



ALEXANDRA
— PARK —

AUCKLAND TROTting CLUB INCORPORATED

CONSTITUTION

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1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Constitution, unless the context otherwise requires:

“**Act**” means the Incorporated Societies Act 2022;

“**Annual General Meeting**” means a meeting of the Members held pursuant to clause 18.1;

“**Annual Subscription**” means the annual fee payable to the Club by Members, as determined by the Board from time to time;

“**Auditor**” means the person appointed by the Board as the auditor for the Club from time to time, and if a firm is appointed, includes all persons who are partners in the firm at the time of the appointment;

“**Board**” means the Directors who number not less than the required quorum acting together as the board of directors;

“**Business Day**” means any day of the week other than Saturday, Sunday and national public holidays;

“**Chief Executive Officer**” means the person appointed by the Board as the chief executive officer of the Club;

“**Club**” means Auckland Trotting Club Incorporated;

“**Constitution**” means the constitution of the Club as amended or substituted from time to time;

“**Course**” means the Alexandra Park Raceway and any other race course and / or training ground over which the Club may from time to time exercise control;

“**Director**” means a person elected or appointed as a director of the Club;

“**Entrance Fee**” means the fee payable upon admission of a new Full Member, as determined by the Board from time to time;

“**Financial Year**” means the year from the 1st day of August to the 31st day of July in the following year, which is the financial year of the Club;

“**General Meeting**” means an Annual General Meeting or a Special General Meeting held in accordance with this Constitution;

“**Member**” means a person whose name is entered on the Register as a member for the time being of the Club;

“**Member’s Badge**” means a badge or other form of identification issued by the Club to a Member from time to time;

“**Officer**” has the meaning in the Act and includes a Director;

“**President**” means the person appointed by the Board as the president of the Board from time to time;

“**Register**” means the register of the Club’s members maintained by the Chief Executive Officer;

“Registered Office” means the registered office for the time being of the Club;

“Registrar” means the Registrar of Incorporated Societies;

“Returning Officer” means an independent third party engaged by the Board for the purpose of conducting a ballot;

“Rules of Harness Racing” means the rules and regulations of harness racing for the time being in force, as determined by Harness Racing New Zealand Incorporated;

“Rules of Racing” means the rules and regulations of racing for the time being in force, as determined by New Zealand Thoroughbred Racing Incorporated;

“Scrutineer” means a person who is appointed as a scrutineer by the Board from time to time;

“Special General Meeting” means a special meeting of the Members held pursuant to clause 18.3; and

“Vice President” means the person appointed by the Board as the vice president of the Board from time to time.

1.2 **Interpretation:** In this Constitution, unless the context otherwise requires:

- (a) headings used are for reference and convenience only and will not affect the interpretation of this Constitution;
- (b) a reference to a clause is to a clause contained in this Constitution;
- (c) the singular includes the plural and vice versa and one gender includes the other genders;
- (d) any terms defined or explained in the Act have the same meaning in this Constitution;
- (e) references to any statute, statutory regulations or other statutory instrument includes that statute, statutory regulations or instrument as amended, re-enacted or replaced from time to time;
- (f) the words “written” and “writing” include facsimile and email communications and any other means of communication resulting in permanent visible reproduction; and
- (g) references to a person includes any association of persons whether corporate or unincorporated, and any state or government or department or agency thereof whether or not having separate legal personality.

2. **NAME AND REGISTERED OFFICE**

2.1 The name of the Club is “Auckland Trotting Club Incorporated”.

2.2 The Club is the Auckland Trotting Club as referred to in the Rules of Harness Racing.

2.3 The Registered Office shall be at a place determined by the Board from time to time.

3. INCORPORATED SOCIETIES ACT 2022

- 3.1 The Club, the Board, each Director and each Member have the rights, powers, duties and obligations set out in the Act (except to the extent that they are modified by the Constitution) and this Constitution.

4. PURPOSES

- 4.1 The purposes for which the Club is established are:

- (a) to hold harness racing meetings for trotters and pacers on the Course, in accordance with the Rules of Harness Racing;
- (b) to promote, regulate and assist the sport of harness racing;
- (c) to provide and maintain services and facilities for race meetings, trials, training and any related activity;
- (d) to provide and maintain services and facilities for any other sport or activity which may conveniently be carried on;
- (e) to support any sporting or charitable institution whose purposes are similar to any of the Club's purposes;
- (f) to provide, operate and maintain gaming, convention or function facilities and restaurant and catering facilities;
- (g) to hold, maintain and develop real property which the Club may own from time to time; and
- (h) generally to do all things as may, in the opinion of the Board, be necessary, desirable or incidental to advance any of the Club's purposes.

5. POWERS

- 5.1 The powers of the Club are subject to any:

- (a) restriction provided for in this Constitution;
- (b) restriction provided for in the Act, the Racing Industry Act 2020 and any other law.

6. MEMBERSHIP

- 6.1 **Constitution:** All Members shall be bound by this Constitution and any by-laws made by the Board from time to time.

