HAMILTON CONTRACT BRIDGE CLUB Inc.

# The Constitution ( Rules ) of
# The Hamilton Contract Bridge Club Incorporated

The Hamilton Contract Bridge Club Incorporated
The Common Seal of

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**Version 4g:** 21 May 2025

**Updates:** June 2025 : **Version 4.1g**
- Rule 19,(v) - Added missing Natural justice requirement to the rule
- Rule 53 - applies to both Members information & Club processes
- Layout corrections, spelling, grammar & typo's

HAMILTON CONTRACT BRIDGE CLUB Inc.

# The Constitution of
# The Hamilton Contract Bridge Club Incorporated

The Hamilton Contract Bridge Club Incorporated
The Common Seal of

## The Rules

Last updated – 14 June 2025

1. **Name**

The name of the Club is **Hamilton Contract Bridge Club Incorporated** ("The Club").

2. **Registration**

The Club is registered under the Incorporated Societies Act 1908. The Club is not and does not at this time intend to be registered as a charitable entity under the Charities Act 2005.

3. **Objectives**

The objects of the Club are those charitable objects and purposes which are recognised by the Courts of New Zealand, and including:

a. Teaching and providing amenities, facilities and equipment for playing the game of contract bridge and for any other like purpose that its members may decide.

b. Promoting contract bridge tournaments, competitions and matches and providing for the control, administration and management of bridge sessions and events, and

c. The provision and maintenance of premises considered necessary desirable or convenient for the advancement of such objects.

4. **Affiliation**

The Club is affiliated as a member of New Zealand Bridge Incorporated ("NZ Bridge"), being the governing organisation responsible for the management, control, administration and regulations of Contract Bridge in New Zealand.

a. The Club shall seek to comply with any requirements imposed from time to time for membership of that organisation so as to continuously maintain such affiliation and the benefits of such membership.

b. All members of the Club are, by virtue of that affiliation, also bound by the provisions of the Rules of NZ Bridge to the extent the same apply to members of affiliated Clubs participating in the game of Contract Bridge.

5. **Notices**

These rules, the by-laws and any notices required to be given to the members or correspondence received from Club members can be delivered by the following:

a) to the membership

i. delivering it to the recipient; **or**

ii. letter addressed to the recipient's last known postal address; **or**

iii. by notice on the notice board at the Club rooms; **or**

iv. by email addressed to the recipient's last known email address; **or**

v. by notice on the Club's website or Facebook page.

b) from the membership

i. delivering them to the Club Secretary or Committee; **or**

ii. posting them to the Club's address; **or**

iii. delivery securely to the Club's premises; **or**

iv. an email addressed to the Club secretary

c) Notices shall be deemed to be given at the time they reasonably would be expected to be received at their destination having regard to the mode of delivery.

d) Notices involving legal proceedings delivery can be determined by the court having jurisdiction in the proceeding but cannot be delivered by Rule 5( a) iii. , iv. , or v. or b) iv. )

e) Copies of Notices will be provided on written application to the Secretary.

6. **Membership**

The members of the Club shall be:

i. Life members

ii. Ordinary members

iii. Youth members

iv. Country members

v. Honorary members

a) Life members shall be persons the Club desires to honour and shall be elected in accordance with Rule 7. A Life Member is not liable to pay any Club subscription and is entitled to all privileges of the Club.

b) Ordinary and Youth members shall be elected to membership under Rule 8.

c) Youth members shall have the playing rights of ordinary members while under the age of 25 years and not in full-time employment. They shall not be entitled to vote at any meeting of the Club or hold office unless they become Ordinary members.

d) Country Members: They shall not be entitled to vote at any meeting of the Club or hold office.

Country Members class I:

i. Must live >20 km from the Club

ii. Play up to 12 sessions per year

iii. If not affiliated member of NZ Bridge pays NZB Levy to the Club

Country Members class II:

i. Must live >20 km from the Club

ii. Play up to 12 sessions per year

iii. Already paying NZB Levy at another club

e) An Honorary Member shall be a previous Ordinary Member who may apply to become an Honorary Member. Such members may play social events at the Club 5 times during the year and will pay table money/entry fees as set. They may attend General Meetings of the Club but are not entitled to vote or hold office.

f) The minimal membership of The Club is ten(10) members

g) All members and visitors are to pay table money and/or entry fees as set.

7. **Election of life members**

Recommendations for election to life membership can be made only by the Committee and shall require the approval of three-quarters of the votes cast in a secret ballot at an AGM, due notice of the recommendation having been given in accordance with Rules 31(a) and 31(b). Any financial member can nominate a member for Life Membership with the nomination submitted to the Committee for consideration – details on the process are on the Bridge Club website.

8. **Election of ordinary and Youth members**

a. Every candidate for Club membership shall sign the membership application form prescribed by the Committee incorporating information required under the **I.S. Act 2022 Rule 9(a)**. If the candidate's completed form is submitted with no issues the application or a partially redacted copy for reasons of privacy shall be posted on the noticeboard at the Club's premises for at least fourteen(14) days.

b. At its first meeting after the conditions in Rule 8(a) are satisfied, the Committee shall consider the election of the candidate, and if approved, the candidate shall become a member of the Club and the approval is posted on the notice board as "**New or rejoined"**.

c. Every new member shall be notified by the Secretary of acceptance and shall then be bound by the rules and by-laws of the Club.

d. The Committee may accept, defer or decline an application for membership.

e. The Committee must advise the applicant of its decision but is not required to provide reasons for that decision.

9. **Members information – requirements**

The Club keeps a Register of Members containing information required for the operation of The Club or as prescribed to be kept under 'Incorporated Societies Act 2022'.

a. Every Member shall provide the Club the following-

   i. Their name; **and**

   ii. the date on which they became a Member (if there is no record of the date they joined, this date will be recorded as 'Unknown'); **and**

   iii. their contact details of their nominated person, including some or all of the following - A physical address, postal address or an electronic address; **and**

   iv. a telephone number; **and**

   v. the nominated person in writing must consent to be a member of The Club by completing the *HCBC Inc. "Club Membership Form"*; **or**

   vi. by paying a Subscription for the current year either in full or part thereby allowing The Club to use some members information for the efficient running of The Club *(e.g. email address, phone number)*.

b. Current Members shall promptly advise The Club of changes to the Member's contact details.

c. The Club shall also keep a record of former members of The Club who ceased to be a member within the previous seven(7) years then as required by "The Act" The Club will record:

   i. The former Member's name; **and**

   ii. The date the former Member ceased to be a member.

d. Access to members information held -

   i. A Member at any time may make a written request to The Club for information held by The Club. Rule 23 applies for detail on accessing the information.

   ii. The Club must follow all requirements as outlined in 'The Incorporated Societies Act 2022' and 'Privacy Act 2020' relating to the provision and management of information to Members.

e. Membership does not confer on any Member any right, title, or interest (legal or equitable) in the property of The Club.

10. **Resignation of members**

Notice of resignation from membership shall be given to the Secretary in writing or by email.

   i. A member who has not resigned before the end of the financial year is liable for the subscription for the ensuing year.

   ii. shall cease to hold himself or herself out as a Member of the Club; **and**

   iii. shall return to the Club all material provided to Members by the Club (including any membership certificate, badges, handbooks and manuals); **and**

   iv. shall cease to be entitled to any of the rights of a Club Member**; and**

v. The Club will return any monies held in Compa$$ of behalf of the member having first deducted any amount owing to The Club.

