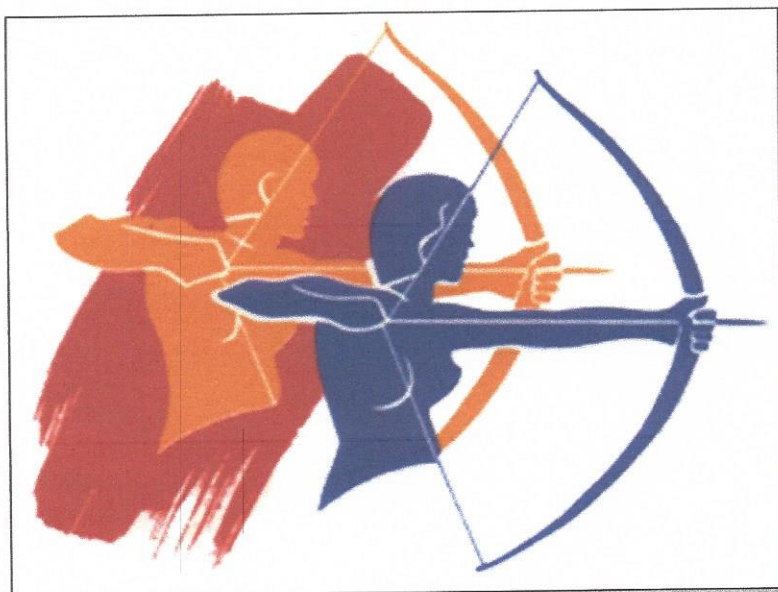


Auckland Archery Club Inc.

CONSTITUTION

Updated 18 September 2019



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CONCORDANCE

To: **SECTION 4 – “Membership Rights and Responsibilities”.**

Main Items arranged in Alphabetical Order for ease of Reference, Sub. Items to suit Sequence.
References to items not in Section 4 are indicated by “Refer” or “Also refer...”

(A) **RIGHTS:**

- (1) Affiliation (4.11)
- (2) Area of Committee’s Jurisdiction (4.16) - Refer 8.6, 15.5.1
- (3) Committee to Hear Grievance (4.5, 4.15)
- (4) (To) Compete (4.3) – Refer 15.4.1
- (5) Discipline of Members (4.15)
 - Time Limits (4.15.1),
 - Procedures (4.15.1, 4.15.2, 4.15.3, 4.15.4)
 - Occasions (4.15.1.2, 4.15.2, 4.15.3)
 - Scope (4.15, 4.15.4)
 - Forfeit of bond and membership fees (4.15.7.1)
 - Right of appeal (4.15.5)
 - Procedure (4.15.5.1, 4.15.5.2)
 - Final Decision (4.15.6)
 - Reinstate Clear Record (4.15.3.3)
- (6) Election to Office, to Committee - Refer 9
- (7) Fees, Temporary Time Extension - Refer 5, 5.5
- (8) Keys (4.8)
- (9) Loss of Rights (4.15.4, 4.15.7, 4.15.8, 4.15.8.2, 4.15.8.3, 4.15.9.3) - Also refer 6.11, 6.11.2, 9.1.2.1, 9.3, 15.5.1
- (10) Membership of Team (4.4)
- (11) Personal Use of Club Facilities (4.1)
- (12) Resignation of Membership (4.14.3) - Also refer 5.4
- (13) Shooting (4.1, 4.3, 4.15.8, 4.15.8.2, 4.15.8.3) - Also refer 15.4, 15.5.2
- (14) Voting at Meetings and Ballots (4.2) - Also refer 6.3, 6.4, 6.5, 6.8, 6.10

