

CONSTITUTION

OF

**HAURAKI PLAINS COMMUNITY HUB
INCORPORATED**

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- 1.1 **Name:** The name of this incorporated society is “Hauraki Plains Community Hub Incorporated”
- 1.2 **Charitable Status:** The club intends after re-registering as an incorporation to be registered as a charitable entity under the Charities Act 2005.
- 1.3 **Contact person:** At its first Committee meeting following an AGM, the Committee 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 Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.
- 1.4 **Office:** The registered office of Hauraki Plains Community Hub Inc. shall be at such place as the Board of Hauraki Plains Community Hub Incorporated may determine. Due notice of any change in place of the registered office shall be given to the Registrar of Incorporated Societies, and to all members of Hauraki Plains Community Hub Incorporated

2. PURPOSE STATEMENT

- 2.1 *“The Charitable purpose of the Hauraki Plains Community Hub is to create sustainable, vibrant, social-oriented community services, club sport and recreation for residents and visitors”*

3. OBJECTS

- 3.1 Promote the development of vibrant, financially, and environmentally sustainable sport and recreation clubs across the Hauraki Plains, thereby supporting community well-being and environmental stewardship.
- 3.2 Increase participation in sport and recreational activities for the benefit of the physical and mental health of Hauraki Plains residents and visitors of all ages.
- 3.3 Promote inclusivity and cultural awareness by supporting diverse communities in accordance with the principles of the Treaty of Waitangi.
- 3.4 Support the social development of individuals by encouraging member clubs to provide accessible and inclusive venues, activities, and programs.
- 3.5 Encourage collaboration and efficient use of resources among member clubs by supporting the consolidation and re-purposing of facilities for enhanced community benefit.
- 3.6 Develop and maintain multi-use facilities that provide shared services across sporting and recreational codes, enhancing accessibility for the wider community.

- 3.7 Provide training and resources to member clubs to improve administrative and operational capacity, supporting their financial sustainability and long-term viability.
- 3.8 Provide programs, events, and services that encourage participation in sports and recreational activities across various codes for the benefit of Hauraki Plains residents and visitors, promoting community engagement and well-being.
- 3.9 Actively engage with the community by maintaining transparency, accountability, and responsiveness to the needs of Hauraki Plains residents, fostering trust and inclusivity.
- 3.10 Seek funding and manage resources effectively, including establishing subsidiaries or partnerships with companies and societies, to support and achieve the charitable purposes of 1-9.

4. POWERS

The powers of Hauraki Plains Community Hub Incorporated shall be:

- 4.1 To establish a Board together with such Committees or other groups as the Board shall determine to ensure the advancement and attainment of any of the objects of Hauraki Plains Community Hub Incorporated and to delegate its powers and functions to such groups.
- 4.2 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any rights and privileges in connection with such property and to hold, improve, manage, develop, let, or lease, sell, exchange, or otherwise dispose of any such property, rights, or privileges.
- 4.3 To borrow and raise money in such a manner as Hauraki Plains Community Hub Incorporated may determine.
- 4.4 To invest and deal with monies of Hauraki Plains Community Hub Incorporated not immediately required for the purposes of in such a manner as the Hauraki Plains Community Hub Incorporated Board thinks fit and in particular to invest the same on mortgage or in the purchase of real, leasehold, or personal property or securities or by depositing same with any bank on interest bearing terms.
- 4.5 To determine, raise and receive monies by way of subscription, fees, levies, grants (including government funding), donation, or otherwise.
- 4.6 To employ the services of such staff, on such terms as the Board determines as appropriate, to work for and on behalf of Hauraki Plains Community Hub Incorporated.
- 4.7 To determine who may be members of Hauraki Plains Community Hub Incorporated.

- 4.8 To take or defend legal proceedings of any kind.
- 4.9 To take and effect insurance (including officers liability insurance).
- 4.10 To do all such acts or things as are incidental, conducive, or subsidiary to all or any of the objects of Hauraki Plains Community Hub Incorporated.

5. MEMBERS

5.1 Membership categories

The membership of Hauraki Plains Community Hub Incorporated (collectively called “members”) shall consist of:

- (a) Founding members.
- (b) Affiliate members.

5.2 Admission to membership

Membership of Hauraki Plains Community Hub Incorporated shall bind all Members to abide by the general provisions of this Constitution and decisions of Hauraki Plains Community Hub Incorporated. (See clause 4.7).