## 11. Discipline and/or suspension of members

a. The Committee has the power to censure, suspend from membership for a period, or expel any member, but the member **shall** be given full opportunity to offer an explanation and otherwise treated in a manner consistent with the requirements of natural justice in a fair and just manner.

b. Any member suspended or expelled under Rule 11(a), or Rule 13(d. & e.) – non-payment of subscription fees has the right to appeal, by delivering a notice in writing to the Secretary to that effect within ninety(90) days from the date of expulsion or suspension.
The process to be followed is found in Rule 12 – Disputes Resolution parts 1-3

c. Notwithstanding the provisions of sub-clauses Rule 12.(Parts 1-3) the member if sufficient support is found amongst The Club membership to convene a SGM within thirty(30) days of the date of the final delivery of the decision resulting from Rule 12.(Part 3 v. & vii ) that the participants in the SGM may request that the Committee review the decision determined.

## 12. Dispute resolution

### 1. Raising disputes

a. Any grievance by a member, and any complaint by anyone, is to be lodged by the complainant with the Secretary in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All Members (including the Committee) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Club's activities.

b. The complainant raising a grievance or complaint, and the Committee, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

c. The investigation and resolution of all disputes must be conducted in a manner that is consistent with natural justice in a fair and just manner.

### 2. Investigating disputes

a. This rule concerns any grievances of members relating to their rights and interests as Members, and any complaints concerning the alleged conduct or discipline of members, collectively referred to as "disputes." These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.

b. Rather than investigate and deal with any grievance or complaint, the Committee may:

i. appoint a sub-committee to deal with the same; **or**

ii. refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied,

c. The Committee or any such sub-committee or person considering any grievance or complaint is referred to hereafter as the "decision-maker".

d. The decision-maker:

   i. shall consider whether to investigate and deal with the grievance or complaint; **and**

   ii. may decline to do so (for instance, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to Members' interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the Club).

e. Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:

   i. The complainant and the Member or The Club which is the subject of the grievance, must be advised of all details of the grievance.

   ii. The Member or The Club which is the subject of the grievance, must be given an adequate time to prepare a response.

   iii. The complainant and the Member or The Club which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.

   iv. Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

f. Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:

   i. The complainant and the Member complained against must be advised of all allegations concerning the Member, and all details of the complaint.

   ii. The Member complained against must be given an adequate time to prepare a response.

   iii. The Member complained against must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.

   iv. Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

g. A Member may not make a decision on or participate as a decision-maker in regard to a grievance or complaint, if two(2) or more Committee Members, or the decision-maker, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a predetermined view.
   Such a decision must take into account the context of The Club and the particular case and may include consideration of facts known by the other Members about the decision-maker, so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially.

**3. Resolving disputes**

a. The decision-maker may:

i. dismiss a grievance or complaint; **or**

ii. uphold a grievance and make such directions as the decision-maker thinks appropriate (with which The Club and Members shall comply),

iii. uphold a complaint; **and**

iv. reprimand or admonish the Member; **and/or**

v. suspend the Member from membership for a specified period, or terminate the Member's membership; **and/or**

vi. order the complainant (if a Member) or the Member complained against, to meet any of The Clubs reasonable costs in dealing with a complaint.

## 13. Annual subscriptions

a. Annual subscriptions which shall be approved at the Annual General Meeting shall be determined by the Committee in office prior to the Annual General Meeting and shall automatically include provision for the NZ Bridge levy payable in respect of each member unless the member has a current membership with another Bridge Club affiliated with NZ Bridge and has nominated that other Club as their "Home Club" as provided under the NZ Bridge constitution.

b. The committee shall have the power in its absolute discretion to refund, dispense with, make reductions in the subscription paid or payable by any member or take other actions as it thinks necessary.
The reason(s) for the changed subscription to a member or other action deemed necessary is not required to be recorded in The Clubs minutes but will alternatively be recorded in The Clubs "In Committee" minutes record.

c. Subscriptions are due/paid in advance by the last day of the month following the month when the subscription notice was delivered to members.
*(e.g. Subs invoice sent out in March = Subs payment due 30th April)*

However, if the time of delivery of the subscription notice causes the due payment date to fall during the "Christmas / New Year Holiday Period" then the date and the subsequent related dates for Subs payment are to be extended by one month(30days).
*(e.g. Subs invoice sent in November = Subs payment is due 31th December then the due payment date will be extended by 30 days to the following 31th January )*

d. The first subscription is payable on or within thirty(30) days of election to membership of the Club. If not paid, the membership may be cancelled at the discretion of The Committee.
A member elected after the due date for the Subs in any year shall pay a first subscription amount calculated on a pro rata basis on the joining date related to the AGM.
*(e.g. join in April, AGM in November then the Sub will be reduced by five(5) twelfth parts of the annual Sub)*

e. A member whose subscription is unpaid thirty(30) days after the due date in Rule 13(c) will receive verbally or in writing/electronic format a warning notice from the Club of Non-Payment and may have their membership suspended at the discretion of the Committee.

f. Any member whose subscription still remains unpaid sixty(60) days after the due date in Rule 13(c) will be deemed to be suspended from Club membership, shall not be entitled to the privileges of the Club and any other action the Committee decides until the subscription has been paid. This action can extend to communication with NZ Bridge to the effect the member is no longer a member of the Hamilton Contract Bridge Club.

g. If a subscription remains unpaid at the end of the Club's financial year the person concerned shall cease to be a member of the Club but shall still be liable to pay the outstanding subscription.

## 14. Officers

a. The officers of the Club shall be the President, Vice President and the Immediate Past President who shall be members of the Committee ex officio.

b. No person shall hold the office of President for more than two(2) consecutive years, but this shall not prevent any ex-President from being re-elected after that person has been out of office for at least two(2) years.

c. All general meetings of the Club and all Committee meetings shall be chaired by the President or in the President's absence, by the Vice-President. In the absence of both of them, the meeting shall elect one of their number to fill the chair.

## 15. Election of Officers and Committee

a. Only financial members of the Club are eligible for election as an Officer and/or Committee member.

b. Only one person may hold one position.

c. The Annual General Meeting shall elect the President, a Vice President and Treasurer and not less than three(3) but up to six(6) other members all of whom with anyone appointed under Rule 18(e) or co-opted under unusual circumstances Rule 18(g) shall be the Committee.

d. Written nominations for election to the Committee on the approved form, signed by two financial members of The Club, including the written consent of the nominee and with a completed Incorporated Societies "Consent and certificate of an officer" – Template IS22-CCO form, shall be lodged with the Secretary at least seven(7) days before the Annual General Meeting.

e. At least seven(7) days before the Annual General Meeting, the Secretary shall post on the noticeboard a list of all nominees together with such information (not exceeding one side of an A4 sheet of paper) as may be supplied in support of each nomination.

f. In the absence of sufficient valid nominations being received and remaining current at the date of the Annual General Meeting, nominations for any vacancies remaining may be made from the floor. Rule 16 will still apply before the position filled at the AGM is confirmed or that nomination for the position will be declared null and void.

g. Should there be no nominations for the position of Treasurer then the Committee shall appoint a Treasurer at its first meeting following the Annual General Meeting. The Treasurer may be an elected Committee member or a person meeting the requirements of Rule 16 co-opted by the Committee to fulfil this role. An alternative solution is to employ a full or part time Treasurer.

h. The term of office for all Committee Members shall be one(1) year, expiring at the end of the Annual General Meeting in the year corresponding with the last year of each Committee Member's term of office.

16. **Qualification requirements for members holding position on Committee**

a. Prior to election, appointment or adoption, every Committee Member must consent in writing to be a Committee Member and certify in writing that they are not disqualified from holding office as a Committee Member by meeting the qualifications set out in **Section 47 Incorporated Societies Act 2022**.

b. A completed **Template IS22-CCO – "Consent and certificate of officer"** from Section 47 Incorporated Societies Act 2022 is to be forwarded completed to the Club Secretary. The original file can be downloaded from **Incorporated Societies Web Site** or from the file **"Addon File Package for Constitution V4g"** which can be found the Hamilton Bridge Club server.

c. When the IS22-CCO is required to be confirmed to other club members but due to private information the IS22-CCO contains the Club Secretary will verify to other members the document supplied is approved once having received the original copy for filing.