(B) **RESPONSIBILITIES:**

- (1) Affiliation (4.11)
- (2) Awareness of Threat to Club or Members (4.13)
- (3) Bankrupt - Refer 9.1.2
- (4) Conduct (4.9, 4.10, 4.12) - Also refer 15.5.2, 15.7
- (5) Damage to Property
 - Liability (4.15.2.2, 4.15.7.2, 4.15.9) - Also refer 15.3
 - Exception to Liability (4.15.9.2) - Also refer 15.3
 - Accidental (4.15.9.1)
 - Wilful (4.15.9.3)
 - Careless (4.15.9.4, 4.15.9.5)
 - Interpreting Intent (4.15.9.6)
 - Disciplinary Action (4.15.9.1, 4.15.9.3, 4.15.9.4, 4.15.10)
- (6) Discipline of Members (4.15, 4.15.4, 4.15.10)
 - Denial of Access to Membership, a General Meeting & Club Grounds (4.15.8) - Also refer 6.11, 15.5.1
 - Expulsion (4.15.4, 4.15.7, 4.15.8, 4.15.8.2) - Also refer 6.11
 - Suspension (4.15.4, 4.15.5, 4.15.7, 4.15.8, 4.15.8.3, 4.15.9.3) - Also refer 6.11, 9.3
- (7) Dress - Refer 15.1
- (8) Fees - Due Date - Refer 5.4
- (9) Forfeiture of Bond and Refund of Membership Fees (4.15.7.1)
- (10) Injury to Person (4.15.10)
- (11) Information (4.13) - Also refer 6.7.1
- (15) Keys (4.8)
 - Probationary Period (4.8.5)
 - Safekeeping, Copies, Loaning (4.8.6)
 - Return of Keys upon Resignation, Suspension or Expulsion (4.15.7)
- (14) Loyalty (4.11, 4.12, 4.13)
- (15) Maintain Clubrooms (4.10) - Also refer 15.6, 15.7
- (16) Probation Period - Refer 3.2.3, 3.2.4, 3.2.6
 - Exceptions - Refer 3.2.3.1, 3.2.3.2, 3.2.3.3
 - Keys (4.8.5)
 - Office Holding - Refer 9.2
- (17) Resignation of Membership (4.14, 4.15.7) -Also refer 3.5 (see under (11) Rights in sect. A.)
 - When (4.14.1, 4.14.3), How (4.14, 4.14.1, 4.14.3)
- (18) Return of Club Property (4.15.7)
- (19) Respect Equipment (4.10) - Also refer 15.7 re. Conduct
- (20) Shooting (4.15.8, 4.15.8.2, 4.15.8.3) - Also refer 10.3, 15.4, 15.5
 - Prove competency to shoot - Refer 15.4.1
 - Dress - Refer 15.1
- (21) Vacate Position on Committee if Suspended or Expelled - Refer 6.11, 9.1.2.1, 9.3

1. Name

- 1.1 The name of the society shall be: "AUCKLAND ARCHERY CLUB INCORPORATED."
- 1.2 The letters A.A.C. shall be the letters of abbreviation and shall be taken to mean Auckland Archery Club Inc. (the Club).

2. Objectives and Activities

- 2.1 The **objectives** of the A.A.C. shall be to perpetuate, foster and direct the practice of archery in all of its forms in accordance with the honourable traditions of this ancient sport.
- 2.2 The **activities** of the A.A.C. shall be:
 - 2.2.1 To encourage membership
 - 2.2.2 To adopt, interpret and enforce rules for the practice of archery
 - 2.2.3 To hold annual tournaments to determine the A.A.C. Championship
 - 2.2.4 To encourage and facilitate training, coaching and general practice of the sport.
- 2.3 In keeping with the objectives, the A.A.C. shall, if so determined by a majority of full members at a Special General Meeting, **affiliate** with (a) Archery New Zealand (henceforth abbreviated to the letters A.N.Z.) and (b) any other body that a majority of full members sees fit. Refer 5.7, 6.3.1, 15.2, 15.4

3. Membership

- 3.1 **Conditions of Application for Membership** - Every applicant for membership shall make a signed declaration agreeing to comply with the Club's Rules and Ordinances and to accept the rights, privileges, duties, responsibilities, obligations and liabilities set forth in the Constitution. Refer 3.3 - Application for Membership, 15.4 - Shooting Rules.
- 3.2 Membership of the A.A.C. shall be confined to the following:
 - 3.2.1 **Life Membership** - may be granted for exceptional merit and service to the Club, and a minimum of ten years meritorious service to Archery. Such members shall be exempt from regular Club fees and dues. Life membership shall only be granted by a resolution passed by a majority vote of members present at a General Meeting. Names of those proposed as Life Members must be notified in writing with a nominator and seconder to the Secretary at least one month prior to such meeting.
 - 3.2.2 **Honorary Membership** - may be granted to anyone approved by a majority vote of members of the Committee present at any Committee meeting. Such member shall be exempt from regular club fees for one financial year.
 - 3.2.3 **Senior Membership** - shall be granted on application in writing to anyone over the age of seventeen year, on approval by the Committee. Such members shall be subject to a three month probationary period and payment of requisite fees or dues before full membership rights are granted. Exceptions to the three month probationary period shall be:
 - 3.2.3.1 Junior members attaining their senior status upon reaching the age of seventeen who completed the probationary period as a Junior.
 - 3.2.3.2 Persons completing a full course of instruction in archery subject to their club coach's approval.
 - 3.2.3.3 Persons joining after being part of another archery club subject to the Committee's approval.