5.3 Founding Members

Founding Members of Hauraki Plains Community Hub Incorporated shall be the organisations referred to in Appendix A to this Constitution.

5.4 Affiliate Members

An Affiliate Member shall be any Incorporated Society or Corporate Body who has sought and been accepted for membership after the founding of Hauraki Plains Community Hub Incorporated as determined in rule 5.7.

5.5 Applications for membership

- (a) The Board may make rules determining the procedure to be followed by any applicant for membership.
- (b) A person or entity must consent to becoming a Member as part of their application
- (c) The Board shall have the sole discretion to determine whether any applicant shall be admitted to membership of Hauraki Plains Community Hub Incorporated save that any organisation applying for Affiliate membership shall:
 - i. Be either a Society incorporated under the Incorporated Societies Act 1908 or any other Corporate Body. (for example, companies or charitable trusts) and/or

- ii. Be involved in the delivery of sport and recreation in our community (see definition p.17), but without a formal incorporation status or legal entity.

5.6 Membership fees

The Board shall determine:

- (a) By agreement with each member organisation the membership fee and all other fees payable by Founding and Affiliate members to Hauraki Plains Community Hub Incorporated, if any.
- (b) The date and manner by which such fees shall be paid to Hauraki Plains Community Hub Incorporated

5.7 Members' rights and obligations

Members acknowledge and agree that:

- (a) This Constitution is not a contract between each of them and Hauraki Plains Community Hub Incorporated and that they are not bound by its terms and any Regulations, By Laws, or Rules of Hauraki Plains Community Hub Incorporated but that they will be bound by any agreements formed via lease, Memorandum of Understanding (MOU) or other legal document that they form individually with Hauraki Plains Community Hub
- (b) They must comply with this Constitution and any Regulations, By Laws, Rules, Determinations, Resolutions or Policies which may be made or passed by the Board of Hauraki Plains Community Hub Incorporated that form part of an MOU or individual agreement between the parties
- (c) They are subject to the jurisdiction of Hauraki Plains Community Hub Incorporated only in so far as they agree with the terms laid out in this constitution
- (d) This Constitution, and any Rules, Regulations, By Laws, Resolutions or Policies implemented pursuant to it are reasonable and necessary for the promotion and furtherance of the objects of Hauraki Plains Community Hub Incorporated.
- (e) They are entitled to all benefits, advantages, privileges, and services of membership as are conferred by this Constitution, and any Rules, Regulations, By Laws, Resolutions or Policies implemented by the Board.

5.8 Cessation of Membership

- (a) **Notice of Resignation:** Any Member who has paid all monies due and owing to Hauraki Plains Community Hub Incorporated may resign from Hauraki Plains Community Hub Incorporated by giving one month's notice in writing to Hauraki Plains Community Hub Incorporated of such intention to resign and upon expiration of that

period of notice, the Member shall cease to be a Member.

- (b) **Failure to renew membership:** A Member ceases to be a Member upon failing to renew membership of Hauraki Plains Community Hub Incorporated in accordance with the procedure set down from time to time by the Board within 3 months of being required to do so unless otherwise determined by the Board in its absolute discretion.

5.9 Member Register

The Board will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to the Hub of any change to their Contact Details. The Member register will be updated as soon as practicable after the Board becomes aware of changes of the information recorded in the Member register. The Board will keep a record of those who have ceased to be a Hub member within the previous 7 years and the date on which they ceased to be a member.

6. **ANNUAL GENERAL MEETINGS**

6.1 Annual General Meetings to be held

Hauraki Plains Community Hub Incorporated shall convene and hold an Annual General Meeting of its Members once a year at the time, date and place as the Board decides, but not more than 6 months after the balance date of the Hub and not more than 15 months after the previous AGM.

6.2 Ordinary Business

The ordinary business of the Annual General Meeting shall be to:

- (a) Confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting.
- (b) Receive from the Board reports upon the operation of Hauraki Plains Community Hub Incorporated during the last preceding financial year including the audited annual financial statements required under the Act (if any).
- (c) Elect new appointments committee representative if applicable

6.3 Special Business

The Annual General Meeting may transact and consider special business of which notice is given in accordance with this Constitution.