17. **Officers and Committee Member Duties**

At all times each Committee Member/Officer:

a. shall act in good faith and in what he or she believes to be the best interests of The Club,

b. must exercise all powers for a proper purpose,

c. must not act, or agree to The Club acting, in a manner that contravenes 'The Act' or these Rules,

d. when exercising powers or performing duties as a Committee Member, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of The Club, the nature of the decision, the position of the Committee Member and the nature of the responsibilities undertaken by him or her; **and**

e. must not agree to the activities of The Club being carried on in a manner likely to create a substantial risk of serious loss to The Club or to The Club's creditors, or cause or allow the activities of The Club to be carried on in a manner likely to create a substantial risk of serious loss to The Club or to The Club's creditors; **and**

f. must not agree to The Club incurring an obligation unless he or she believes at that time on reasonable grounds that The Club will be able to perform the obligation when it is required to do so.

18. **Management by the Committee**

a. From the end of each Annual General Meeting until the beginning of the next, the Club shall be administered, managed and controlled by the Committee, which shall be accountable to the members for the implementation of the policies of the Club as approved by any general meeting and having regard to the best interests of the Club.

b. The Committee may engage employees on such terms and with such powers as it thinks desirable.

c. Other than matters required by law or by these rules to be decided by The Club in general meeting, the Committee shall do all things in the exercise of the Club's powers and management.

d. The Committee shall meet at such times and places as it may determine and otherwise where and as convened by the President. A minimum three(3) working days prior notice for meetings is required with notice of meetings being provided to all committee members.
Should a regional or national "lockdown or other notice" be issued by the current Government making it impossible to hold a face-to-face meeting of the Committee then a substitute meeting may be held on-line using an electronic technology such as "Zoom" or "Teams". The part of the meeting confirming decisions is to be recorded using the features inbuilt in this technology.
If the above recording technology is not available, then Email may be used to approve and then record payment approvals or other matters as required to be actioned by the Committee.
The rules elsewhere in this document defining quorums will still apply.

e. The Committee may appoint any member to the Committee for the purpose of maintaining the numbers on the Committee and thus the quorum with the term of members so appointed being ended at the next AGM. The members so appointed must meet the requirement of Rule 16(b) and forward completed form to the Club Secretary before their position is confirmed.

f. The Committee may co-opt any Club Member(s) or non-members to the Committee or sub-committee for a SPECIFIC PURPOSE and for a LIMITED period. This co-opting is for such tasks as reporting, design, constructing, expertise etc but is not limited only to these tasks but is where The Committee needs the expertise/numbers of members or non-members.

   i. The term of all members co-opted for a specific purpose ends at the conclusion of the task co-opted by the committee or next AGM.

   ii. Co-opted members do not have a vote on the Hamilton Contract Bridge Committee.

   iii. The members so appointed are governed by the requirements of Rule 20

g. The committee may co-opt a member to the committee to maintain the quorum on receipt of a letter from a registered medical practitioner confirming a committee member is unable to carry out their duties on the committee. This period of non-availability must exceed one(1) month and result in missing two(2) or more committee meetings. On return of the member to the committee meetings that co-opted member may attend if required at the next committee meeting before their service to the committee terminates.

h. Absence by a Committee member from attendance at three(3) consecutive Committee meetings without "prior leave" being first granted by the Committee then that position occupied by the member becomes vacant:

   i. Leave requests must be sought from the Committee and approved before the period of absence commences. It **cannot** be sought to cover meetings that have already been missed.

   ii. The Committee has **no discretion** in applying this Rule 18(h) with it applying to whatever the position - elected, selected, appointed or co-opted of the committee member.

i. The quorum for Committee meetings is the greater of five(5) or half the number of committee members plus the number appointed onto the committee ( rounded up as required ).

j. Only Committee members elected under Rule 15(c) or appointed under Rule 18(e) or co-opted Rule 18(g) who are present in person shall be counted in the quorum and be entitled to vote.

k. The Committee may appoint sub-committees consisting of such members as it thinks fit and with or without power to co-opt. The President shall ex officio be a member of all sub-committees.

l. The Committee may act by resolution approved by more than half the members present. In the case of equality of votes, the Chairperson shall have a deliberative and casting vote.

m. The Committee shall make by-laws consistent with these rules for any matter affecting members and the management of the Club.

n. These rules, any by-laws, the resolutions of general meetings, the decisions of the Committee on the interpretation of these rules, and all actions taken by the Committee in accordance with these rules, and on matters not provided for in these rules, shall be final and binding on all members.

o. Each officer or Committee member shall immediately on resigning or ceasing to hold office deliver to the Secretary all books, papers and other property of the Club.

19. **Removal from the Committee (Officers)**

Where a complaint is made about the actions or inaction of a Committee Member (and not in the Committee Member's capacity as a member of The Club) the following steps shall be taken:

I. The Committee Member who is the subject of the complaint must be advised of ALL details of the complaint.

II. The Committee Member who is the subject of the complaint must be given adequate time to prepare a response.

III. The Complainant and the Committee Member who is the subject of the complaint must be given an adequate opportunity to be heard, either in writing or at an oral hearing by the Committee (excluding the Committee Member who is the subject of the complaint) if it considers that an oral hearing is required.

IV. Any oral hearing shall be held by the Committee (excluding the Committee Member who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the Committee (excluding the Committee Member who is the subject of the complaint).

V. The Committee (The Club) must, as a matter of law comply with not only the provisions in its rules but also, and most importantly, the basic requirements of natural justice.

If the complaint is upheld the Committee Member may be removed from the Committee by a resolution of the Committee or of a General Meeting, in either case passed by a two-thirds majority of those present and voting having met the quorum requirements for that form of meeting.

## 20 Sub-Committees

The Committee may appoint sub-committees consisting of such people (whether or not Members of The Club) and for such purposes as it thinks fit.
Unless otherwise resolved by the Committee:

a. the quorum of every sub-committee is half the members of the sub-committee (rounded up) but not less than two(2),

b. no sub-committee shall have power to co-opt additional members,

c. a sub-committee cannot commit The Club to any financial expenditure or obligation without express authority in writing from the Committee; **and**

d. a sub-committee cannot further delegate any of its powers

e. a sub-committee is limited to the powers delegated in writing to the sub-committee at the time of formation of the sub-committee.

## 21. Secretary

The Committee shall appoint as Secretary, a person to be responsible to the Committee for secretarial functions and may employ that person on terms determined by the Committee.

a. If the Secretary is an employee, the position will include responsibility to act at all times in accordance with the decisions of the Committee in administration of the affairs of the Club.

b. The Secretary shall attend meetings of the Committee but unless elected to the committee by the Club membership does not have voting rights.

c. Should the Secretary be an employee of the Club then the “Minimum Rights of an Employment” that MBIE (NZ) publish in “Employment New Zealand” or equivalent shall apply to the secretary.

## 22. Records

a. The Secretary shall record the minutes of all special or general meetings and Committee meetings, and all minutes when confirmed by a subsequent meeting and signed by the Chairperson of that meeting, shall prima facie be evidence that that meeting was duly called and that the minutes are a true and correct record of what occurred at the meeting:

   i. A Committee meeting held in part or fully “In Committee” are still in all or part of The Club meeting and are to be recorded and confirmed by those participating as above with the exception that the confirmed minutes are only released to those entitled to be at that part of the meeting now or at some future time.

   ii. Any decisions made when a quorum is not present are not valid.

b. Registered Office :

   i. The registered office of The Club (Society) shall be at such place in New Zealand as the Committee from time to time determines with the first choice being the Club Playing Rooms with the option next being a location in Hamilton or then the Waikato Region.

ii. A change to the location of the Registered Office is by way of a Special General Meeting as defined by Rule 32.

iii. Changes to the Registered Office shall be notified to the Registrar of Incorporated Societies
   a. at least five(5) Working Days before the change of address for the registered office is due to take effect; and
   b. in a form and as required by the Act.

iv. The Committee shall hold the Club's records, documents, and books at the Clubs Registered office.

c. Register of Members :

The secretary shall keep an up-to-date Register of Members recording information as required by these rules, The Club or as prescribed under 'The Act'.
Typically, this will be limited to name, contact details and date of joining and if applicable along with the members agreement to accept office (Incorporated Society).