- 3.2.4 **Junior Membership** - shall be granted on application in writing to anyone over the age of eight years and under the age of seventeen, on approval by the Committee. Such members shall be subject to a three month probationary period and payment of requisite fees or dues before full junior membership rights are granted.
 - 3.2.4.1 Exceptions to the probationary period are as in 3.2.3.2 and 3.2.3.3
 - 3.2.4.2 Junior members' ages are taken as at 31st December of the previous year.
- 3.2.5 **Associate Membership** - shall be granted on application in writing to anyone over the age of eight years who is a member of another archery club but who is not a member of the A.A.C., who wishes to participate in the activities of the A.A.C., on approval by the Committee. There is no probationary period for Associate Members. Such members shall be subject to requisite fees or dues before membership rights are granted.
 - 3.2.5.1 Associate members can be either Senior or Junior archers.
- 3.2.6 **Non-Shooting Membership** - shall be granted upon application in writing to anyone aged over eight years who wishes to be a part of the A.A.C., but does not wish to shoot, on approval by the Committee. Such members shall be subject to a three month probationary period and subject to payment of requisite fees or dues before full membership rights are granted.
- 3.3 **Application for membership** must be completed by the applicant on the requisite form(s). If the applicant is a junior as per 3.2.4 and under 14 years of age then the application must be completed by his/her parent/guardian. Applications by juniors 14 years of age and over may be completed by his/her parent/guardian. Terms for application are as follows:
 - 3.3.1 Applicants must disclose the following information as stated on the application form: Full name, home address, postal address, contact phone number, health information and legal information.
 - 3.3.2 Applicants must also accept by means of their signature the Club's Constitution and Rules as per 3.1, the Club's privacy policy and health policy, and A.N.Z. policy when the Club is affiliated.
 - 3.3.3 The names and contact details for two personal referees must be attached to the application for membership.
 - 3.3.4 If the application form is not completed fully, membership will not be considered.
- 3.4 **Renewal of membership** forms must be verified, signed and returned by the member. If the member is a junior as per 3.2.4 and under 14 years of age then the form must be completed by his/her parent/guardian. Juniors 14 years of age and over may have the form completed by his/her parent/guardian.
- 3.5 **Resignation of membership** – Refer 4.14

4. Membership Rights and Responsibilities

- 4.1 Members have the **right of personal use** of the Club's facilities at any time for archery practice and archery related activities, subject to the approval of the Committee and with regard to other organised activities taking preference. Refer 4.15.8, 4.15.8.2
- 4.2 Life, Honorary, Senior and Senior Non-shooting members shall have the **right to attend and** have a deliberative **vote** on any issue at AGMs and Special General Meetings - Refer 6.8 Junior and Associate members may attend and speak but not vote.
- 4.3 Members shall be entitled to **compete** at Club shoots and tournaments. Refer 15.4
- 4.4 Members shall be entitled to be considered for **membership of teams** representing the Club.
- 4.5 Members shall be entitled to have the Committee **determine a grievance** or complaint.
- 4.6 Members shall be entitled to full and unhindered **participation in Club activities and affairs** according to their membership and role in the Club, subject to a period of probation or suspension.
- 4.7 Those rights expressly stated herein do not thereby preclude **other omitted rights**.
- 4.8 **Keys** may only be issued to and held by members with full membership rights subject to the following terms or as stated under 15.9:
 - 4.8.1 Application for keys must be in writing to the Secretary.
 - 4.8.2 Members are either Life, full Senior members or full Senior Non-Shooting members.
 - 4.8.3 The application is approved by the Committee.
 - 4.8.4 A bond and key cutting fee are paid, the charges set under the terms of fees as described under 5.1
 - 4.8.5 The applicant has qualified after a three (3) month probationary period (as a Life, Honorary, Senior, Junior, Associate, or Non-Shooting member), and shows an active participation in Club activities.
 - 4.8.6 Members shall diligently ensure safekeeping of and not produce copies or loan club keys.
- 4.9 All members are to maintain a good **standard of self-conduct** in and around the Club rooms, when participating in all Club activities and when representing the Club on any occasion. Refer 15.7
- 4.10 All members are to **respect** the Club's and other members' **equipment** and to **help maintain the Club rooms** and equipment in a good state of repair and cleanliness. Refer 15.6 and 15.7
- 4.11 No full member of the Club shall shoot against the Club, or for another club, unless in the case of team shoots, when the Club is not involved as a team in that event, or unless the member has been granted dispensation by the Committee, or under exceptional circumstances, by the President of the Club.