- 6.2 **Categories:** There shall be three categories of membership:

- (a) Full Members, being persons 18 years of age or over who are duly elected Full Members of the Club; and
- (b) Junior Members, being persons under 18 years of age who are duly elected Junior Members of the Club. Junior Members shall not be entitled to:
 - (i) stand for election as an officer of the Club;

- (ii) vote on any matter at a General Meeting, including the election of the Elected Directors; or
 - (iii) be admitted to such sections of the Course as the Board may from time to time determine, including but not limited to those sections affected by any licence obtained under the Sale and Supply of Alcohol Act 2012; and
 - (c) Life Members, being Members elected by the Board as such at its discretion from time to time.
- 6.3 **Maximum number:** The Board may from time to time limit the number of Members of the Club as it sees fit.
- 6.4 **New members:** All persons wishing to become Members of the Club must be nominated as a candidate by a Member. A nomination must:
- (a) be in writing in a form prescribed or approved by the Board;
 - (b) be signed by the candidate and at least two Members;
 - (c) confirm the candidates consent to become a Member; and
 - (d) be lodged at the Registered Office.
- 6.5 **Ineligibility:** No person who is currently disqualified under the Rules of Racing or the Rules of Harness Racing shall be eligible to become a Member.
- 6.6 **Discretion of Board:** The Board may from time to time consider candidates for membership as nominated in accordance with clause 6.4. New Members will be admitted if at least four Directors vote in favour of admission of that new Member.
- 6.7 **Payment of Fees:**
- (a) The Chief Executive Officer shall notify each candidate of the result of the Board's vote pursuant to clause 6.6 and supply new Members with instructions for payment of the Annual Subscription and (for Full Members only) the Entrance Fee.
 - (b) Upon payment of applicable fees by a new Member:
 - (i) the Member is deemed to consent to becoming a member of the Club;
 - (ii) the Member shall be added to the Register by the Chief Executive Officer; and
 - (iii) the Member shall be issued with a Member's Badge and a copy of this Constitution (in physical or electronic format) and shall be entitled to the privileges of membership as outlined in this Constitution.

7. REGISTER OF MEMBERS

- 7.1 **Chief Executive Officer to keep Register:** The Chief Executive Officer shall keep the Register in which the name, postal address, email address, telephone number and date of commencement of membership of each Member shall be entered. The Register shall also record the date on which any Member ceases to be a Member and the names of all persons who ceased to be a Member in the prior seven years.

7.2 **Members' duty:** Members shall inform the Chief Executive Officer of any changes in name, postal address, email address or other contact information as recorded in the Register from time to time.

7.3 **Suspension or removal:** The Board shall inform the Chief Executive Officer of any suspension, termination or resignation of a Member, and the Chief Executive Officer shall record such suspension, termination or resignation in the Register.

8. CESSATION OF MEMBERSHIP

8.1 **Grounds for termination or suspension:** If the Board, acting reasonably, determines that a Member has:

- (a) infringed this Constitution or any by-laws made by the Board in accordance with this Constitution;
- (b) engaged in conduct that is grossly improper or dishonourable, or otherwise brings the Club into disrepute;
- (c) failed to pay the Annual Subscription for a period of no less than one month after the date on which it falls due; or
- (d) either alone or jointly with any other person/s acted in a manner that causes or is likely to cause damage or harm to the Club or its employees or guests or to Harness Racing New Zealand,

the Board may:

- (e) terminate the Member's membership; or
- (f) suspend the Member for a period not exceeding two years, during which period the Member will not be entitled to any of the privileges of membership.

For the avoidance of doubt, any suspension of a Member's membership privileges applies to that Member in any and all capacities, including as a member of the public, a trainer and / or a driver and irrespective of any licence-holder arrangement.

8.2 **Process for termination or suspension:** Prior to exercising any right of termination or suspension on the grounds in clause 8.1(a), (b) or (d), the Board shall:

- (a) issue the Member with a notice:
 - (i) containing particulars of the conduct that the Board considers falls within the grounds listed in clause 8.1, and
 - (ii) requiring the Member to attend a meeting with the Board to discuss such conduct, at a time and place specified by the Board but no sooner than three Business Days after the date of the notice;
- (b) at a meeting as described in clause 8.2(a), provide the Member with an opportunity to respond to the complaint against him or her. If the Member does not attend the meeting, the Board may determine the matter in the Member's absence.

8.3 **Termination after suspensions:** If any Member has been suspended under clause 8.1(f) on two separate occasions and, after the expiry of the term of those suspensions, does anything that the Board determines falls within the grounds listed in clause 8.1, that Member's membership is automatically terminated.

8.4 **Exceptions:**

- (a) The Board must remove from the Register any Member who is convicted of any offence punishable by a term of imprisonment of more than two years and has not appealed such conviction, or having appealed, has had that conviction upheld, without following the process in clause 8.2.
- (b) The Board may remove from the Register any Member who:
 - (i) is convicted of any offence punishable by a term of imprisonment of two years or less and has not appealed such conviction, or having appealed, has had that conviction upheld, or
 - (ii) is a bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended or a term not yet expired or is subject to a condition not yet fulfilled,without following the process in clause 8.2.

8.5 **Reinstatement of Member in arrears:** If a Member's membership is terminated on the grounds in clause 8.1(c), the Board may, in its discretion, re-enter the Member on the Register upon receipt of:

- (a) the amount due; and
- (b) a written explanation of the Member's reasons for failure to pay, that the Board considers satisfactory.

8.6 **Disqualification:** If a Member is disqualified under the Rules of Racing or the Rules of Harness Racing, that Member's membership is automatically terminated.

8.7 **Resignation:** A Member may resign by written notice to the Board, signed by the Member and delivered to the Registered Office.

8.8 **Continuing liability:** Resignation or termination of membership shall not, unless the Board otherwise determines, release the Member from liability for any amount owing or accrued to the Club at the time of resignation or termination, whether by way of Annual Subscription or otherwise. Any person ceasing to be a Member shall surrender his or her Member's Badge and forfeit any and all interests, rights or claims in relation to the Club and all privileges acquired by virtue of his or her membership.