Every current Member shall promptly advise The Club of any change to the Member's contact details. Members who advise that information held is incorrect and provides the correct information has the expectation that the data will be updated quickly.

The Club shall also keep a record of the former members of The Club. For each member who ceased to be a member within the previous seven(7) years The Club will record:

i. The former member's name; **and**
ii. the date the former member ceased to be a member.

d. Register of Club Officers / Committee :
The secretary shall keep an up-to-date Register of Members nominations prior to application for a position on the Committee or Club Office as prescribed under 'The Act'.

e. Club Officers / Committee Interest Register :

The Club shall always maintain an up-to-date register of the interests disclosed by Officers and by members of any Committee.

f. Access to information by members :

A member may at any time make a written request to The Club for information held by The Club on that member.

i. A member request to The Club for information Rule 23 applies for detail on accessing the information.
ii. The Club must follow all requirements as outlined in The Incorporated Societies Act 2022 and Privacy Act 2020 relating to the provision and management of information of Members information.

g. Club Contact Person(s) for the Registrar of Incorporated Societies:

The secretary is to arrange for the Committee to appoint a Contact Person(s) for The Club but no more than three(3) qualified to handle any enquiries from The Registrar, Incorporated Societies.

i. The contact person does not need to be an officer of The Club.
ii. The secretary is required within twenty(20) Working Days to update changes in the Contact Person(s) names provided to The Registrar of Incorporated Societies
iii. The secretary is not prevented from being one of the Contact persons.

h. Change in Club Officers :

The Secretary is to advise The Registrar of Incorporated Societies within twenty(20) Working Days of all changes of The Clubs officers.

## 23 Members Records – Access

A Member may at any time make a written request to The Club for information held by The Club on that member. The request must specify the information sought in sufficient detail to enable the information to be identified.

The Club must follow all requirements as outlined in 'The Incorporated Societies Act 2022' and 'Privacy Act 2020' relating to the provision and management of information to Members.

The Club must, within a reasonable time after receiving a request:

a. provide the information; **or**

b. agree to provide the information within a specified period; **or**

c. agree to provide the information within a specified period if the member pays a reasonable charge to The Club (which must be specified and explained) to meet the cost of providing the information; **or**

d. refuse to provide the information, specifying the reasons for the refusal.

Without limiting the reasons for which The Club may refuse to provide the information, The Club may refuse to provide the information if:

a. withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; **or**

b. the disclosure of the information would, or would be likely to, prejudice the commercial position of the Club or of any of its members; **or**

c. the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to The Club; **or**

d. withholding the information is necessary to maintain legal professional privilege; **or**

e. the disclosure of the information would, or would be likely to, breach an enactment; **or**

f. the burden to The Club in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information; **or**

g. the request for information is frivolous or vexatious.

Should The Club require the Member to pay a charge for the information, the Member may withdraw the request, and must be treated as having done so unless, within ten(10) Working Days after receiving notification of the charge, the Member informs The Club -

a. that the Member will pay the charge; **or**

b. that the Member considers the charge to be unreasonable.

Nothing in this Rule limits Information **Privacy Principle** 6 of the Privacy Act 2020 and by inference **Principle 4** and **Principle 7**.

## 24. Treasurer

The functions of the Treasurer shall include:

a. Keeping such books of account as may be necessary to provide a true record of the Club's financial position; **and**

b. Preparing budgets and reporting on the Club's financial position to each Committee meeting; **and**

c. Presenting an annual statement of accounts (statement of financial performance and statement of financial position) to the Annual General Meeting; **and**

d. Chairing the finance sub-committee; **and**

e. Supervising all the financial affairs of the Club; **and**

f. External reporting :

i Prepare financial reports using the appropriate XRB reporting templates (Tier 1 – 4) ready for filing 'The Club' accounts with the Companies Office; **and**

ii. Ascertain that the Clubs reporting is using the correct "Tier" and whether changes due to the current or future financial performance need a change in template in the forthcoming year; **and**

iii. Prepare reports for the committee and summary version reports for the AGM; **and**

iv. Financial statements filed with Registrar within six(6) months of The Clubs balance date.

## 25. Club Captain

The Committee may appoint a member of the Club to be the Club Captain to act as a liaison between the Committee and the members and to carry out such functions as the Committee may decide. The Club Captain may attend committee meetings except those parts held partially or wholly in "In Committee".

## 26. Financial year

The financial year of the Club is 1st day of September and ends on following 31st day of August.

## 27. Major Transactions

The officers of the Club, without any restriction whatsoever, may decide if any proposed transaction is a major transaction and this decision shall be final in every respect. Major transactions shall be referred to a general (AGM) or special (SGM) meeting of members. In all other matters, the Committee may purchase, take on lease or otherwise acquire real and personal property of every description and generally act in all matters which may be thought

necessary or expedient for the attainment of any of the objects of the Club, and may sell, exchange, lease, let, hire out, sub-let, mortgage or otherwise dispose of or deal with the same or any part thereof and may build on any land and may repair, alter, improve, or otherwise deal with any building.

However, notwithstanding the above paragraph any transaction greater in value than $20,000 either in cash or equivalent value is a Major Transaction and requires the prior approval of the membership at either an AGM or SGM to proceed.

Splitting what would be considered a major transaction / event / project into smaller transactions of a value to be less than the Major Transaction limit does not remove the need to seek prior approval by way of an AGM or SGM before approval to proceed with that transaction. A change made to a transaction to remove the requirement to accomplish this action would be considered a failure to implement **Rule 17. Committee (Officers) Duties** correctly by those members.

## 28. Finance and accounts

**a.** The Committee shall set playing fees from time to time and may impose additional fees for visitors to the Club and other charges as it may decide.

**b.** All monies paid into The Club shall be recorded and be paid into the account(s) of The Club at any one of the trading banks with a branch in Hamilton as the Committee may, from time to time determine.

i. Cash payments from bridge sessions, Club events, bridge tournaments and other events are to be recorded prior to being paid into The Club account(s).

ii. All money no matter the format of the payment received on account of The Club shall be banked within five(5) business working days of receipt of the payment.

**c.** Two(2) signatures shall be required to operate the Club bank account(s) and any other account. Such signatories will include the Treasurer and three(3) Committee Members, appointed by the Committee, any two of whom may provide this approval.
The method signatories use to approve a payment will be the best practice currently used by the Club's bank using on-line internet banking.

**d.** The secretary will process / prepare the list of invoices required for payment and bring them to committee meeting for approval to pay.

**e.** The Committee may, from time to time, invest and re-invest, in a NZ bank the whole or any part of the funds of the Club which shall not be immediately required for the purposes of the Club.

**f.** The preferred method of managing the Club's financial transactions is via on-line internet banking on a secure web site with the use of dual authority for financial control.
**Cash payments are only to be used when the use of on-line banking is not possible.**

**g.** The Committee **MAY NOT** borrow any sum of money that it may think necessary or expedient, without the previous authority of a resolution of the members passed at an Annual General Meeting or a Special General Meeting called for that purpose.
However, the Committee may without such authority renew any existing borrowing for the purpose of replacing any existing borrowing or debenture.