6.4 Additional Meetings

The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year. Any such General Meetings shall be Special General Meetings and shall be held in accordance with the provisions of this

Constitution.

6.5 Entitlement to Attend Meeting

Any person shall be entitled to attend the Annual General Meeting of Hauraki Plains Community Hub Incorporated.

7. SPECIAL GENERAL MEETINGS

7.1 Special General Meetings May be Held

The Board may whenever it thinks fit convene a Special General Meeting of Hauraki Plains Community Hub Incorporated and, where but for this Rule more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

7.2 Requisition of Special General Meeting

- (a) **The Board shall on the requisition in writing of no less than 60% of Members convene a Special General Meeting.**
- (b) The request for a Special General Meeting shall state the object(s) of the meeting and shall be signed by or on behalf of Members making the requisition and shall be sent to Hauraki Plains Community Hub Incorporated and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.
- (c) If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to Hauraki Plains Community Hub Incorporated, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after that date.
- (d) A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or nearly as possible as that, in which meetings are convened by the Board.

7.3 Entitlement to Attend Meeting

Any person shall be entitled to attend a Special General Meeting of Hauraki Plains Community Hub Incorporated.

8. NOTICE OF AND PROCEEDINGS AT MEETINGS GENERALLY

8.1 Notice to be Given

At least 21 clear days' notice of a General Meeting to be given to each Member and the auditor (if any) in writing, which notice shall state the place, date, time, and nature of the proposed business to be transacted at the meeting.

8.2 Business of Meeting

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 28 days' notice in writing of that business to the Board which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

8.3 Special Business

All business that is transacted at a Special General Meeting or the Annual General Meeting with the exception of that referred to in these Rules as the ordinary business of the Annual General Meeting shall be special business.

8.4 Quorum Must Be Present

No item of business shall be transacted at a General Meeting unless a quorum of those entitled under this Constitution to vote is present during the time when the meeting is considering that item.

8.5 Quorum

A majority of members shall form a quorum for the transaction of the business at a General Meeting.

8.6 If Quorum Not Present

If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:

- (a) If convened upon the requisition of Members, shall be dissolved; and
- (b) In any other case, shall stand adjourned to the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place and if at that adjourned meeting a quorum is not present within half an hour after the time of appointed for the commencement of the meeting, the meeting shall be dissolved.

9. CHAIRPERSON AT MEETINGS

9.1 Board Chairperson to Chair

The Board Chairperson shall preside as Chairperson at each General Meeting of Hauraki Plains Community Hub Incorporated.

9.2 Where Chairperson Absent

If the Board Chairperson is absent from a General Meeting or is unable or unwilling to preside, the Board Members present shall elect one of their number to preside as Chairperson at the meeting.

10. ADJOURNMENT OF MEETINGS

10.1 Chairperson May Adjourn Meeting

The Chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

10.2 Further Notice

- (a) Where a meeting is adjourned for 14 days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.
- (b) Except as provided in Rule 10.2 a, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

11. VOTING AT GENERAL MEETINGS

11.1 Voting Procedure

- (a) Each member shall be entitled to one (1) vote.
- (b) All votes should be given by representatives of Founding and Affiliate members at the meeting. These representatives shall be as advised to the chairperson immediately prior to the meeting.
- (c) A question arising at a General Meeting of Hauraki Plains Community Hub Incorporated shall be determined either by a show of hands or be conducted under the conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Board to conduct the ballot.
- (d) In the case of an equality of voting on a question, the Chairperson of the meeting may exercise a casting vote.
- (e) A Member is not entitled to vote at any General Meeting unless all monies due and payable to Hauraki Plains Community Hub Incorporated have been paid, including the amount of the annual subscription payable in respect of the current financial year.

11.2 Recording of Determinations

A declaration by the Chairperson (before or on demand for a poll) that a resolution has, on a show of hands, been carried unanimously, carried by a particular majority, or lost or an entry to that effect in the Minute book of Hauraki Plains

Community Hub Incorporated is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

11.3 Poll at General Meeting

- (a) If at a meeting a poll on any question is demanded by more than 25% of the members present, it shall be taken at the meeting in such manner as the Chairperson may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.
- (b) A poll that is demanded on the election of a Chairperson or on a question of an adjournment shall be taken immediately and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the Chairperson may direct.