- 4.12 Members of the Club will conscientiously do all in their power to **be loyal to the Club** and not bring it into disrepute. Any decision involving interpretation of a member's observance of due diligence or lack thereof in this regard, rests with the Committee. Refer 4.11.2, 4.13
- 4.13 Any Club member who becomes knowledgeable of **information**, or of changes to, or of potential or pending changes to any policy of external origin that may affect the Club, or any threat that may impact on membership singularly or collectively, shall immediately make that information known to a Committee member, who shall then inform the Committee, which if appropriate shall, in due course inform the membership. The Committee shall report back to the member results of its deliberation.
- 4.14 Members may **resign** their **membership** at any time by giving notice in writing to the Secretary, but such resignation shall not relieve the member's liability to pay any fees, dues or consequences of damages caused outstanding at the date of resignation.
- 4.14.1 The resignation of a member shall not be deemed to be accepted until a resolution to that effect has been passed by the Committee.
- 4.14.2 Members who resign shall be reimbursed 40% of Club fees if they resign before the month of February, providing full annual fees had been paid by 30th September.
- 4.14.3 Members who have not renewed their membership or paid their subscriptions as of 30th September each year shall be deemed to have resigned. Refer 5.4
- 4.15 The Committee shall determine grievances or complaints brought by members and shall have the **power to discipline** any member for contravention of the rules or laws governing the club, A.N.Z. or archery in general. Refer 4.15.9 The procedure for disciplinary action shall be as follows:
- 4.15.1 Disciplinary action shall be instigated within 14 days by the Committee if:
- 4.15.1.1 A written complaint is received by the Committee regarding the actions of a club member and the Committee on deliberation finds with the plaintiff.
- 4.15.1.2 The behaviour or actions of a particular Club member is raised by the Committee where the Committee feels concerned for the welfare of the Club and its members.
- 4.15.2 If a member is found by the Committee to have acted in contravention of the rules or laws governing the Club, A.N.Z. or archery in general, then a **verbal warning** shall be issued to that member by the Club Captain.
- 4.15.2.1 If the Club Captain is unavailable, a person on the Committee shall be nominated by a majority vote of all Committee members present at a meeting.
- 4.15.2.2 Such warning shall not obviate the offending member for liability for any damages.
- 4.15.3 If a member acts in contravention of the rules following a verbal warning being given, or the Committee considers a first offence to be sufficiently serious, the Committee shall send a **written warning** to the member.
- 4.15.3.1 The written warning shall outline the offending actions and describe the problems associated with the offence.
- 4.15.3.2 The written warning shall notify the member of what further disciplinary action may ensue if the warning is not adhered to.
- 4.15.3.3 After a period of two years the Committee may **remove from the records** reference to a member's warning(s) where the member has not further offended.