8.9 **Death:** A person shall cease to be a Member on his or her death. However if within one year of the date of the death of any Member, his or her spouse applies to be a Member in the manner specified in clause 6, the Board will consider such application at the next Board meeting not earlier than one week after the application is made. A successful candidate applying under this clause will not be required to pay the Entrance Fee, or the Annual Subscription if it had already been paid by the deceased Member.

9. **ANNUAL SUBSCRIPTION**

9.1 **Annual Subscription payable:** All Members must pay in advance an Annual Subscription to the Club by 1 August each year, except that:

- (a) any Member admitted to the Club after 1 January in any year shall only be required to pay one half of the Annual Subscription for that year;
- (b) any Member who has been a Member for not less than 10 years and who has attained the age of 60 before 1 August shall only be required to pay one third of the Annual Subscription for that year and for each following year;

- (c) any Member who has been a Member for not less than 25 years before 1 August shall only be required to pay one third of the Annual Subscription for that year and for each following year; and
- (d) any Member who has been a Member for not less than 50 years before 1 August or who has been elected a Life Member by the Board shall not be required to pay the Annual Subscription.
- (e) any Member residing outside of New Zealand for more than one year (upon giving notice of his or her absence to the Chief Executive Officer) shall not be required to pay the Annual Subscription for the first year in which that Member is absent, and shall only be required to pay one half of the Annual Subscription for any following years in which that Member is absent;

9.2 **Amount set by Board:** The amount of the Annual Subscription shall be determined by the Board. The Board may set different amounts for Full Members and Junior Members as it sees fit.

9.3 **Arrears:** No Member whose subscription is in arrears will be entitled to exercise any rights or privileges of membership, including but not limited to signing any requisition to the Chief Executive Officer or the Board or voting at any General Meeting.

10. PRIVILEGES OF MEMBERSHIP

10.1 **Members entitled to admission:** Every Member shall be entitled, on the production of his or her Member's Badge, to admission to all parts of the Course, car parking areas and stands, other than those enclosures or parts of the Course which may from time to time be reserved by the Board for special purposes.

10.2 **Honorary Members:** The Board may admit visitors as Honorary Members at any race meeting without payment of the Annual Subscription. Honorary Members shall have the privileges of admission set out in clause 10.1 for the duration of their admission.

10.3 **No interest in Club property:** No Member shall, by reason of his or her membership, have any pecuniary or any transmissible or assignable interest, whether by operation of law or otherwise, in any property of the Club. The Club shall not be carried on for the purposes of financial gain of any of the Members.

11. BOARD

11.1 **Composition:** The Board shall be made up of:

- (a) five Directors elected by Members ("**Elected Directors**"); and
- (b) at least one but no more than three additional Directors appointed by the Board ("**Appointed Directors**"). No Appointed Director shall be a Member.

11.2 The Elected Directors must be Members. Any person holding such office who ceases to be a Member shall automatically cease to hold such office.

11.3 **Requirements for all Directors:** No person may be a Director who is:

- (a) disqualified under the Rules of Racing or the Rules of Harness Racing; or
- (b) disqualified as an officer of a society under the Act or as a director of a company under the Companies Act.

Prior to being elected or appointed as a Director, a person must consent in writing to becoming a Director and must certify that they are not disqualified from holding office as a Director whether under the Act or under the provisions of this Constitution.

- 11.4 **Qualifications of Appointed Directors:** Every Appointed Director must have such recognised professional skills and qualifications as are necessary and appropriate for the Club and its activities. This must include sufficient commercial ability or experience to the satisfaction of the Board.
- 11.5 **Review of Appointed Directors:** The Board shall be entitled but not required to undertake an annual performance review of any Appointed Director.
- 11.6 **Ongoing education of Directors:** Each Director is expected to undertake ongoing education as necessary or desirable to develop and maintain the requisite skills and expertise that are required of a Director, bearing in mind the activities the Club undertakes or is likely to undertake in the future and the mix of skills and expertise that is required on the Board.
- 11.7 **Contact person:** For the purposes of communication with the Registrar, the Board shall appoint at least one person and up to 3 people (each of which shall be either a Director or employee of the Club) to be the contact person(s) for the Club.
- 11.8 **Vacancies:**
- (a) The Board may act notwithstanding any vacancy in their body.
 - (b) The Board may fill any casual vacancies occurring, in any office. The person so appointed will retire at the next Annual General Meeting, but is eligible for election or appointment at that meeting.
 - (c) If a casual vacancy occurs and as a result the total number of Directors holding office is less than three or there is not a majority of Directors who are Members, then the Board must fill the casual vacancy occurring within 30 days.
- 11.9 **Powers:** Except as provided in this Constitution or in the Act, the business and affairs of the Club shall be managed by, or under the direction or supervision of the Board. The Board may exercise all the powers of the Club which are not required, either by this Constitution or the Act, to be exercised by the Members.
- 11.10 **Access:** The Board may determine from time to time what persons, other than Members, may be admitted to or excluded from the Course, and any conditions of such admission or exclusion.
- 11.11 **Management of Assets:** The Board shall have power to enter into on behalf of the Club all such contracts as it deems advisable and shall from time to time and at all times manage, control, invest, dispose of, charge, encumber and deal with the funds and property of the Club and all property under the direction, control, order or disposition of the Club as it deems best for promoting and conserving the Club's interests and carrying out the purposes of the Club, provided that:
- (a) no freehold land owned by the Club shall be sold;
 - (b) no borrowings secured by a mortgage over freehold land owned by the Club in excess of 50% of the mortgage value of that land (as determined by an independent valuer appointed by the Board) shall be undertaken; and / or
 - (c) no freehold land owned by the Club shall be leased or otherwise disposed of:
 - (i) for a period of more than 12 years (inclusive of all rights of renewal); or

- (ii) if the net rental income exceeds \$500,000.00 per annum,

without the approval of a resolution of Members.

