other Procedure), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply; the remainder continues with adjustments as determined by the Board so that it is consistent with natural justice.

22.4 Raising a complaint: A Member or an Officer may start the Disputes Procedure by giving written notice (a Complaint) to the Board setting out that the Member or Officer is starting a Disputes Procedure, the allegation to which the Dispute relates and who the allegation is against, and any other information reasonably required by the Centre. The Centre may make a Complaint against a Member or an Officer by giving written notice to the person concerned.

22.5 Investigation and determination: As soon as reasonably practicable after receiving or becoming aware of a Complaint, the Board must ensure the Dispute is investigated and determined, or referred under clause 22.7. Disputes must be dealt with in a fair, efficient, and effective manner. The Board will promptly notify Athletics New Zealand upon receipt of any Complaint.

22.6 Decision to not proceed: The Board may decide not to proceed with a Complaint if:

- (a) the Complaint is trivial;
- (b) it does not appear to disclose material misconduct, material breach or likely breach, or material damage to rights or interests;
- (c) it appears without foundation or there is no apparent evidence to support it;
- (d) the complainant has an insignificant interest in the matter;
- (e) the conduct has already been investigated and dealt with; or
- (f) there has been undue delay in making the Complaint.

22.7 Referral of Complaints: Subject to clause 22.8, the Board may refer a Complaint to:

- (a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes (Hearing Body);

- (b) a subcommittee or an external person to investigate and report;
- (c) an Applicable Disputes Body constituted by Athletics New Zealand; or
- (d) any type of consensual dispute resolution (e.g., mediation) with the consent of all parties.

22.8 Mandatory referral: The Board must refer a Complaint to the Applicable Disputes Body where the Dispute relates to a breach of the rules, regulations and policies of Athletics New Zealand, including its code of conduct.

22.9 Bias: A person may not act as a decision maker in relation to a Complaint if there are reasonable grounds to believe that the individual may not be impartial or able to consider the matter without a predetermined view.

22.10 Complainant's right to be heard: The complainant has a right to be heard before the Complaint is resolved or any outcome determined. This is satisfied if the complainant has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held), an oral hearing is held if needed to ensure an adequate hearing, and any written statement or submission is considered by the decision maker.

22.11 Respondent's right to be heard: If a Complaint involves an allegation against a respondent (Member, Officer or the Centre), the respondent has a right to be heard before the Complaint is resolved or any outcome determined. This is satisfied if the respondent is fairly advised of all allegations with sufficient details and time to prepare a response; has a reasonable opportunity to be heard in writing or at an oral hearing (if held); and any written statement or submission is considered by the decision maker.

22.12 Outcomes and communication: Decisions must be recorded in writing with reasons and communicated to the parties promptly, including any sanctions and rights of review or appeal if provided by this Constitution, Athletics NZ policy, or law.

22.13 Appeals: Subject to law or Athletics NZ policy, there is no right of appeal or review of a decision unless specified.

23. No Financial Gain

23.1 Without limiting section 24 of the Act, no financial gain shall be made from the Centre by any of its Members, except as set out in clause 16.6.

24. Liquidation and Removal

24.1 Decision: At a General Meeting, the Members may, by a Special Resolution, resolve to appoint a liquidator or request that the Registrar remove the Centre from the Register of Incorporated Societies pursuant to section 175 of the Act, effective from the date of the resolution (or a later date specified).

24.2 Notice: The Board must give notice in accordance with section 228 of the Act to all Members at least 30 Days prior to the General Meeting at which a resolution under clause 24.1 is to be considered.

24.3 Surplus assets: In the event of liquidation of the Centre or its removal from the Register, any surplus assets of the Centre, after the settlement of all liabilities, must be distributed to Athletics New Zealand or any other not-for-profit entity that shares similar purposes to the Centre, and no part may be distributed, directly or indirectly, to any Member. The Board must ensure compliance with the Charities Act 2005 (if applicable) and tax law when determining distribution.

25. Matters Not Provided For

25.1 If any matter arises that, in the opinion of the Board, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Board.

26. Transition

26.1 This clause applies to facilitate transition from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency.

26.2 Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done for a period of six (6) months solely to enable flexibility in the transition and to correct any unintended consequences occurring through different wording being used.

26.3 To maintain rotation, on adoption of this Constitution, the Board will determine which Board Members will retire at the first, second and third AGMs following adoption so that as far as practicable one-third of Board positions fall vacant each year.