11.4 Postal Voting

- (a) Postal voting (including but not limited to voting by land mail, email, facsimile transmission, or any other form of visible or electronic transmission) may be held from time to time in such instances as the Board may determine (other than in respect of matters which must be passed by Special Resolution) and shall be held in accordance with procedures prescribed by the Board.
- (c) All postal voting shall be conducted under conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Board to conduct the ballot.

12. BOARD

12.1 The Board is the governing body of Hauraki Plains Community Hub Incorporated.

12.2 Powers of Board

- (a) The affairs of Hauraki Plains Community Hub Incorporated shall be managed by a Board constituted under Rule 12.3
- (b) Subject to this Constitution and the Act, the Board:
 - i. Shall control and manage the business and affairs of Hauraki Plains Community Hub Incorporated;
 - ii. May exercise all such powers and functions as may be exercised by Hauraki Plains Community Hub Incorporated other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
 - iii. Has power to perform all such acts and things as appear to the Board to be essential or appropriate for the proper management of the business and affairs of Hauraki Plains Community Hub Incorporated.

12.3 Board Composition

- (a) The Board is the governing body of Hauraki Plains Community Hub
- (b) The board shall consist of seven (7) board members:
- (c) Four (4) elected board members voted by members at an AGM/ or special meeting (taking into account Rule 12.7 Term of Office)
- (d) Three (3) appointed board members appointed via a process decided by the Board (taking into account Rule 12.7 Term of Office)
- (e) All employees or wholly engaged contractors are excluded from being members of the Board.
- (f) Board members may supply contestable professional services to the Board.

12.4 Qualification

Every Board Member must, in writing:

- (a) consent to be a Board Member; and
- (b) certify that they are not disqualified from being elected or holding office as a Board Member by this Constitution or under section 47 of the Act or under section 36B of the Charities Act 2005.

12.5 Disqualification

The following persons are disqualified from being elected or holding office as a Board Member:

- (a) A person who is an employee of, or independent contractor to, the Hub.
- (b) A person who is disqualified from being elected or holding office as a Board Member under section 47 of Act or under section 36B of the Charities Act 2005.
- (c) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

If an existing Board Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Board Member. If any of the circumstances listed in (b) above occur to an existing Board Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

12.6 Vacancies on the Board

- (a) An appointed Board member, who resigns prematurely or passes away whilst in Office, shall be able to be replaced by a process of re-advertising and selection undertaken by the Board

- (b) Any appointed Board member appointed using the process in Rule 12.3 shall be eligible for reappointment as defined in Rule 12.7 c
- (c) An elected Board member who resigns prematurely shall be replaced at a SGM or if within 3 months of AGM by holding the vacancy and replacing them at the AGM; their replacement will
- (d) serve out the period of the replaced Board member.
- (e) The Board has the power to co-opt a maximum of two (2) people onto the Board for defined special projects. These co-opted persons will have voting rights on the Board.

12.7 Term of Office

- (a) The term of office for each elected Board Member shall be for a period of three (3) years.
- (b) The term of office for each appointed Board Member shall be for a period of four (4) years
- (c) Each Board Member shall be eligible for reappointment. The maximum number of years of service shall not exceed three consecutive terms.
- (d) The term of office for each co-opted Board Member shall be for a period of One (1) year
- (e) Co-opted Board Members shall be renewed on an annual basis at the discretion of the Board

12.8 Board Member ceasing to hold office:

A person ceases to be a Board Member if:

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Board;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act or section 36B of the Charities Act 2005;
- (e) the person dies.

12.9 Quorum for Board Meetings

Four (4) Members of the Board present at a Board Meeting shall constitute a quorum.

12.10 Election of Board Members

The Board shall elect 1 member to act as Chairperson and appoint persons to the

Secretary and Treasurer roles. Unless an alternative “contact person” is appointed by the Board (for the purposes of the Incorporated Societies Act 2022), the Secretary will be the Society’s “contact person”.