**h.** The Committee shall ensure that proper books of accounts are kept.
At the Annual General Meeting (AGM) the Committee shall submit a statement of accounts of the Club and balance sheet for the financial year just completed and which includes a comparison with the individual balances and totals with the previous years accounts.

**i.** The Committee shall not be required to have the accounts of the Club audited unless required by the applicable Act.

i. However, by a majority vote at the AGM the membership attending may require the committee to have the accounts reviewed by a competent person who is not a current or recent past member of either The Clubs "officers or committee" and have "its financial health" reported back to all members; **and**

ii. Furthermore, the meeting can by a second vote at the same meeting require an additional review for the coming financial year if the meeting decides it is necessary.

## 29. Payment to members

Except as provided for in this clause, no member shall derive any personal pecuniary benefit from membership of The Club, however, should income be paid to any member, then such income shall be reasonable and relative to that which would be paid in any arm's length transaction (being open market value) provided no officer or member is allowed to influence or take part in any such decision or discussion made by the organisation in respect of payments or transactions between it and them, their direct family or any associated entity.

Payments to members:

a. members NOT already appearing by name in the Accounts or not having ALL payments to that member recorded in the accounts are to be listed by the members name and totalled by amount under two headings in the annual accounts :

i. Payments to recompense a member for services/materials purchased for the Club

ii. Other Payments direct paid to a member for services/materials to the Club

b. members at an AGM containing payments as documented in Rule 29(a) above in the current accounts may by majority vote require the Committee review the list presented and within thirty(30) days provide a full breakdown and details of all the members payments.

## 30. Conflicts of interest

Conflict of interest disclosure rules:
An Officers duty to disclose either interest and consequences to or to failing disclose are set out in sections 62 through 65 of the Incorporated Societies Act 2022.

An Officer or a member of the Committee and/or member of a sub-committee who is an Interested Member in respect of any matter being considered by the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified)—

a. to the Committee and or sub-committee; **and**

b. in an Interests Register kept by the Committee.

Disclosure must be made as soon as practicable after the member of the Committee and/or sub-committee becomes aware that they are interested in the matter.

A member of the Committee and/or sub-committee who is an Interested Member regarding a matter -

i. must not vote or take part in the decision of the Committee and/or sub-committee relating to the matter; **and**
ii. must not sign any document relating to the entry into a transaction or the initiation of the matter; **but**
iii. may take part in any discussion of the Committee and/or sub-committee relating to the matter and be present at the time of the decision of the Committee and/or sub-committee (unless the Committee and/or sub-committee decides otherwise).

However, a member of the Committee and/or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

Where 50 per cent (50%) or more of Committee Members are prevented from voting on a matter because they are interested in that matter, a Special General Meeting must be called to consider and determine the matter, unless all non-interested members agree otherwise, and where 50 per cent (50%) or more of the members of a sub-committee are prevented from voting on a matter because they are interested in that matter, the Committee shall consider and determine the matter

## 31. Annual General Meeting

The Club must—

i. Hold the meeting on the date on which it is called to be held and in accordance with its constitution; **and**
ii. ensure that minutes of the meeting are kept

a. The Annual General Meeting (AGM) shall be held in November each year on a date fixed by the Committee but not later than six(6) months after the balance date of the Club; and not later than fifteen(15) months after the previous annual general meeting (AGM).

b. At least fourteen (14) days' notice of this meeting shall be given to members.

c. Distribution by email of a copy of a subset of The Club accounts – "Profit and Loss Income", "Profit and Loss Expenses" and "Balance Sheet" all for the financial year being reported at the forthcoming AGM is to be sent to all members at least three(3) Working Days prior to the AGM.

d. The business of the Annual General Meeting shall be:

i. Apologies;

ii. confirm the minutes of previous Club Annual General and/or Special General Meeting(s) held since the last AGM;

iii. adopt the annual report on The Club business - President's report;

iv. adopt the Treasurer's reports as defined in '**Rule 24. Treasurer**' the statement of accounts and balance sheet for the preceding financial year and report any distributions and payments to members;

a. confirmation by way of a vote from the meeting that members do not require
(i) the current accounts to be reviewed; **and**
(ii) no further information is required on distributions and payments to members

v. To elect the Committee and Club Officers;

vi. To fix subscriptions for the coming year;

vii. To award prizes as decided by the Committee for awards/placings in any or Hamilton Club Bridge Competitions, "Thank Yous" to Club members and others for services to the Hamilton Contract Bridge Club;

viii. To consider any motions of which fourteen(14) days prior written or electronic notice has been given to the Secretary. The request is to be displayed on the Club Notice Board and Club Web Site and an optional email should include information in sufficient detail to enable the intent of the motion to be identified and that the motion is not frivolous or vexatious;

ix. To consider any business of which fourteen(14) days prior written or electronic notice has been given to the Secretary. The information pertinent to the request is to be displayed on the Club Notice Board and Web Site for the same period.

x. To discuss any general business raised from the floor.

e. The Committee and/or Treasurer must at each AGM, present the following information:

i. an annual report on the affairs of The Club during the most recently completed accounting period; **and**

ii. the annual financial statements for that period; **and**

iii. notice of any disclosures or disclosures of conflicts of interest made by Committee Members during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

## 32. Special General Meeting

a. The Committee shall call a Special General Meeting (SGM):

i. Whenever it considers it in the interests of the Club to do so; **or**

ii. Upon receipt of a requisition to do so signed by the lessor of (a) fifteen percent(15%) (rounded up) of the current membership or (b) thirty(30) members and stating the business of the meeting.

b. Notice of any business to be considered at any Special General Meeting must be given at least ten(10) Working Days before the meeting and in the case of a meeting called under Rule 24(a) (ii), the meeting must be held within thirty(30) days of the receipt of the requisition.

c. If **less than** 70 percent(70%) of the Members signing the request under Rule 24(a) (ii) are present at the meeting, the meeting may vote to have the reason(s) for calling the meeting void.

d. At any Special General Meeting **no** business shall be transacted other than that stated in the notice convening the meeting.

e. The information pertinent to the request for the notice of meeting is to be displayed on the Club Notice Board, Club Internet Web Site, and optionally by email to all members.

## 33. Committee Meeting

a. The Committee shall meet monthly (but may by agreement only meet once in the December-January period) at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the Chair/President or Secretary or the member acting on their behalf.

b. The Committee and any sub-committee may act by resolution approved in the course of a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and documented at the time of the resolution approval and then any such resolution(s) shall be recorded in the minutes of the next Committee meeting.

c. Any decisions made when a quorum is not present are not valid.

## 34. Voting

1. Voting at the meeting:

   a. At all General Meetings or Special General Meetings, voting on a show of hands or a ballot shall be conducted in such a manner as the Chairperson shall determine. In the event of any vote being tied, the Chairperson shall have a second and casting vote.

   b. Any financial member attending the meeting has a right to demand a ballot, but it is usual but not essential that a demand for a ballot should await that a vote by show of hands is taken before a ballot is demanded.

   c. Two members appointed by the meeting shall act as scrutineers for the counting of votes and destruction of any voting papers.

   d. All financial members present (other than Youth, Country and Honorary members) will be entitled to one vote.

   e. If Proxy Voting has been approved by a past SGM meeting the relevant parts of “Proxy voting at the meeting” below will apply.

2. Proxy Voting at AGM or SGM meeting

   Proxy Voting is not permitted unless approved at a SGM for the express purpose of approving the use of proxies at future votes at either an AGM or SGM.

   i. For the vote to “allow Proxy Voting” to be passed the motion requires greater than seventy percent(70%) of the votes cast.

   ii. Likewise, a vote with seventy percent(70%) cast at a SGM called to halt the use of Proxies stops the use of Proxy Voting for future meetings.