11.12 **Subcommittees:**

- (a) As part of the obligations of the role of Director, all Directors are expected to chair subcommittees as nominated from time to time by the Board. Such subcommittees must include (but are not limited to):
 - (i) Racing Committee;
 - (ii) Audit and Remuneration Committee;
 - (iii) Franklin Park Liaison Committee; and
 - (iv) any necessary committees in relation to the Club's property projects.
- (b) The Board may delegate all or any of the powers, rights and authorities vested in it under this Constitution for this purpose.
- (c) Subcommittees will be governed by the purposes of the Club as set out in clause 4.1 of this Constitution as well as policies and protocols as determined by the Board in consultation with the members of each subcommittee from time to time.
- (d) Every act or thing done by any subcommittee within the powers conferred upon it will have the same force and effect as if done by the Board.

11.13 **Remuneration:** All Directors, including those who are Members, shall be entitled to:

- (a) remuneration for services rendered in the Director's capacity as a Director, to be determined in advance by the Club at the Annual General Meeting provided however that any such remuneration shall not be greater than the remuneration which would be payable on an arms-length market basis; and
- (b) reimbursement for reasonable expenses legitimately incurred on the Club's behalf or in connection with the Club's business.

11.14 **Best interests:** Directors, when exercising powers or performing duties, must act in good faith and in what the Director believes to be the best interests of the Club.

12. **APPOINTMENT AND ELECTION OF DIRECTORS**

12.1 **Term of Appointed Directors:** Appointed Directors shall be appointed for a term determined by the Board but not longer than three years. An Appointed Director may be re-appointed for up to a maximum of nine consecutive years from the date of first appointment to the Board, after which he or she must retire. After such nine year period, the Director may be re-appointed only after a stand down period of three years has passed from the date of the Director's retirement.

12.2 **Term of Elected Directors:** An Elected Director (including, for the avoidance of doubt, any Director appointed as President or Vice President) must retire after serving for three consecutive years from the date of first election to the Board, but will be eligible for re-election for up to a maximum of nine consecutive years from the date of first election to the Board, after which he or she must retire. After such nine year period, the Director may be re-elected only after a stand down period of three years has passed from the date of the Director's retirement.

- 12.3 **Stand down period:** A Director shall temporarily stand down from his or her office if charged with an offence which, if the Director is convicted, is punishable by a term of imprisonment of two years or more. The Director shall be entitled to resume his or her position if the charges are withdrawn or if he or she is acquitted.
- 12.4 **Vacancy:** A Director shall cease to hold such office if he or she:
- (a) dies;
 - (b) resigns in writing;
 - (c) is absent without the leave of the Board from three consecutive Board meetings;
 - (d) is disqualified under the Rules of Racing or the Rules of Harness Racing;
 - (e) would otherwise be disqualified as a director of a society under the Act or of a company under the Companies Act; or
 - (f) if there is a no confidence vote in that Director which is passed at a meeting of the Board, provided that such vote must have a 75% majority.
- 12.5 **No Confidence:** Any Director ceasing to hold office by way of a no confidence vote pursuant to clause 12.4(f) shall be precluded from standing for re-election and from re-appointment to the position of Director for a period of three years from the date that Director ceased to hold office.
- 12.6 **Annual vacancies:** At every Annual General Meeting, an election must be held to fill at least one vacancy in the office of Elected Director. The vacancy will be:
- (a) any vacancy which has not been filled by the Board under clause 11.8(b);
 - (b) any vacancy arising by the retirement of any person appointed by the Board under clause 11.8(b);
 - (c) any vacancy arising from a retirement under clause 12.2; and
 - (d) if there are no vacancies arising pursuant to paragraphs (a), (b) and (c) above, then the Elected Director who has been the longest in office must retire as necessary to create a vacancy. If the longest serving Elected Directors have been in office for an equal time, the Elected Director to retire shall be determined by lot between those Elected Directors, unless otherwise agreed by those Elected Directors.
- 12.7 **Nomination:** Nominations for election as an Elected Director must be in writing signed by at least two Members and delivered to the Chief Executive Officer, or, if the Board has appointed an external Returning Officer, then to that Returning Officer at least 30 Business Days prior to the date of the Annual General Meeting. Any nominee who does not meet the requirements in clause 11.3 as at the date of the nomination is not eligible for nomination.
- 12.8 **Candidates not exceeding vacancies:** If the number of candidates nominated for any office does not exceed the number of vacancies, the President shall declare such candidates elected at the Annual General Meeting. If the number of candidates nominated for any office is less than the number of vacancies, the President shall declare those nominated, elected. Any vacancy remaining will constitute a casual vacancy and will be filled by the Board after the Annual General Meeting pursuant to clause 11.8(b).

12.9 **Ballot:** If the number of candidates nominated for any office exceeds the number of vacancies, the election must be conducted by ballot as set out below.

