

Constitutional Rules of Wellington Diving Club Incorporated

Rules as at 9 August 2010

1. NAME

1. The name of the club shall be Wellington Diving Club Incorporated, (the "Club").

2. DEFINITIONS

1. **"Aquatics NZ"** is Aquatics New Zealand Incorporated.
2. **"Committee"** is the governing body of the Club.
3. **"Diving"** is the sport of springboard and platform diving.
4. **"DNZ"** is Diving New Zealand. DNZ is affiliated to FINA, through Aquatics NZ as the Member for New Zealand for the discipline of Diving.
5. **"Doping Offence"** means either the commission by a Member of the Club of a doping offence (as defined in the FINA Doping control rules), or the commission by a Member of the Club of a doping infraction resulting in the entry of that Member's name on the drug register pursuant to Section 17 of the New Zealand Sports Drug Agency Act 1994 ("the Act").
6. **"General Meeting"** is an Annual General Meeting or a Special General Meeting.
7. **"FINA"** is the Federation International de Natation, the world governing body for the discipline of Diving.
8. **"Meet"** is a meeting for competition purposes.
9. **"Member"** is a person who has been accepted as belonging to the Club and has paid all fees due.
10. **"Writing"** and **"Written"** is communication in written form, whether in hard copy or electronic form being without limitation fax, email, or text message. Delivery of written notice to a common address or number is deemed to be taken by all Members recorded as having that address or number.

1. OBJECTIVES

1. The objects of the Club are:
 1. To promote, foster, teach, develop, advance, represent and encourage the knowledge and practice of Diving over all age groups and skill levels;
 2. To promote Diving to the public through various media;
 3. To promote good administration of Diving by recruiting and training persons in such support roles as Diving judges, table administrators and coaches;

4. To actively promote and encourage Club spirit and companionship.

2. MEMBERSHIP AND AFFILIATION

1. Any person who wishes to become a Member of the Club must make an application to the Secretary in such manner as the Committee shall from time to time determine. All applications are subject to approval by the Committee and any conditions it may impose.
2. All persons who assist in any way with the Club's activities may be classed as Members of the Club. Assisting with the Club's activities includes without limitation, administrators, coaches, judges, Committee members, technical and non-technical officials, and other helpers.
3. Upon recommendation by the Committee, the Club shall have the power to honour any Member by electing him or her a life Member without payment of any annual membership fees. This election is to be made at any duly constituted General Meeting by 75% majority vote of those present.
4. The Club shall be affiliated to DNZ as the New Zealand governing body of the sport and shall adopt and conform to the rules of DNZ and to such other bodies as the Club may determine from time to time.

3. MEMBERSHIP, COACHING AND OTHER FEES

1. All fees including annual membership and coaching fees (as applicable) shall be determined from time to time by the Committee and the Committee shall in so doing make special provision for different classes of membership as a General Meeting shall determine.
2. All affiliation fees and any increases in those fees paid by the Club on behalf of Members are payable to the Club by those Members.
3. The fees (if any) shall be payable at intervals determined by the Committee.
4. Any Member whose fees remain unpaid 30 days after the due date for payment may be suspended by the Committee from some or all Club activities from a date to be determined by the Committee and until such payment is made.
5. Any increase in fees shall be advised to the Members in Writing with the reasons for any increase to be reported to the Members at the next Annual General Meeting.

4. SAFETY

1. The Coaches and any other Member responsible for the direction of training or competition activities shall have the power to refuse a diver participation in those

activities should the diver's conduct endanger themselves or other participants. The Head Coach shall have sole discretion in this matter.

5. RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP

1. Resignation of Membership

- 1.** A Member wishing to resign membership of the Club must give to the Secretary Written notice of the resignation. A Member's resignation shall only take effect when this Rule (Rule 7.1.1) has been complied with.
- 2.** Any Member who gives notice of their resignation will remain liable for all fees payable by that Member up to the date of resignation.