3. Mechanics of Voting using Proxy Voting

   a. To cast a vote by proxy a member must –

      i. be first shown to be financial; **and**

      ii. register the requirement for a proxy with the Club secretary no later than three(3) Working Days prior to the vote; **an**d

      iii. proxy votes must be cast (received) by personal delivery, mail, phone, or online before the cutoff time of one(1) Working Day prior to the meeting as stated in Rule 34(3b).

   b. The SGM or AGM announcement for the meeting will state at the time of posting the notice for the meeting the entity or person who will manage the collection/counting of the proxy votes, delivery requirements if any and time deadlines for voting applying to this meeting.

   c. The numbers of the proxy votes "for" and "against" are announced AFTER the local voting is completed, totalled and announced to the meeting.

   d. Some method of "simple code or identification label" supplied to the member when they registered for the proxy vote will be used to confirm the proxy is valid and from the member registered.

   e. A member who is receiving a proxy vote is entitled to only one vote.

   f. Any decisions made when the process for use of Proxy Votes is not followed are not valid.

35. **Quorum**

At all Annual General or Special General Meetings, the lessor of fifteen percent(15%) (rounded up) of the Club membership or thirty(30) members of the Club's current members shall form a quorum.

a. If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of Members shall be dissolved.

b. In any other case it shall stand adjourned to a day, time and place determined by the Chair/President, and if at such adjourned meeting a quorum is not present those present in person shall be deemed to constitute a sufficient quorum.

c. Any decisions made when a quorum is not present are not valid.

d. Only current financial members present (other than Youth, Country and Honorary members) are to be counted in determining whether a quorum is present.

36. **Grants, Donations, Bequests or the like**

a. From time to time The Club receives money in the form of a donation, gift, grant, bequest from a will or the like:

   i. On receipt of these monies the total amount is to be banked as soon as practicable and where possible in a suitably named bank account reserved for that purpose.

   ii. If the donor is requiring nil publicity a nondescript name for the account is to be used.

iii. Spending of a donation, gift or bequest in excess of one thousand dollar ($1000) requires a SGM as defined in Rule 32 to approve the expenditure.

iv. Donations, gifts, grants, bequests, etc are to be recorded in the Club records at the next Committee meeting held unless it meets the condition in Rule 36( d, iii ).

v. Rule 28(b) applies to any payment made in cash.

b. The Club reserves the right to refuse the donation or grant if the origin of the grant / donation:

i. is engaged in any activities that are in conflict with the goals or activities of The Club;

ii. is involved in litigation with The Club;

iii. is a potential beneficiary of activities supported or run by The Club;

iv. is potentially unlawful.

c. Donations given for either a specific purpose or unconditionally

i. Where donations/grants are solicited and provided for a specific purpose and The Club will ensure that all funds are spent as agreed and will meet all prior agreed reporting expectations.

ii. Where the funds have been unsolicited The Club will only accept the funds provided the donor, and the conditions of acceptance, are not in conflict with the goals or activities of The Club.

iii. Some gifts may not be kept by The Club in the form in which they are donated, for example, shares or goods provided in lieu of money which may be sold as soon as they are received by The Club. In such instances, this should be communicated to the donor before the donation is made/accepted.

iv. Donations given unconditionally will be applied by The Club for its core purposes consistent with its Constitution and the priorities of The Club at that time.

v. Notwithstanding the above, while a donor may place some restrictions on the use of a donation, gift, etc. the donor will maintain no influence over the money or property once transferred to The Club.

vi. The Club encourages donors to seek legal and tax advice before making a gift. The Club is not able to provide such advice to donors

d. Acknowledgement - Reporting to donors on the impact and progress of their gift is an important part of the responsibility in accepting a gift. Updates will be sent to all donors where appropriate and dependent on the request of the donor at the time of the gift.

i. Grants will be reported on/updated as per the conditions agreed to as part of the receipt of the grant and where allowed will be acknowledged on The Clubs website or other forms of communication from The Club.

ii. The Club will allow publicity of the source of donations/grants in association with any events, services or products only to the extent agreed prior to the time the donation or grant received.

iii. Donations, Bequests and gifts etc. if requested by the donor can be received without publicity to the public or club members. These requirements will be discussed and accepted in an "In Committee" meeting and while this a The Club meeting it will be recorded and confirmed only by those participating.
The confirmed minutes are only released to those entitled to be at (or part of) the meeting now or at some future time.

## 37. Alterations to rules

No alterations, additions or deletion shall be made to these rules except at an Annual General Meeting or a Special General Meeting called for that purpose except as noted in Rule 37(e).

a. Any proposed motion to amend or replace these **Rules** shall be signed by (a.) the lessor of fifteen percent(15%) (rounded up) of the membership or (b.) thirty(30) eligible Members and given in writing to the **Secretary** at least twenty-one(21) Working Days before the **AGM or SGM** at which the motion is to be considered and is to be accompanied by a written explanation of the reasons for the proposal.

b. At least fourteen(14) Working Days before the Meeting at which any amendment to the rules is to be considered the Secretary shall give to all Members notice in writing of the proposed motion, the reasons for the proposal, and any recommendations the Committee has.

c. The votes of two-thirds(66%) of those members present at the meeting are required to effect any change.

d. No addition to, deletion from or alteration of the organisation's ( The Club ) 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.

e. Minor or technical amendments

I. The Club (the society) may amend its constitution under section Incorporated Societies Act 2022 Section 31 if the amendment—
   (a) has no more than a minor effect; **or**
   (b) corrects errors or makes similar technical alterations.

II. The committee of The Club (the society) must, in accordance with its constitution, ensure that written notice of the amendment is sent to every member of The Club.

III. The notice must state -
   (a) the text of the amendment; **and**
   (b) the right of the member to object to the amendment.

IV. If no objection from a member is received within twenty(20) Working Days after the date on which the notice is sent (or any longer period specified in the club's constitution), the committee of The Club (society) may make the amendment. However, if such an objection is received, The Club (society) may not make the amendment under this section.

f. Amended constitution must continue to comply to the Act
The Club (the society's) constitution, as amended under Incorporated Societies Act 2022 Section 30 or 31, must continue to comply with the requirements of this Act.

g. When the Constitution is amended The Club must provide to the Registrar of Incorporated Societies -

   I. within twenty-five(25) Working Days a copy of the amendment and a copy of the Constitution as amended; **and**

   II. Advise whether the amendment is under **Rule 37(a , b , c) – Act 2022 Section 30** or **Rule 37(e) - Act 2022 Section 31**; **and**

   III. Certificate from Club Officer(s) the amendment was made in accordance with requirements of the "Incorporated Societies Act 2022";

h. An amendment shall take effect from the date of registration by the Registrar of Incorporated Societies

i. All former versions of the rules are hereby revoked from the date of registration.

## 38. Bylaws

The Committee from time to time may make and amend bylaws, and policies for the conduct and control of The Club (the society) activities and codes of conduct applicable to Members, but no such bylaws, policies or codes of conduct applicable to Members shall be inconsistent with the Act, regulations made under the Act, or these Rules.

## 39. Dissolution

In accordance with the Incorporated Societies Act 1908, or any law in substitution for that act, members present at a general meeting of the Club may resolve that the Club be dissolved as from a date specified in that resolution.

Any such resolution must be confirmed at a subsequent Special General Meeting called for that purpose, and held not earlier, than thirty(30) days after the passing of the resolution.

Members shall direct after all debts of the Club have been paid the method of disposition of the funds and property of the Club after dissolution to any similar charitable society in New Zealand.

On winding up or dissolution of the organisation any surplus funds or assets shall not be paid or distributed to any members or individuals but shall be:

a. applied to a purpose in line with the organisation's objects; **or**

b. given or transferred to another not-for-profit sporting organisation or a registered charity

## 40. Common Seal

The common seal of The Society must be kept in the custody of the Secretary.

The common seal may be affixed to any document:

a. by resolution of the Committee, and must be countersigned by two(2) Committee Members or by one(1) Committee Member and the Secretary; **or**

b. by such other means as the Committee may resolve from time to time.