- 4.15.4 The Committee shall have the disciplinary **power to suspend or expel** any member acting in contravention of the rules or statutory and common laws governing the Club, A.N.Z. or archery in general following the warnings as outlined in 4.15.2 and 4.15.3.
- 4.15.5 Any member issued with a notice of suspension or expulsion from the Club shall have the **right of appeal** as follows:
- 4.15.5.1 A member may appeal the Committee's decision within one month of receipt of the notice, either in writing to the Club Secretary or by attending a designated Committee Meeting.
- 4.15.5.2 An appeal will be considered firstly by the Committee or secondly by a Special General Meeting if called under the rules pertaining to Special General Meetings.
- 4.15.6 After a decision on an appeal has been made either by the Committee or secondly by a Special General Meeting, this **decision shall be final** and there shall be no further right of appeal.
- 4.15.7 If a member is **suspended or expelled** or **resigns** from the Club, he or she must immediately **return any Club property and keys** to the Club he or she may possess or otherwise be retaining.
- 4.15.7.1 Such suspended or expelled member will **forfeit** any current **bond or refund** of Club membership fees.
- 4.15.7.2 Such suspended or expelled member shall **make full and prompt restitution** for any damage for which they are responsible.
Refer 4.15.9.4
- 4.15.8 If a member is **expelled** from A.A.C., he or she can not reapply for membership of A.A.C., and **together with suspended members, casual shooting** on the club grounds will **not be an option** for consideration.
- 4.15.8.1 The Committee may determine to make **exceptions** with regard to exceptional circumstances wherein conditions of 9.1.3 shall apply.
- 4.15.8.2 **Expulsion** shall have immediate effect involving forfeiture of all membership rights and of all shooting at AAC.
- 4.15.8.3 **Suspension** shall have immediate effect involving temporary forfeiture of all membership rights and of all shooting at AAC until Committee determines to reinstate those rights.
- 4.15.9 If any **damage is caused to property**, whether it belongs to the Club or another member of the Club, the offending member shall be **liable for all costs**.
Refer 4.15.2.2.
- 4.15.9.1 When **accidental** damage to property is caused, no verbal or written warnings are required. It is at the discretion of the Committee to pursue appropriate effective disciplinary action.
- 4.15.9.2 Damage caused by the collision of arrows in a target shall be **exempt** from liability.
- 4.15.9.3 If **wilful** damage is inflicted on any property, the offending member shall be suspended immediately pending investigation into the matter by the Committee. Refer 4.15.
- 4.15.9.4 Damage to another archer's equipment, including arrows, caused by an act of **carelessness**, shall be remedied by the member responsible promptly recompensing the owner in full or making arrangements so to do that are satisfactory to the owner.

- 4.15.9.5 Damage caused by walking on visible arrows, or undue care whilst drawing arrows, while not limiting this definition, might be construed as carelessness.
- 4.15.9.6 Reference to past Committee rulings shall be a guide to **clarifying** what has been interpreted as careless, wilful or accidental.
- 4.15.10 If **harm is inflicted on another person** causing injury, the offending member shall be suspended immediately pending investigation into the matter by the Committee. Notwithstanding civil action, the Committee shall have power to determine fair and reasonable restitution for minor injuries caused by improper action.

4.16 Area of Committee's Jurisdiction in relation to membership defined - Refer 8.6

5 Fees and Dues

- 5.1 **The financial year** of the Club shall be from the 1st. October in any one year to and including the 30th. September the following year.
- 5.2 Entrance fees, annual subscriptions, key bonds, penalties for non-payment, and other dues or fees shall be fixed annually at the Annual General Meeting (A.G.M.) Refer 5.4
- 5.3 Fees for tournaments, special shoots and other events shall be fixed by the Committee prior to the event.
- 5.4 All Club **annual subscriptions** are **due** for payment on **1st August** each year and no later than the 30th September, on which date a member's Club membership, if not renewed, expires. Refer 4.14.3. A then **past member** may be **reinstated** shortly thereafter. All privileges associated with membership cease when and for any period membership lapses.
- 5.5 In the event of establishing a **member's hardship** or any other circumstance which it deems to qualify, the Committee may at its discretion allow a **temporary extension of membership and postponement of fees** for such duration as it determines, and/or suspend any subscription late-fee disincentives.
- 5.6 All membership fees shall be processed by the Club's Treasurer.
- 5.7 All membership fees associated with A.N.Z. may be paid through the Club and enclosed with Club subscriptions.

6. Meeting and Postal Ballots

- 6.1 **The Annual General Meeting** (A.G.M.) shall be held no later than the 31st of July.
- 6.2 **Notice:** Members shall be notified of the date, time and place of the A.G.M. or Special General Meeting (S.G.M.) prior to the meeting on the following terms:
 - 6.2.1 Notice shall be in writing, directly to the member or by notice in club newsletter or distributed flyer or by electronic transmission.
 - 6.2.2 Notice shall also be given on the Club Notice Board.
 - 6.2.3 Notice must be given at least fourteen full days before such meeting.