2. Suspension and Termination of Membership

- 1.** A Member may have their membership of the Club suspended or terminated if the Committee, (including any disciplinary committee or other committee on its behalf) considers the Member:
 - 1.** has engaged in any conduct prohibited by the constitution of the Club; or
 - 2.** has defaulted in payment of any fee due and owing to the Club in accordance with the constitution of the Club; or
 - 3.** did not or is unable to comply with a reasonable decision of the Club or their constitution, by-laws, or any policies or reasonable directions of the executive of the Club.
- 2.** Upon the decision by the Committee to suspend, expel or terminate a Member under Rule 7.2.1, the Club shall within fourteen (14) days inform DNZ of the decision.
- 3.** Any Member whose membership is suspended or terminated under Rule 7.2. may appeal the decision to a Special General Meeting with that purpose. The appeal shall be allowed if two-thirds majority of Members at the Special General Meeting vote in favour of such an appeal. Where a Member appeals a decision of the Committee under this Rule, then that appeal decision shall be final.
- 4.** A Member who is suspended, expelled or terminated from membership of the Club shall also automatically have their memberships by affiliation (including that of DNZ) through the Club of DNZ suspended, expelled or terminated, unless the terms of the suspension, expulsion, or termination specifies otherwise. The effect of such suspension, expulsion, or termination, (unless the terms of the suspension, expulsion, or termination specifies otherwise) is that the Member will:
 - 1.** not be entitled to any rights or privileges of membership set out in this Constitution, and regulations of the Club, including the

right to nominate, elect or appoint officers, or the right to vote;
and

2. not be entitled to participate in any capacity in any competition, event or activity of the Club;

for the period of the suspension, or in the case of expulsion or termination, indefinitely unless membership is reinstated.

5. Membership, which has been suspended, expelled or terminated by the Committee under Rule 7.2.1, may be reinstated. If a Member is reinstated under this Rule, the Club shall notify the affiliated bodies (including DNZ) of such reinstatement within seven (7) days of the decision to do so, to enable it to amend the Register of Members accordingly.

6. PROCEDURES AT CLUB MEETINGS

All Club Meetings

1. Members of the Club not younger than sixteen (16) years of age shall be entitled to be heard and vote on all matters at a General Meeting, and are eligible to be elected to the Committee. The Committee may allow younger Members to attend their meetings without power to vote.
2. The President, or in the President's absence a Member selected by the Committee shall chair the meeting. Each Member present shall have one vote and resolutions shall be passed by a simple majority unless specifically stated otherwise in these rules. The procedures for submitting resolutions to be considered at a General Meeting of Members are referred to in Rule 10.4. In the event of an equality of votes the Chair shall have a casting or additional vote.
3. The Secretary, or in their absence a Member of the Committee, shall take minutes of the meeting.
4. The Chair shall at all General Meetings have unlimited authority upon every question of order and shall be, for the purpose of such meeting, the sole interpreter of the rules of the Club.

General Meetings

5. The quorum of the Annual and Special General meetings shall be 1/10th in number of Members entitled to attend and vote at the meeting or five (5) Members (whichever is greater).
6. In the event that a quorum is not present within thirty minutes of the published start time at a General Meeting, the meeting shall stand adjourned until another time and date as determined by the Chair. If a quorum is not present at the adjourned meeting then those Committee members attending may call a Special

General Meeting of the Members.

Committee Meetings

7. Committee meetings shall be held and at each meeting a quorum is required of a simple majority of the Committee members or four (4) committee members whichever is the lesser, and is to include an Executive Officer. The Secretary shall give all the Members of the Committee oral or Written notice of a meeting not later than two days before the meeting.

7. THE COMMITTEE

1. The Committee shall consist of the President, Secretary, Treasurer (together the "Executive Officers" of the Club) and any other members elected at a General Meeting.
2. The Committee members shall be proposed, seconded and elected by ballot at the Annual General Meeting each year and shall remain in office until their successors are elected at the next Annual General Meeting or Special General Meeting with that purpose. Any vacancy occurring by resignation or otherwise may be filled by the Committee in the manner determined by the Committee. Retiring members of the Committee shall be eligible for re-election.
3. In addition to the members elected, the Committee may co-opt further Club Members who shall serve until the next Annual General Meeting. Co-opted members shall not be entitled to vote at the meetings of the Committee and shall not be counted in establishing whether a quorum is present.
4. The Committee may from time to time appoint from among the Club Members such sub-committees as they may consider necessary and may delegate to them such of the powers and duties of the Committee as the Committee may determine. All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.
5. The Committee shall be responsible for the management of the Club and shall have the sole right of appointing and determining the terms and conditions of service of employees of the Club. The Committee shall have power to enter into contracts for the purposes of the Club on behalf of all the Club Members. The Committee shall also have power to make regulations and to settle disputed points not otherwise provided for in this constitution.
6. The Committee shall be entitled to an indemnity out of the assets of the Club for all reasonable expenses approved in advance by the Committee and other liabilities properly incurred by them in the management of the affairs of the Club.
7. The Committee shall ensure that the financial records and minutes of meetings