- (a) The Returning Officer or, if a Returning Officer has not been appointed, the Chief Executive Officer shall, not later than 10 Business Days before the Annual General Meeting, send to each Member a voting paper containing the name of each candidate and the names of the proposers of each candidate. Voting papers may be sent by post and/or by email, together with instructions on how the Member may exercise their vote.
- (b) A Member wishing to vote must do so in accordance with the directions set out in the voting paper. Any vote not exercised in accordance with the directions, or given in favour of more candidates than the number of vacancies for the office in question, will be invalid.
- (c) Votes must be exercised by electronic means, or in the case of physical ballot papers, received at the Registered Office (or such other address specified by the Returning Officer) by 5pm on the day before the Annual General Meeting or such other time as the Board may determine. Any vote received after that time will be invalid.
- (d) If a vote is exercised by way of a paper ballot, then:
 - (i) if a Returning Officer has been appointed, the Returning Officer will be responsible for counting the votes and certifying the result of the ballot; or
 - (ii) the Chief Executive Officer (if a Returning Officer has not been appointed) must hand the unopened envelopes to the Scrutineers who are responsible for determining and certifying the result of the ballot. A minimum of three Scrutineers are to be appointed by the Board but Directors, candidates for offices and a proposer or seconder of any candidate are not eligible for appointment. The Scrutineers must treat a vote as valid if they are satisfied that the signature of the voter is consistent with the Register and that the intention of the voter is clear, notwithstanding that the voter has not strictly adhered to the directions set out in the voting paper.
- (e) If a vote is exercised by way of electronic means, then the Returning Officer, or if a Returning Officer has not been appointed, the Chief Executive Officer, must determine and certify the result of the ballot.
- (f) The President shall declare the result of the ballot at the Annual General Meeting. In the event of a tie, the President shall have a casting vote.

12.10 All persons elected at an Annual General Meeting shall take office at the conclusion of that meeting.

12.11 **Means of voting:** Notwithstanding clause 12.9 above, the Board may make a by-law permitting a ballot to be held by post or email or other electronic means, or a combination of such means, and may set out further detail for the process that must be followed. Any such by-law must include such provisions as may be necessary or desirable to safeguard the authenticity of votes exercised and other relevant matters as the Board considers to be appropriate.

13. PRESIDENT AND VICE PRESIDENT

13.1 **Appointment:** The President and Vice President of the Club are to be appointed from among the Elected Directors by a majority vote of the Elected Directors at the first Board meeting immediately following the Annual General Meeting at which such an office becomes vacant and shall hold office for the duration of their term as Director.

13.2 **Term:** If an Elected Director is re-elected in accordance with clause 12.2 (including if such re-election occurs after the three year stand down period), he or she will be eligible for re-appointment to the position of President or Vice President by a majority vote of the Board.

14. BOARD MEETINGS

14.1 **Form of meeting:** A meeting of the Board may be held either:

- (a) by a number of the members of the Board who constitute a quorum being assembled together at a time and place appointed for the meeting; or
- (b) by means of audio, or audio visual communication by which all the members of the Board participating and constituting a quorum can simultaneously hear each other throughout the meeting.

14.2 **Quorum:** The quorum is a majority of Directors.

14.3 **Chairperson:** The President or in his or her absence, the Vice President, shall be the chairperson at all meetings of the Board, unless he or she elects not to be, in which case he or she shall determine which Director shall act as the chairperson of that meeting. If neither the President nor the Vice President is present, the Directors shall determine which Director shall act as the chairperson of that meeting.

14.4 **Voting:** Every Director has one vote. A resolution of the Board is passed if a majority of Directors present vote in favour. In the case of an equality of votes, the chairperson of the meeting has a casting vote.

14.5 **Written resolution:** A written resolution, signed or assented to by all of the Directors entitled to vote on that resolution, is as valid and effective as if passed at a meeting of the Board duly convened and held. Any such resolution may consist of several copies of the resolution, each signed or assented to by one or more Directors.

14.6 **Waiver of irregularity:** An irregularity in a notice of meeting is waived if all the Directors entitled to receive notice of the meeting attend or participate in the meeting without protest as to the irregularity or if all Directors entitled to receive notice of the meeting agree to the waiver.

14.7 **Validity of actions:** The acts of a person as a Director are valid even though the person's appointment was defective or the person is not qualified for appointment.

15. OFFICER CONFLICTS AND INTEREST DISCLOSURE

15.1 In this Constitution, the terms "Interested" and "Matter" shall have the meanings set out in section 62 of the Act.

15.2 If an Officer is Interested in a Matter, then the Officer must disclose to the Board and in an interests register kept by the Board, the nature and extent of the interest (including any monetary value of the interest if it can be quantified). Disclosure must be made as soon as practicable after the Officer becomes aware that they are Interested in the Matter.

- 15.3 If a Director is Interested in a Matter, then in addition to the obligation to make disclosure pursuant to clause 15.2, the Director may not vote or sign any document relating to the Matter, but may be counted in the quorum for the meeting at which the Matter will be considered.
- 15.4 The provisions of the Act shall apply to all Interested Officers except for the provisions of section 64(3) of the Act which are hereby expressly excluded.

16. CHIEF EXECUTIVE OFFICER

- 16.1 The Chief Executive Officer shall be appointed by the Board for such term, at such remuneration and upon such conditions as the Board determines, and any person so appointed may be removed by the Board.
- 16.2 The Board shall determine the duties of the Chief Executive Officer from time to time.
- 16.3 During any period of time for which there is no Chief Executive Officer, the Board shall appoint a person or persons who shall be responsible for the performance of any acts which this Constitution specifies as being for the Chief Executive Officer to perform including without limitation the holding and updating of the Register of Members pursuant to clause 7, steps required in relation to the election of Directors pursuant to clause 12 and steps required in relation to meetings of members pursuant to clause 18.