- 6.3 **The quorum** at any A.G.M. or S.G.M. shall consist of **no less than 25%** of the current Club senior membership shown on the register. No proxy votes shall be allowed at any such meeting.
- 6.3.1 If a **quorum is not attained**, such matters as annual subscriptions, remits, tabled motions and matters of urgency shall be subject to a **postal ballot**. Such postal ballots shall be held in accordance with the requirements as set out in the Rules governing A.N.Z.
- 6.4 If the Committee decides at any time that a matter requires the full vote of members, and insufficient time is available to call a Special General Meeting as provided in 6.2, the matter to be decided shall be subject to a postal ballot as described in 6.3.1.
- 6.5 **Special General Meetings** may be called by:
- 6.5.1 The Committee.
- 6.5.2 A requisition signed by at least 40% of the senior full members shown on the current register. Such requisition must be served on the Secretary who will call a S.G.M. within thirty days of receipt of the requisition. Failing action on the above by the Secretary within the period allowed, the signatories to the requisition shall have the right to call such a meeting in the manner specified in 6.2.
- 6.6 Only the business set out in the notice convening the meeting shall be dealt with at any Special General Meeting.
- 6.7 A **register of all members** shall be kept up to date by the Privacy Officer, showing the name, address and telephone number of each member. The register shall be available for inspection by members on request. Members may **inspect only their own personal details**.
- 6.7.1 Members shall inform the Privacy Officer of any changes to their details.
- 6.8 **Voting at an A.G.M. or at a S.G.M.** shall be by Life, Honorary, Senior and Senior Non-Shooting Club members and Junior Club members who have turned 18 (eighteen) only. Each of those members shall be **entitled to one vote** on each motion with the Chairman having the right of a casting vote if required. Refer 6.8.2 Voting shall be by voice, show of hands or by ballot, as decided by the meeting.
- 6.8.1 Junior members under the age of 18 (eighteen), Associate members and those members still within a probationary period, suspended or expelled are **not entitled to vote**.
- 6.8.2 In the event of a tied vote the Chairman shall have a **casting vote** which may be cast freely.
- 6.8.3 **Voting on the Constitution:** A 75% majority is required to alter, amend or rescind the Constitution. Refer 10
- 6.8.4 **Voting on Special Resolutions** shall require a 75% majority.
- 6.8.5 **Voting on general matters** shall require a one vote majority.
- 6.9 **Speaking Time - The mover of a motion** shall be allowed to speak for three minutes on the motion, with the **right to reply** for two minutes.
The seconder of a motion shall be allowed to speak for two minutes on the motion.
All other members shall be limited to one minute to speak for or against the motion.
Right of Reply - No members other than the mover shall be allowed to speak twice on any motion.
- 6.10 No person who is involved directly with any incident relating to his/her possible

- transgression may vote on any discussion relating to such an incident
- 6.11 Members suspended or expelled are **not entitled to attend** a General Meeting.
- 6.11.1 A member suspended at a meeting shall **take no further part in that meeting** and leave the meeting in an orderly manner forthwith.
- 6.11.2 A member expelled at a meeting shall immediately **lose all membership rights and leave** in an orderly manner forthwith. The expelled **past member remains subject to the Committee** and the rules of the Club until he/she has vacated the Area of Jurisdiction of the Committee. Refer 4.15.8.2, 8.6

7. Officers

- 7.1 **The Executive officers** of the A.A.C. shall be the President, Vice President, Secretary, Treasurer and Club Captain and shall be Senior members.
- 7.1.1 With the exception of the President and the Vice President, **positions may be combined** where practical and convenient.
- 7.2 The **President** shall preside at all meetings but if not available the **Vice president** shall perform the duty. If both are unavailable a Committee member may be nominated by the meeting to preside over it.
- 7.3 **The Secretary** shall keep all records of the A.A.C., serve notice of meetings, have charge of correspondence, handle administration of the Club, perform such duties as required by the Club and notify the Registrar of Incorporated Societies of any change of their residential address. Refer 14.1.
- 7.4 **The Treasurer** shall receive and deposit all monies of the A.A.C. in such bank account(s) held in the Club's name as from time to time determined by the Committee and disburse same in accordance with the instructions given by the Committee, keep an accurate record of all transactions and present a statement of accounts and balances to each A.G.M. Refer 5.6
- 7.4.1 **Bank accounts** may be kept at any bank nominated by the Committee with all withdrawals being signed by any two of the President, Vice President, Immediate Past President, Secretary, Treasurer or Club Captain.
- 7.5 **The Club Captain** shall manage the day to day running of the Club, set the shooting calendar, have control over all shooting activities at the Club, may be the **Field Captain** at all Club shoots if present, and perform other such duties as required by the Club. Refer 15.5
- 7.5.1 If the Club Captain is unavailable for a Club shoot his duties shall be discharged by the Assistant Club Captain or a Field Captain. Refer 15.5
- 7.6 The Committee may, if it deems appropriate, **create new posts** and **appoint several persons** from its ranks **to one office** or other appointed roles. Refer 8.5