are retained for a period of at least 6 years.

8. ANNUAL GENERAL MEETINGS

- 1.** The Annual General Meeting of the Club shall be held each year on a date not later than 6 months following the end of the financial year. The date for the Annual General Meeting shall be fixed by the Committee.
- 2.** The purpose of the Annual General Meeting is as follows:
 - 1.** to receive the President's report of the activities of the Club during the previous year;
 - 2.** to receive and consider the accounts of the Club for the previous year and the Treasurer's report as to the financial position of the Club;
 - 3.** to appoint the auditor (or confirm that the current auditor remain in office) or agree that no auditor be appointed;
 - 4.** to elect the Executive Officers and other members of the Committee;
 - 5.** to decide on any resolution which may be duly submitted in accordance with Rule 10.4.
- 3.** Nominations for election of Members to any office or for membership of the Committee should be made in Writing by the proposer and seconder to the Secretary before the meeting is held. Nominations will however be taken from the floor. If the nominee is not present at the meeting, the proposer shall provide evidence satisfactory to the meeting that the nominee is a willing candidate for election to the office nominated.
- 4.** A minimum of twenty eight (28) days notice of a General Meeting shall be given by the Secretary in Writing to each Member at their last known physical, mail or email address. Remits received by the secretary a minimum of fourteen (14) days prior to the meeting may be accepted by the Secretary. The Secretary shall give Written notice of all remits properly received and also in the case of an Annual General Meeting a copy of the examined accounts to each Member not later than seven (7) days prior to the meeting.
- 5.** Business of the Annual General Meeting shall include:
 - 1.** Receiving the Annual Report and Financial Statement
 - 2.** Election of Officers
 - 3.** Consideration of remits properly received
 - 4.** Confirmation of regulations passed by the Committee
 - 5.** Setting of fees
 - 6.** Transaction of general business
- 6.** The order of business shall be that given in the meeting agenda prepared by the Secretary, unless varied by the Chair.

9. SPECIAL GENERAL MEETINGS

- 1.** A Special General Meeting may be called at any time by the Committee. A Special General Meeting shall be called by the Secretary on receipt of a requisition in Writing signed by not less than 10 Members entitled to attend and vote at a General Meeting stating the purposes for which the meeting is required and the resolutions proposed.
- 2.** Notice shall be in accordance with Rule 10.4.
- 3.** At a Special General Meeting only the business set out in the notice of remits shall be considered unless the meeting, by unanimous vote, admits further business for consideration.

10. ALTERATION OF RULES AND OTHER RESOLUTIONS

- 1.** No additions to or alteration of the Pecuniary Profit clause or the Winding up clause shall be approved without the approval of the Inland Revenue Department.
- 2.** Where the calling of a Special General Meeting is deemed undesirable because of time or expense, the Committee may conduct a postal ballot in order to obtain a decision. Any such decision reached affecting a change of rules must be presented for confirmation at the following Annual General Meeting.
- 3.** At least 21 days notice shall be given before the postal ballot closes.

11. POWERS

- 1.** The Committee shall have all the powers set out in Rule 13.
- 2.** To prescribe, make and adopt such rules, regulations, policies and resolutions and to do all such acts as may be necessary or desirable to carry out the objects or to conduct business including all lawful acts incidental or conducive to the attainment of the objects.
- 3.** To prescribe any fees or charges to be paid by Members including those paid by Members being admitted to membership.
- 4.** To purchase, take on lease, exchange or otherwise acquire any lands, buildings, easements or any real or personal property and to sell, convey, transfer, assign, mortgage, give exchange or otherwise dispose of the same and to design and/or construct buildings and to let contracts for such design and/or construction.
- 5.** To hire agents, employ and/or engage executive officers, secretaries, managers, or any other type of employee and to pay them and other persons in return for services to the Club such salary, wages, gratuities, fees, pensions or any other means as the Club may from time to time determine.