50. **Privacy**

The Club (Society) must be aware of and understand the requirements of the **Privacy Act 2020** taking steps to safely maintain its members data required for running of The Club and that required to be collected by the Incorporated Societies Act 2022

**Information Collection** -

i. The Club should only collect the personal information about the club's volunteers and members that is necessary; **and**
ii. Tell Club members why the information is needed; **and**
iii. Get permission from members to share the information where it needs to be shared.
iv. Keep the information safe; **and**
v. Don't give it out without permission; **and**
vi. Don't keep it longer than necessary.

51. **Privacy Officer** -

The Club is required to appoint a Privacy Officer (can either a volunteer member or a professional) and under the Privacy Act, the privacy officer must:

i. be familiar with the privacy principles in the Privacy Act; **and**
ii. work to make sure the organisation complies with the Privacy Act; **and**
iii. deal with any complaints from the organisation's clients about possible privacy breaches; **and**
iv. deal with requests for access to personal information, or correction of personal information; **and**
v. act as the organisation's liaison with the Office of the Privacy Commissioner; **and**
vi. work with club members so they are aware of their responsibilities when dealing with personal information and to comply with the law; **and**
vii. to report to Office of the Privacy Commissioner if The Club has a privacy breach that could cause harm.

52. **The Privacy Act only applies to personal information** –

Personal information commonly includes:-

i. information about members and former members (for example, name, address and phone number, offices held, awards, skills, references and photographs);
ii. information about people other than members such as individuals to whom service organisations give assistance.

This information can be held in various forms - in minutes of meetings, newsletters and correspondence, and on membership databases, websites etc.
There may be times when disclosure is a necessary condition of membership. If this is the case then The Club should make that clear in their privacy statement.

53. **Use and disclosure**

The Club must inform members what their information will be used for, whom it may be disclosed to, so it will generally be able to use and disclose it in those ways without any problem.

However, from time to time, The Club may wish to use or disclose the information in a different way from the way it anticipated when it collected the information -

i. such as using photographs/members names on the Club website, and/or social media or the like where members should be advised in advance of the activity occurring; **or**

ii. Club members phone numbers in the club programme book for inter-member contact. The book should then include a notice that member information is to be used only for club membership activities and not be used for any other purposes
*e.g. such as direct marketing or for soliciting donations to other organisations.*

iii. The Club should restrict as necessary who within the club organisation will be able to see any of the personal information collected.

54. **Accurate information**

**Principle 8** of the Privacy Act requires The Club to have accurate information to work with as the information held isn't much use unless it is correct. The Club is to take reasonable steps to check that personal information is accurate, up to date, complete, relevant, and not misleading before that information is used.

55. **Access to information**

The public & members have a right to access information about themselves. Details in Rule 9(d.) and Rule 23 do apply both to the members information held and the required Club processes / actions.

56. **Storage and security**

**Principle 5** of the Privacy Act requires The Club needs to have reasonable security safeguards to prevent unauthorised use or unauthorised disclosure of personal information.

I. The Club should look after information about members carefully, what is made available and decide who may access information, and for what purposes; **and**

II. The Club also need to be careful when disposing of personal information such as old membership lists ( paper copies) , old computers (hard disk ) or club records.

57. **Retention of information**

**Principle 9** of the Act requires agencies to keep information only for as long as it is required for its lawful purpose *e.g. NZ Tax laws state that certain information such as accounts must be kept for a certain period of time.*

I. The Club should consider information its holding on members and decide when that purpose no longer applies.

II. The Club may not have a lawful purpose in maintaining an individual's details for a contact list once that individual has left The Society not withstanding Rule 9(c).

HAMILTON CONTRACT BRIDGE CLUB Inc.

# The Constitution of
# The Hamilton Contract Bridge Club Incorporated

## Definitions – Version 4g
## Appendix 1

In this version of **The Constitution ( Rules ) of The Hamilton Contract Bridge Club Incorporated** words have the meaning set down in 'The Act'. If a term is not defined in 'The Act', then that term has the meaning given to it in the **Incorporated Societies Act 2022**. In all other instances, unless the context requires otherwise, the following words and phrases have the following meanings:

**'Act' or 'The Act'** means the Incorporated Societies Act 1908 or Incorporated Societies Act 2022 *(I.S.)* which replaced the previous version ( Version 5 - October 2023 ) (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

**'Annual General Meeting' (AGM)** means a meeting of the **Members** of the **Society** (The Club) held once per year which, among other things, elect Officers and Committee and will receive and consider reports on the **Society**'s (The Club) activities and finances.

**'Chair/President'** means **Society** (The Club) **Committee Member** responsible for, among other things, overseeing the governance and operations of the **Society** (The Club) and chairing **General Meetings.**

**'Club'** means the body the **Members** of the **Society** who form the **Hamilton Contract Bridge Club Incorporated** (**HCBC Inc**.) and participating in **Rule 3 'Objectives".**

**'Club Room(s)'** means the physical location where the **Members** who form the **Hamilton Contract Bridge Club Incorporated** meet regularly to play bridge.

**'Committee'** means the **Society**'s (The Club) governing body.

**'Committee Member'** means a member of the **Committee,** including the **Chair/President, Vice President, Secretary** and **Treasurer (**N.B. The treasurer and Secretary can be appointed or elected)

**Competent Person** in referring to the **Society's** (The Club) Finances means a qualified person (i.e. an accountant) preferable independent of the **Society** (The Club) to review that the financial statements presented to the members at the AGM are a correct record of the financial position of the **Society** (The Club) at the end of that financial year. It would be anticipated the person is has both applicable educational qualifications and experience working in this field but as this task can be costly a suitably qualified volunteer (retired, career changed, even willing person, etc) can perform this task as an alternative option.
The chosen person will require to be competent with the **Society's** (The Clubs) current accounting software, be provided with assistance by the **Society** (The Club) in locating required the documentation, passwords required to access records, computers and accounts and access to **Society** (The Club) personal (both paid or unpaid) previously undertaking the **Society** (The Club) Financial roles / tasks and any other information as required to complete this review.
At a minimum the **"Competent Person"** should NOT be a member of the **Society's** (The Club) current or the recent past(minimum three(3) years) member of either The Clubs "officers or committee" or appointed members who produced the financial reports/statements to be reviewed.

**Contact Person'** means a member of the **Society** (The Club) selected by the committee for knowledge, understanding and operations of the **Society** (The Club) to be a point of contact for the **Registrar of Incorporated Societies**. The member(s) chosen (can be up to 3) to provide the response is not required to be a member of the **Society** (The Club) or the committee and may in the case of a paid secretary maybe the secretary.

**'Deputy Chair/Vice President'** means the **Committee Member** elected or appointed to deputise in the absence of the Chair/President.

**'Financial Member'** means the **Member** any full member who has paid **all** money payable by him or her to the **Society** (The Club) by the due date for payment thereof.

**'General Meeting'** means either an **Annual General Meeting** or a **Special General Meeting** of the **Society (The Club).**

'**Home Club**' in reference to any member of the **Society** (The Club) means the Bridge Club through which the person pays their annual levy to NZ Bridge.

**'Interested Member'** means a member of this **Society** (The Club) who is interested in a matter for any of the reasons set out in section 62 of the Incorporated Societies Act 2022.

**'Interests Register'** means the register of declared interests of **Society** (The Club) **Officers**, including **Committee Members of Hamilton Contract Bridge Club Incorporated** kept under these **Rules**.

**'In Committee' Meeting** is when a part or all of a **Society** (The Club) meeting is held **"In committee"** however this does not mean that it is a separate meeting, but, simply, that the issues being discussed are confidential and only those who are entitled (or allowed by the meeting) to attend the meeting should remain within the meeting room or have access to the method of communication used to hold the meeting.