8. Committee

- 8.1 The Committee shall consist of at least nine members, inclusive of the Officers of the Club.
- 8.2 The Committee positions shall include but not limited to: Youth Archery Coordinator, Tournament Coordinator, Membership Development Coordinator, and Building Manager.
- 8.3 Subject only to the provisions of this Constitution, the **Committee** shall **control and manage** all affairs, activities, policies and properties of the **A.A.C.** The Committee shall control and manage the Club finances; may make, alter or repeal any rules of the Club; engage or discharge any disputes and matters affecting the welfare of the Club; offer any so

determined rebates for prompt fee payments, impose reasonable penalties; and endeavour to create interest in the sport of Archery in all its forms. Refer 2

8.3.1 The Committee shall in all things be accountable to the Club in General Meeting.

8.4 **A quorum** shall consist of no fewer than six Committee members.

8.4.1 If a quorum is not attained, no motions shall be passed and only discussions may take place.

8.5 Any **position on the Committee vacated** during the current term shall be replaced by a majority vote of the Committee within two months of the position being vacated. Refer 7.8

8.6 **Area of Jurisdiction** - The physical territory of the Committee's jurisdiction in relation to its membership shall be defined as encompassing: the Clubrooms; its minor buildings; the grounds in near proximity to and surrounding the Clubhouse; the range; targets; the adjacent car-park; any archery shoot - local, national or international; any place and/or time a member is on the business of the club; member(s) dressed in club or national uniform, or parts thereof. Refer 15.5, 15.5.1

9. Election and Term of Office

9.1 Officers and members of the Committee shall be elected by a majority vote at the A.G.M. and shall assume office immediately for a **term of one year**.

9.1.1 No person shall hold the office of President for more than two consecutive years unless by unanimous vote of the A.G.M.

9.1.2 No person ever declared as **bankrupt** may assume the position of **Treasurer**.

9.1.2.1 If the Treasurer is declared bankrupt during his/her term of office he/she shall immediately **resign** that office.

9.1.3 No person ever **expelled** from any archery club may hold a position of office on the Club Committee, except where the Committee determines the circumstances and/or conditions of expulsion to either be no longer pertinent, not or no longer justified, not or no longer warrant further censure and/or the Committee is satisfied that the passage of time has indicated the candidate has reformed. Refer 4.15.8

9.2 No Club member may be eligible for election while in the **probationary period** or **suspended**.

9.3 If a Committee member or Officer is suspended they must **vacate their position** on the Committee immediately until such a time that the remaining Committee decides otherwise.

10. Alterations and Amendments to Constitution and Club Rules

10.1 **Procedure** - This **Constitution** may only be altered, amended or rescinded at any A.G.M. or S.G.M. of members, or full postal ballot, subject to the requisite notice being given as per 6.2., a quorum having been attained and by a 75% majority vote of eligible members present at the meeting or responding by ballot. Refer 6.8.3, 6.3

10.2 **Notice** - Any member wishing to propose any alteration or amendment to the Constitution or Club Rules must give sufficient notice of the intention to move the motion to the Secretary, so as to allow a notice to be sent to all members as required by 6.2

10.2.1 The Secretary must be in receipt of such a notice by 30th June for an A.G.M. or at least one full month prior to a S.G.M.

- 10.3 **Club Shooting Rules** - These shall be set, amended and updated by a majority vote of members present at any Committee Meeting.

11. Seal

- 11.1 The Common Seal of the Auckland Archery Club Inc. shall be **kept by** the Secretary and shall not be **affixed to** any document or other item except **by order of** the Committee **and in the presence** of any two of the President, Vice President, Immediate Past President, Secretary, Treasurer or Club Captain.