6. To subscribe to or become a Member of, or affiliate with, any association, society or organisation whose objects are similar either wholly or in part to the objects or which may further the objects in any way.
7. To sanction by warning, fine, suspension or expulsion any Member(s).
8. To delegate such of its powers as it may from time to time deem fit.
9. To employ and deal with the funds of the Club in such manner as it deems fit in the interests of the Club.
10. To join, contract, engage or make arrangements with any person, discipline or organisation as it deems fit in the interests of the Club.
11. To enter into any arrangement with any Government or authority, international, municipal, local or otherwise that the Club considers conducive to the Objects and to obtain from any such Government or authority, any rights privileges and concessions which the Club thinks desirable and to carry out, exercise and to comply with any such arrangements, rights, privileges and concessions.
12. To undertake or promote any action required to attain the objects of the Club.
13. To provide for a Registered Office within New Zealand.
14. To raise funds to support the objects of the Club.

12. COLOURS

1. The colours of the Club shall be as determined by the Committee.

13. CONTROL AND USE OF THE COMMON SEAL

1. The common seal of the Club shall be kept in the custody and control of the President or Secretary.
2. When required, the Common Seal will be affixed to any document following a resolution of the Committee and will be signed by the President or Secretary and one other Committee member.

14. FINANCIAL MATTERS

1. All moneys payable to the Club shall be received by the Treasurer and deposited in a bank account in the name of the Club. All moneys shall be drawn from that account by authorisation of signatory or signatories as appointed at the Annual General Meeting. Any moneys not required for immediate use may be invested as the Committee in its discretion thinks fit.
2. The income and property of the Club shall be applied only in furtherance of the objects of the Club and no part thereof shall be paid by way of bonus, dividend or profit to any Members of the Club (save as set out in Rule 16.3)

3. The Committee shall have the power to authorise the payment of remuneration and expenses to any officer, Member or employee of the Club and to any other person or persons for services rendered to the Club.
4. The financial transactions of the Club shall be recorded by the Treasurer in such manner as the Committee thinks fit.
5. The financial year of the Club shall be the period commencing on 1 April and ending on 31 March of the following calendar year. Any change to the financial year shall require the approval of the Members in a General Meeting.

15. PECUNIARY PROFIT

1. No Member or person associated with a Member of the Club shall derive any income, benefit or advantage from the Club where that can materially influence the payment of the income, benefit or advantage, except where that income, benefit or advantage is derived from:
 1. Professional services to the Club rendered in the course of business and charged at no greater rate than current market rates or honorarium; or
 2. Interest on money lent at no greater than current market rates:AND all Members who may be interested or concerned directly or indirectly shall disclose the nature and extent of their interest to the Committee.

16. WINDING UP

1. The Club may be wound up at either an Annual General Meeting or a Special General Meeting with that purpose if a resolution to so wind up is passed by a majority of at least 75% of those present and entitled to vote.
2. The winding up shall take effect from the date specified in the resolution and the members of the Committee shall be responsible for the winding up of the assets and liabilities of the Club.
3. If upon the winding up or dissolution of the Club there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the Members of the Club. Such remaining property shall be given or transferred to some other organisation or body having objects similar to the objects of the Club. In the event of the Members being unable to decide, the remaining assets are to be distributed to DNZ.

17. DOPING

1. Every competition diver agrees as a condition of their membership to:
 1. observe, be subject to, and be bound by, the DNZ Doping Control Rules

that are currently in force from time to time as if they were set out in these rules in extension;

2. submit to doping control testing when requested to do so by DNZ, FINA, and Drug Free Sport New Zealand (DFSNZ), (including any other testing agency or body duly authorised by any of them to undertake doping control testing on their behalf).

18. ACKNOWLEDGEMENT

1. The Members acknowledge that these rules constitute a legally binding contract to regulate the relationship of the Members with each other and the Club.