The business dealt with by the **Committee** when "**In Committee**" should still be recorded, but the minutes of that part of a meeting which is held "**In Committee**" should be withheld from anyone other than those who were entitled to attend while the meeting was "**In Committee**".
This restriction will apply to current and future **Officers** and **Committee** of **Society** (The Club).

The recorded minutes for that part of the meeting will need different and appropriate handling and storage to the regular minutes.

Immediately prior to exiting the "**In Committee**" portion of the meeting the meeting should decide what matters will be reported to the open meeting and the motions it will recommend.
When the meeting moves out of committee, the **Chairperson/President** reports to the meeting and as required moves / records the results of the meeting and possible adoption of the report. If the report includes motions, each motion is then put to the meeting.

**'Matter'** means -

1. the **Society's** (The Club) performance of its activities or exercise of its powers; or
2. an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society** (The Club).

**'Member'** means a person properly admitted to the **Society** (The Club) by consenting in writing to becoming a member, who has provided the **Society** (The Club) with that member's name and all contact details, who has paid the annual subscription in full or pro rata as requested and who has not ceased to be a member of the **Society** (The Club).

**'Membership (numbers)'** are properly admitted members as counted on the **Society's** (The Club) Register of Members who are currently financial but excluding all the **Society's** (The Club) Youth, Country and Honorary members.

**'Natural justice'** means before a **Society** (The Club) takes any disciplinary action against a member, it must, as a matter of law, comply with not only the provisions in its Constitution but also, and most importantly, the basic requirements of natural justice.
The principles of natural justice are general principles of fairness for determining a dispute and have long been recognised as part of law. In instances where the principles apply and are not properly observed a Court will require the matter to be considered afresh. The principles of natural justice apply to a **Society** (The Club) in the same way they apply to any judicial or administrative body that is required to adjudicate a dispute or other disciplinary matter.
The **Society** (The Club) must follow the principles of natural justice to ensure all parties involved in a dispute or allegation of misconduct are treated in a fair and just manner.

The principles of natural justice are:

- The Club Committee hearing the dispute or allegation of misconduct (i.e. the Decision-Maker(s)) must be unbiased and impartial
- The right to a fair hearing

**'Notice'** to Members includes any notice given (displayed) by all or some of the following - the **Society** (The Club) Notice board, the **Society** (The Club) Web Site, post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.

**'NZ Bridge'** refers to the official body for contract bridge in New Zealand to whom The Hamilton Bridge Club Inc. is affiliated as a member.

**'Officers'** refers to the **Society's** or The Club officers who are the committee members. They are chosen by the **Society** (The Club) to manage, direct and supervise the **Society** (The Club) activities. Other people can also be officers even if they are not part of the elected committee, if they hold a position which allows them to exercise significant influence over the management or administration of the society—for example, a CEO. Officers have specific duties, set out in the 2022 Act.

**'Privacy Act'** means the Privacy Act 2020 or any Act ( Version 6 December 2023 ) which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

**'Register of Members'** is the register of **Members of the Club** kept under this **Constitution** as required by section 79 of 'The Act'.

**'Reasonable time'** is based on what a reasonable person would think is that amount of time which is fairly necessary, conveniently, to do whatever is required to be done, as soon as circumstances permit.

**'Review(ed)'** refers to the **Society's** (The Club) Financial Reporting and a check / examination (not audit) undertaken by a competent person who is able with a degree of certainly confirm to the **Society** (The Club) members the Financial Reports presented at the last AGM by the Treasurer and/or Committee are a reasonable indication of the **Society** (The Club) financial position existing at that time.

**'Rules'** means the rules in this document.

**'Secretary'** means the **person** responsible for, among other things, keeping the **Register of Members,** the **Register of Interests,** and recording the minutes of **General Meetings** and **Committee** meetings. The **'Secretary'** can be an employee of **Society** (The Club) or alternatively a club member who may or may not be an elected **Committee Member.**

**'Special General Meeting' (SGM)** means a meeting of **Society** (The Club) **Members,** other than an **Annual General Meeting,** called for a specific purpose or purposes. Only the purpose as described in the notice of meeting can be discussed.

**'The Club'** refers in this complete document to the **Society - Hamilton Contract Bridge Club Inc.** and is used a number of place and formats as an abbreviation to minimise the size of this document.
See also **'Club'** earlier in this document

**'Treasurer'** means the **Committee Member** responsible for, among other things, overseeing the finances of **the Society** (The Club). The **Treasurer** can be elected or appointed and in some instances not a member of the **Society's** (The Club) but a paid employee.

'**The Committee**' is the group of members tasked by the **Society** (The Club) to oversee the running of the Hamilton Contract Bridge Club Inc. The members of **The Committee** are selected by –

***Election:*** Voted by the membership of the **Society** (The Club) at an election held as part of the AGM.

***Paid:*** This method is not and hasn't been used by this **Society** (The Club) to date. It is the situation more likely to occur with a large Society where the CEO is a paid as a contracted member of the Committee or a member with a special skill set is needed.

***Appointed:*** A member chosen by the committee to replace a member who unexpectedly vacated their position on the committee and is being replaced so that the Committee numbers/quorum is maintained. The newly chosen member has full voting rights on the committee.

***Co-opted:*** This person could be a Club Member(s) or non-member(s) "elected" to the **Society** (The Club) Committee or sub-committee for a SPECIFIC PURPOSE and for a LIMITED TIME. How those members interface/operate while **co-opted** are set in the conditions laid down/voted by the Committee at the time the special committee was setup. Those members so "elected" do not have voting rights at The Hamilton Bridge Club Committee.

***Special:*** There is however a special use of a **Co-opted** member where a member is required on the Committee to maintain a voting quorum when on receipt of a letter from a registered medical practitioner confirming a committee member is unable to carry out their duties on the committee. The conditions applying for this co-opted member can be found in Rule 18 of "The Constitution of The Hamilton Contract Bridge Club Incorporated – The Rules".

'**Website**' means the websites maintained and paid for by the **Society - Hamilton Contract Bridge Club Incorporated** operating in 2025 at

https://www.hamilton.bridge-club.org/ - Member and public access facing server

https://hamiltonbridge.co.nz/ - email and storage

**'Working Days'** mean as defined in the **Legislation Act 2019**.
Examples of days that are not **Working Days** include, but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, Labour Day and the Christmas / New Year Holidays

The Hamilton Contract Bridge Club Incorporated
The Common Seal of

**Version 4g:** 21 May 2025

**Updates:** June 2025
Layout corrections & typos

HAMILTON CONTRACT BRIDGE CLUB

Incorporated Societies Act 1908

# The Hamilton Contract Bridge Club Incorporated

**HN/214022**
**(NZBN: 94290427173)**

## ALTERATION OF RULES

**We, the undersigned certify these rules have been altered in accordance with the Club's rules and the altered rules as presented (attached) here have been endorsed at a Club Annual General Meeting, a Special General Meeting called for that purpose or under the Act 2022 Section 31 which met both the Club and Act requirements for a rule change.**

**Amendment:** Update to Constitution to meet requirements of Incorporated Society 2022 - Version 4.0.g

**Location:** Hamilton Bridge Club **Date of Meeting:** 15-8-2025

**President:** Helen Rinaldi
SIGNED

**Name:** (Print) Helen Rinaldi **Date of Signing:** 18/8/2025

**Member:** DHEdson
SIGNED

**Name:** (Print) David Edson **Date of Signing:** 18-8-2025

**Member:** RAWagstaff
SIGNED

**Name:** (Print) R.A. WAGSTAFF **Date of Signing:** 18/8/2025

The Hamilton Contract Bridge Club Incorporated
The Common Seal of

**Dated this** Eighteenth **day of** August **in the year 20** 25

Version 2.1 – January 2025