17. OTHER OFFICES

- 17.1 **Patron and Vice Patron:** The Board may at any time in its discretion appoint a Patron and Vice Patron to hold such office until the next Annual General Meeting of the Club.
- 17.2 **Racenight Stewards:** The Board and the Chief Executive Officer may appoint up to 14 Members of the Club to be racenight stewards ("**Racenight Stewards**") at the first Board meeting after the Annual General Meeting each year, to perform duties as determined by the Board. The Board and the Chief Executive Officer may remove a Racenight Steward from that position at any time and may appoint a replacement. Any Racenight Steward ceasing to be a Member shall automatically cease to be a Racenight Steward.

18. GENERAL MEETINGS

- 18.1 **Annual General Meetings:** The Club must hold an Annual General Meeting at such time and place as the Board appoints but not later than six months after the end of the Financial Year and not later than fifteen months after the prior Annual General Meeting.
- 18.2 **Business at Annual General Meeting:** The business of the Annual General Meeting shall be:
- (a) to receive reports of the Club's affairs for the past Financial Year from the Board;
 - (b) to consider and adopt the Club's financial statements for the past Financial Year;
 - (c) to receive notice of any disclosures, or types of disclosures, made under section 63 of the Act relating to disclosure of interests, including a brief summary of the matters, or types of matters, to which those disclosures relate;
 - (d) to elect the Elected Directors in accordance with this Constitution;

- (e) to deal with any other proposition of which due notice has been given; and
 - (f) general business.
- 18.3 **Special General Meeting:** The Board shall convene a Special General Meeting of the Club:
- (a) at any time, if the Board considers it necessary; or
 - (b) within 21 Business Days of receipt of a requisition signed by no less than 40 Members requiring the Board to do so, which requisition must set out any notices of motion and proposals or matters to be considered at the Special General Meeting.
- 18.4 **Business at the Special General Meeting:** No business other than that specified in the notice given in accordance with clause 18.7(b) may be considered at a Special General Meeting.
- 18.5 **Notices of motion:** All notices of motion, proposals or matters to be considered at a General Meeting must be signed by the proposer and given to the Chief Executive Officer:
- (a) for an Annual General Meeting, at least 40 Business Days before the meeting; and
 - (b) for a Special General Meeting, at least 21 Business Days before the meeting.
- 18.6 **Preliminary notice:** The Board may publish a preliminary notice no less than 60 Business Days before the Annual General Meeting stating the date of the Annual General Meeting, for the purpose of inviting nominations for candidates for the offices to be elected at such meeting.
- 18.7 **Notice:** The Chief Executive Officer must send to every Member notice of a General Meeting stating the place, day and hour for the meeting no later than 10 Business Days before the meeting.
- (a) For an Annual General Meeting, notice must specify the notices of motion and any proposals or matters to be considered at the meeting, including any proposed amendment or addition to this Constitution, and include a list of candidates for election as Elected Directors and a copy of all reports and financial statements of the Club. Reports and financial statements may be provided in electronic form, with printed copies to be made available to any Members who request printed copies.
 - (b) For a Special General Meeting, notice must specify the notices of motion and proposals or matters to be considered at the meeting.
- For the avoidance of doubt, in accordance with clause 23 of this Constitution, notices may be sent by email to any Member who has an email address registered with the Club.
- 18.8 **Quorum:** At all General Meetings, 40 Members that are present and entitled to vote shall form a quorum. No business may be transacted at any meeting unless a quorum of members is present. If a quorum is not present within half an hour of the time appointed for the meeting, the meeting will stand adjourned to the same day, time and place the following week until a quorum is present.
- 18.9 **Chairperson:** The President or in his or her absence, the Vice President, shall be the chairperson at all General Meetings. If neither the President nor the Vice President is

present, the Directors present shall elect a Director to act as the chairperson of that meeting.

- 18.10 **Adjournment / Postponement:** The chairperson of a meeting may, with the consent of any meeting at which a quorum is present, adjourn the meeting for a period not exceeding 10 Business Days. The Board may postpone any General Meeting to such time as the Board sees fit. Any business transacted at a meeting which, having been adjourned, is resumed, or at a postponed meeting shall be as valid as if it had been transacted on the date first appointed for the meeting.
- 18.11 **Decisions to be binding:** All resolutions passed at any General Meeting held in material conformity with this Constitution will be binding and conclusive upon all Members. A declaration by the chairperson of a meeting that a resolution has passed shall be conclusive evidence of the fact. No notice of motion to reconsider any such decision may be received by the Board during the 12 month period following the passing of that resolution, unless the Board otherwise determines.
- 18.12 **Voting at General Meetings:** Every Member has one vote, to be exercised by show of hands unless otherwise determined by the chairperson of the meeting. Except as otherwise provided for in this Constitution, a resolution at a General Meeting is passed if a majority of Members present vote in favour. In the case of an equality of votes, the chairperson of the meeting has a casting vote.
- 18.13 **Minutes:** The chairperson shall ensure that minutes are kept at General Meetings.
- 18.14 **Rules of debate:** The rules of debate at a General Meeting are contained in Schedule One of this Constitution.