12. Disposition of Property

- 12.1 In the event of **winding up the Club**, the Committee shall, with his/her agreement, appoint an administrator who shall hold in trust and administer all the Club's assets until such time as either the Club is revived or 5 (five) years have lapsed (whichever comes first). The Committee shall pre-negotiate the terms of administration, arrange to file its copy of the agreement with ANZ for safekeeping and inform all the current membership of the particulars of the administrator. If the club is not revived in 5 (five) years, the administrator shall, after all liabilities have been paid, distribute such liquid assets as remain plus further realized or valued assets amounting to 50%, which shall be divided into equal portions, one portion to each of all the club membership as registered at the date of winding up, who the administrator after diligent effort has been able to locate at the expiration of 5 (five) years, and 50% shall be administered through A.N.Z. to be distributed to further the practice of archery in the Auckland Region.

13. Accounts

- 13.1 The accounts of the Club shall be audited as a **Receipts and Payments Account, Income and Expenditure Statement, and Balance Sheet** by an Auditor who shall be appointed by the Committee.

14. Registered Office

- 14.1 The registered office of the Club shall be the residence of the Secretary. Any change of address shall be forthwith notified to the Registrar of Incorporated Societies.

15. General

- 15.1 **Dress:** whites or club **uniform shall be worn on Sundays** during the period **from the Club Opening Day** each year **through to and including Easter** of the following year, **and any special Club shoots** at any time.
- 15.1.1 In the event of the Opening Day being cancelled or set after the end of November, the uniform rule shall apply from November 1st through to and including Easter of the following year.
- 15.2 **Situations not covered by this Constitution** shall be subject to A.N.Z. Rules.
- 15.3 **Waiver of Liability** - The Club shall not be held responsible for **members' equipment** or personal gear at any time.
- 15.4 **Shooting Rules** - The shooting rules of the Club shall be those of A.N.Z. except as otherwise decided by any local regional archery association to which the Club may be affiliated. Refer 1

- 15.4.1 Before shooting at the Club's ranges persons who were previously members of another archery club, and who have joined A.A.C., shall **provide evidence** he/she has **completed a shooting instruction course** which is satisfactory to the A.A.C. Committee.
- 15.5 **Control of Shoots** - All shoots shall be **controlled** in the first instance **by the Club Captain** if present **or otherwise by a Field Captain** who must be a full senior club member appointed by the Club Captain. In the absence of the Club Captain the Assistant Club Captain shall control the range or appoint the Field Captain for the shoot. If both the Club Captain and the Assistant Club Captain are absent, the Field Captain shall be appointed by a majority vote of the members present at the shoot. Refer to 7.5.
- 15.5.1 The Club Captain, Assistant Club Captain or Field Captain may verbally warn members, visitors, and the public, exclude serious offenders from the range and generally **exercise discipline in the field in order to** at all times **maintain safety and order** and to constrain offensive language and behavior. Controllers of Shoots shall at all times exercise restraint and prudence in judgment and enactment. Refer 8.6 - Area of Jurisdiction.
- 15.5.2 Members shall immediately and at all times comply with whistles, any other device and any verbal instruction from the Field Captain and at all times observe general shooting protocol and rules. Refer 15.4
- 15.6 **Upkeep** - All Club members where possible shall **assist in the upkeep and maintenance** of the Club's facilities, grounds and properties. Refer 4.10.
- 15.7 **Conduct and Assistance** - All **Club members** and any **guests** at the Club shall **conduct themselves** in an appropriate manner **and** do all in their power to **assist** in the cleanliness of the Club surroundings and enjoyment in the sport of archery. Refer 4.9, and 4.10.
- 15.8 **Keys** – The committee may at its discretion issue keys to other parties for the purpose of maintenance of the Club.
- 15.8.1 Keys may not be lent to other individuals
- 15.8.2 Maintenance Keys may not be used for opening the Club for any purpose but that outlined in the Maintenance Agreement

The Common Seal of the Auckland Archery Club Inc.

Dated 17 September 2019



Name: GRANT HEWSON
 Position: PRESIDENT
 Signed: Grant Hewson
 Date: 10/10/2019

Name: ANTHONY SMITH
 Position: SECRETARY
 Signed: AM Smith
 Date: 10/10/2019