12.11 Board Meetings

- (a) The Board shall meet at such place and at such times and in such manner as it shall determine.
- (b) The Chairperson shall chair Board meetings or in his or her absence any other Board Member determined by the Board.
- (c) Each Member of the Board present at a meeting of the Board is entitled to one vote and in the event of an equality of votes on any question the Chairperson may exercise a second or casting vote.
- (d) A resolution in writing signed or assented to by email or other form of visible or other electronic communication by all Board Members shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Board Members.
- (e) A meeting of the Board may be held where one or more of the Board Members is not physically present at the meeting, provided that:
 - i. Notice of the meeting is given to all Board Members in accordance with the procedures agreed from time to time by the Board.
 - ii. All Board Members participating in the meeting are able to communicate with each other effectively simultaneously and instantaneously whether by means of telephone or video conferencing facility or by any other form of communication.
 - iii. If any failure in communication prevents Sub Rule 12.11(e)(ii) from being satisfied and such failure results in the quorum not being met or maintained the meeting shall be suspended until Sub Rule 12.11(e)(ii) is satisfied again and if not satisfied within 15 minutes from the time of interruption the meeting shall deem to have been terminated or adjourned.
 - iv. Any meeting held where one or more Board Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Board Member is there present and if no Board Member is there present the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

13. **REGULATIONS**

- 13.1 The Board may make regulations and/or bylaws and policies and alter, amend, or rescind the same as occasions may require, and enforce penalties for their breach. Such regulations, bylaws and policies shall have the same force and effect as this Constitution but shall not in any way oppose or be in conflict with this Constitution. Such regulations, bylaws and policies shall be published to the Members from time to time or made available to Members on request.

14. FINANCIAL MATTERS

14.1 Financial Year

The financial year of Hauraki Plains Community Hub Incorporated shall commence on the 1st of April and end on the 31st of March in the following year. The AGM should be held after the end of the financial cycle at the beginning of June each year.

14.2 Control and Management of Finances

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

14.3 Annual Report

The Board shall prepare an annual report for presentation to the Annual General Meeting which contains:

- (a) The annual financial statements as required under the Act; and
- (b) An annual report as to the year's activities (collectively known as the annual report);
- (c) The annual financial statement in this Rule shall be a compilation of accounts completed by a Chartered Accountant firm (or equivalent). No review or audit is required unless a special resolution is made.

15. APPLICATION OF INCOME

- 15.1 The income assets and property of Hauraki Plains Community Hub Incorporated shall be applied solely towards the promotion of the objects of Hauraki Plains Community Hub Incorporated.

- 15.2 Save as is provided in this Constitution:

- (a) No portion of the income, property or assets of Hauraki Plains Community Hub Incorporated shall be paid or transferred directly or otherwise to any Member or Board Member of Hauraki Plains Community Hub Incorporated
- (a) No remuneration or other benefit in money or monies shall be paid or given by Hauraki Plains Community Hub Incorporated to any Member

or Board Member of Hauraki Plains Community Hub Incorporated.

- (b) Nothing in Rule 15.2 (a) or (b) shall prevent payment in good faith of or to any Member or Board Member for;
- i. Any services actually rendered to Hauraki Plains Community Hub Incorporated whether as an employee or otherwise.
 - ii. Goods supplied to Hauraki Plains Community Hub Incorporated in the ordinary and usual course of business and of operation.
 - iii. Interest on money borrowed from any Member or Board Member of Hauraki Plains Community Hub Incorporated.
 - iv. Rent for premises demised or let by any Member or Board Member of Hauraki Plains Community Hub Incorporated to Hauraki Plains Community Hub Incorporated.
 - v. Any out of pocket expenses incurred by the Member or Board Member on behalf of Hauraki Plains Community Hub Incorporated for any other reason.

Provided any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

16. LIQUIDATION

- 16.1 Hauraki Plains Community Hub Incorporated may at any time be put into liquidation if:
- (a) 75% of those entitled to vote at an annual General Meeting or Special General Meeting pass a resolution appointing a liquidator; and
 - (b) Such a resolution is confirmed in a subsequent Special General Meeting, called for that purpose, and held no earlier than 30 days and no later than 60 days after the date on which the resolution was passed.
- 16.2 Upon the appointment of a liquidator the relevant provisions of the Act shall apply to the liquidation of Hauraki Plains Community Hub Incorporated.
- 16.3 Any surplus assets of Hauraki Plains Community Hub Incorporated, after payment of all costs, debts, and liabilities and the debts and expenses of winding up, shall subject to any trust affecting the same be vested either in any charitable substitute or successor organisation of Hauraki Plains Community Hub Incorporated or distributed, gifted or transferred to the Founding members and Affiliate members provided that they are duly incorporated as incorporated societies under the Incorporated Societies Act of 2022 and have charitable purposes.