19. ALTERATIONS TO CONSTITUTION

- 19.1 This Constitution or any clause contained in it may only be amended, replaced or revoked in any manner provided for in the Act or by way of resolution at a General Meeting, being a resolution approved by no less than 50% of the votes of those Members entitled to vote and voting on the resolution.
- 19.2 No alteration may be made to clause 4.1 (the Purposes), the proviso in clause 11.13(a) (providing for remuneration to be no greater than an arms-length remuneration) or clause 26 (Dissolution) during any period of time when the Club holds tax exempt status, if such alteration would affect that tax exempt status. This clause may not be amended or removed from this Constitution and must be included in any replacement or substituted Constitution of the Club. This clause 19.2 shall take precedence over clause 19.1.

20. ACCOUNTING

- 20.1 The Board shall ensure that full accounting records are kept of the Club's activities and that annual financial statements are prepared and registered with the Registrar in such form as required by law.
- 20.2 At their first meeting after the Annual General Meeting in each year, the Board shall appoint an Auditor for that Financial Year.
- 20.3 The Auditor shall be paid such remuneration as the Board shall determine. The Board has the power to fill any vacancy from time to time in the office of Auditor. Any Auditor appointed shall have access to all books, papers, accounts, vouchers and documents kept by electronic means or otherwise relating to the affairs of the Club.

21. METHOD OF CONTRACTING

- 21.1 **Seal:** While the Act requires the Club to have a common seal, the Club shall maintain a common seal which shall be kept in the custody of the Chief Executive Officer and may be used only by the authority of the Board.
- 21.2 **Use of seal:** Every instrument to which the seal is affixed must be signed by:
- (a) the President and Vice President; or
 - (b) the President or Vice President and one of the Directors.
- 21.3 **Deeds:** Any contract or obligation which, if made between natural persons, would be required to be by deed must be made in writing and:
- (a) during any period of time when the Act requires the Club to have a common seal, must be made under the seal; and
 - (b) during any period of time when the Act does not require the Club to have a common seal, must be signed by any two Directors.
- 21.4 **Other contracts:** Any other obligation or contract which is to be entered into by the Club may be entered into by:
- (a) any two Directors;
 - (b) a Director together with the Chief Executive Officer; or
 - (c) any person acting in accordance with a written delegation of the Board.
- 21.5 **Power of Attorney:** The Club may, in accordance with the provisions of the Act, appoint a person as its attorney either generally or in relation to a specified matter.

22. DISPUTE RESOLUTION

- 22.1 For the purposes of this Constitution:
- (a) **“Dispute”** means a disagreement or conflict:
 - (i) between
 - (aa) two or more Members
 - (bb) one or more Members and the Club
 - (cc) one or more Members and one or more Officers
 - (dd) two or more Officers
 - (ee) one or more Officers and the Club
 - (ff) one or more Members or Officers and the Club,
 - (ii) which relates to an allegation that:
 - (aa) a Member or Officer has engaged in misconduct; or

- (bb) a Member or Officer has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Act; or
 - (cc) the Club has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Act; or
 - (dd) a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged.
- (b) **"Complaint Notice"** means a written notice stating that the party giving the notice is commencing the dispute resolution procedure under this Constitution and setting out the allegation in sufficient detail to ensure that the person against whom the complaint is made is fully advised as to the allegation made and has sufficient detail to be able to respond to the complaint:

22.2 If a Dispute arises, then the process set out in Schedule Two shall apply.

22.3 Nothing in this clause shall prevent a party seeking urgent interlocutory relief from the courts.

23. NOTICES

23.1 Any communication or notice required to be given by the Club under this Constitution may be given:

- (a) in person;
- (b) by posting it to the Member's address as recorded in the Register; or
- (c) by emailing it to the Member's email address.

23.2 When notice is sent by post, the Member shall be deemed to have received it seven Business Days after it is posted.

23.3 When notice is sent by email, the Member shall be deemed to have received it on the date and time at which it is sent to the Member's registered email address from the sender's information system (as shown in a confirmation of sending delivery report from the sender's information system).

23.4 The accidental omission to give notice of a General Meeting to, or the failure to receive notice of a General Meeting by a Member does not invalidate the proceedings at that meeting.

24. INDEMNITIES AND INSURANCE

24.1 The Club may indemnify and effect insurance (at the expense of the Club) for any Officer, Racenight Steward, Member, Volunteer or employee of the Club to the fullest extent permitted by the Act and by law.

24.2 In addition to the indemnities and insurances which the Club is permitted to give and effect pursuant to the Act, the Club is expressly authorised to indemnify or effect insurance for an Officer for:

- (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and

- (b) costs incurred by the Officer for any claim or proceeding relating to the liability referred to in clause 24.2(a).

25. BY-LAWS

- 25.1 The Board shall have the power to make, amend, replace, or revoke by-laws regulating the Board's own proceedings or otherwise for the governance or management of the Club, including the use, management or control of the Club's property. By-laws must not be inconsistent with this Constitution or the Act and must be recorded in writing in a book to be kept for that purpose which shall be available for inspection by Members.

26. DISSOLUTION

- 26.1 In the event of the liquidation of the Club or its dissolution by the Registrar, the funds, and assets of the Club remaining after all legal claims against the Club have been satisfied including any and all costs, debts and liabilities, and subject to any trusts affecting such funds or assets, shall be disposed of for racing purposes as the Members of the Club shall determine at a General Meeting, with the approval of the board of Harness Racing New Zealand.
- 26.2 No part of the remaining funds or assets shall be paid or distributed amongst any of the Members of the Club, except as remuneration or reimbursement as permitted by this Constitution.

27. INTERPRETATION OF CLAUSES AND MATTERS NOT PROVIDED FOR

- 27.1 If any question should arise as to the interpretation of the clauses contained in this Constitution or on any matter not otherwise provided for in this Constitution or any matter contained in any by-law, the Board's determination on such question, interpretation or other matter will be final and binding.
- 27.2 Subject always to the Rules of Racing and the Rules of Harness Racing, all decisions of the Board on any matter will be final and conclusive, and may not be questioned in a court of law.

SCHEDULE ONE: RULES OF DEBATE

1. The following rules of debate shall be applicable to all General Meetings, except where the Members pass a resolution to temporarily suspend any particular rule during all of any part of the meeting.
2. Any Member desiring to speak shall rise and address the chairperson of the meeting. If two or more Members rise at the same time, the chairperson shall call on the Member who in his or her opinion first rose to speak.
3. No Member shall speak more than once on the same motion except in explanation or by permission of the chairperson of the meeting, provided that the mover of a motion shall have the right to reply, after which the chairperson shall put the question.
4. A motion and an amendment having been received, no second amendment shall be entertained until either the first motion or the amendment has been disposed of.
5. No Member shall speak longer than five minutes on any motion or amendment except the mover, who shall have ten minutes in which to introduce the subject and five minutes in which to reply.
6. A motion or an amendment having been proposed and seconded may not be withdrawn except by permission of the meeting.
7. Any Member speaking shall at once resume his or her seat if:
 - (a) the chairperson of the meeting rises to speak, or
 - (b) a point of order is raised.

And shall not resume his or her speech until the chairperson is again seated or the point of order is settled by the chairperson as the case may be.
8. No Member shall ask another Member a question except through the chairperson. Speaking across the floor is forbidden.
9. No Member shall speak to any question after it has been put by the chairperson, except to a point of order.
10. Questions of order shall be decided by the chairperson of the meeting, whose decision shall be final.
11. The chairperson shall not close a meeting before all business is transacted unless by vote of the Members present.
12. A meeting shall have power to order the removal of any person who is behaving in a disorderly manner or who is not entitled to be present.

SCHEDULE TWO: DISPUTE RESOLUTION PROCESS

1. How complaint is made

- 1.1 A Member or an Officer may make a complaint by giving to the Board (or a Board complaints subcommittee) a notice in writing that:
- (a) states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the Club's constitution; and
 - (b) sets out the allegation to which the dispute relates and whom the allegation is against; and
 - (c) sets out any other information reasonably required by the Board.
- 1.2 The Club may make a complaint involving an allegation against a Member or an Officer by giving to the Member or Officer a notice in writing that:
- (a) states that the Club is starting a procedure for resolving a dispute in accordance with the Club's constitution; and
 - (b) sets out the allegation to which the dispute relates.
- 1.3 The information given under clause 1.1 or 1.2 must be enough to ensure that a person against whom an allegation is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

2. Person who makes complaint has right to be heard

- 2.1 A Member or an Officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- 2.2 If the Club makes a complaint:
- (a) the Club has a right to be heard before the complaint is resolved or any outcome is determined; and
 - (b) an Officer may exercise that right on behalf of the Club.
- 2.3 Without limiting the manner in which the Member, Officer, or Club may be given the right to be heard, they must be taken to have been given the right if:
- (a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (c) an oral hearing (if any) is held before the decision maker; and
 - (d) the Member's, Officer's, or Club's written statement or submissions (if any) are considered by the decision maker.

3. Person who is subject of complaint has right to be heard

- 3.1 This clause applies if a complaint involves an allegation that a Member, an Officer, or the Club (the **respondent**):

- (a) has engaged in misconduct; or
 - (b) has breached, or is likely to breach, a duty under the Club's constitution or bylaws or the Act; or
 - (c) has damaged the rights or interests of a Member or the rights or interests of Members generally.
- 3.2 The respondent has a right to be heard before the Complaint is resolved or any outcome is determined.
- 3.3 If the respondent is the Club, an Officer may exercise the right on behalf of the Club.
- 3.4 Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if:
- (a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
 - (b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (d) an oral hearing (if any) is held before the decision maker; and
 - (e) the respondent's written statement or submissions (if any) are considered by the decision maker.

4. Investigating and determining dispute

- 4.1 The Club must, as soon as is reasonably practicable after receiving or becoming aware of a Complaint made in accordance with the constitution, ensure that the dispute is investigated and determined.
- 4.2 Disputes must be dealt with in a fair, efficient, and effective manner.

5. Society may decide not to proceed further with Complaint

- 5.1 Despite clause 4, the Club may decide not to proceed further with a Complaint if:
- (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) that a Member or an Officer has engaged in material misconduct:
 - (ii) that a Member, an Officer, or the Club has materially breached, or is likely to materially breach, a duty under the Club's constitution or bylaws or the Act:
 - (iii) that a Member's rights or interests or Members' rights or interests generally have been materially damaged:
 - (iv) the Complaint appears to be without foundation or there is no apparent evidence to support it; or

- (v) the person who makes the complaint has an insignificant interest in the matter; or
- (vi) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under the constitution; or
- (vii) there has been an undue delay in making the Complaint.

6. Club may refer complaint

6.1 A Club may refer a Complaint to:

- (a) a subcommittee or an external person to investigate and report; or
- (b) a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.

6.2 A Club may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

7. Decision makers

7.1 A person may not act as a decision maker in relation to a Complaint if 2 or more Members of the Board or a Complaints subcommittee consider that there are reasonable grounds to believe that the person may not be:

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.