- 16.4 The organisation or organisations in Rule 16.3 must prohibit the distribution of its or their income and property among its or their members to at least the same or a greater extent as is imposed on Hauraki Plains Community Hub Incorporated under this Constitution and shall not be carried on for profit and shall have an approved tax exemption.

17. ALTERATION TO THE RULES

- 17.1 Subject to Rule 17.1 (a) this Constitution may only be amended, added to or repealed by resolution of 75% of members eligible to vote at an Annual or Special General Meeting.
- (a) No addition to, deletion from or alteration of the organisation's rules shall be made which would allow personal pecuniary profits to any individuals. 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.
 - (c) Notice of intention to alter this Constitution must be given by a Member to the Board no later than 21 days prior to an Annual Meeting or Special General Meeting.

18. INDEMNITY

- 18.1 Hauraki Plains Community Hub Incorporated shall indemnify its Board Members, officers, and employees against all damages and costs (including legal costs) for which any such Board Member, or employee may be, or become, liable to any third party as a result of any act or omission, except willful misconduct;
- (a) In the case of a Board Member or officer of Hauraki Plains Community Hub Incorporated, performed or made whilst acting on behalf of and with the authority (express or implied) of the Board; and
 - (d) In the case of an employee, performed or undertaken in the course of, and within the scope of, their employment by Hauraki Plains Community Hub Incorporated.

19. DISPUTES AND MATTERS NOT PROVIDED FOR

- 19.1 If any dispute arises out of the interpretation of this Constitution or any Rules, resolutions, or policies implemented pursuant to this Constitution, or any matter arising which is not provided for in this Constitution, then such dispute or matters shall be referred in writing to the Board, whose decision shall be final and binding.
- 19.2 If the dispute or matter in Rule 19.1 is between the Board and a Member, or between one or more Board Members ("the parties") the dispute or matter shall be resolved as follows:
- (a) By the parties acting in good faith to seek an agreement; or failing such agreement
 - (b) By a party or parties appointing an independent third person to mediate between them; or failing such agreement at mediation

- (c) By referring the dispute or matter to the Sports Disputes Tribunal of New Zealand
- (d) With the Rules of that Tribunal and/or as directed by that Tribunal.

20. INTERPRETATION AND DEFINITIONS

20.1 Definitions

In this Constitution, unless a contrary intention appears:

- (a) “Founding Member” means a Member under Rule 5.3
- (b) “Affiliate Member” means a Member under Rule 5.4
- (c) “Board” means the Board as defined in Rule 12.3
- (d) “Financial Year” means the year commencing on 1 April and concluding 31 March.
- (e) “General Meeting” means a meeting of Members convened in accordance with Rules 7 & 8.
- (f) “Member” means a Member of Hauraki Plains Community Hub Incorporated for the time being under Rules 5.1, 5.2.
- (g) “Majority” means more than half of the total number.
- (h) “Regulations” means any regulations made by the Board under Rule 13.
- (i) “Rules” means the Rules of Hauraki Plains Community Hub Incorporated.
- (j) “Resolution” means a resolution passed in a General Meeting in accordance with this Constitution.
- (k) “Objects” means the objects of Hauraki Plains Community Hub Incorporated set out in Rule 3.
- (l) “Sports Disputes Tribunal of New Zealand” means the Tribunal established under the Sport and Recreation New Zealand Act 2002 to hear and determine sports related disputes, including appeals.
- (m) “Facilities” means any facility owned by Hauraki Plains Community Hub Incorporated.

APPENDICES:
APPENDIX A.

Founding Members of Hauraki Plains Community Hub Incorporated.

Thames Valley Hockey Association
Ngatea Primary School
Thames Valley Hockey Turf Society
Hauraki Plains Netball Centre
Ngatea Rugby & Sports Club
Hauraki Plains Junior Soccer Club
Kerepehi Bowling Club
Hauraki Golf Club
Kaihere Cricket Club
Hauraki North Rugby Club
Hauraki Plains College & Districts Rowing Club
Hauraki Handlebar Cycling Club
Hauraki Plains Youth Cricket
Hauraki Bowling Club
Hauraki Fitness Centre
Ngatea Hunting and Fishing

Affiliate Members of Hauraki Plains Community Hub Incorporated

TV Secondary Schools
Ngatea Touch Module