A black text with black letters

Description automatically generated

NAME CHANGE FROM GOLF MANAGERS ASSOCIATION OF NEW ZEALAND INC.

TO

CLUB MANAGEMENT ASSOCIATION OF NEW ZEALAND INC.

CONSTITUTION

ADOPTED AT THE 2024 ANNUAL GENERAL MEETING

Signed: …………………………………………………………..

Chair:……………………………………………………………..

Date:………………………………………………………………

Signed:……………………………………………………………

Board Member:………………………………………………

Date:………………………………………………………………

Signed:………………………………………………………….

Executive Officer:…………………………………

Date:…………………………………………………………….

CONSTITUTION

Adopted at the 2024 Annual General Meeting of Club Managers Association of New Zealand (GMA) Incorporated on **October 24, 2024**

1. Name
2. Branches of CMA
3. Members
4. General Meetings
5. Board
6. Records
7. Financials
8. Dispute Resolution
9. Winding Up
10. Alterations of the Rules
11. Other
12. **CLUB MANAGEMENT ASSOCIATION OF NEW ZEALAND**

# **Name**

* 1. The name of the Association is Club Management Association of New Zealand Incorporated (‘**CMA**’).

**Purposes**

* 1. The primary purposes of CMA are to:
     1. Recruit, develop, mentor, and grow professional leaders in club management in New Zealand.
     2. Establish and grow a network of Members for the purpose of increasing Member expertise in club administration, management, and leadership.
     3. Provide quality service and delivery of activities, advocacy, industry best practice, and club management professionals and opportunities.
     4. Encourage close co-operation, understanding, and assistance by the communication of information to Members.
     5. Provide networking and informal and formal educational opportunities for Members on a regional and national basis.
     6. Liaise, connect, and partner with kindred organisations locally and overseas, particularly, but not limited to, the Club Management Association of America (CMAA) and Golf Management Australia (GMA).
     7. Provide an organisation and a Board to effectively and efficiently manage and control CMA’s assets and purposes.
     8. Represent and promote the interests of CMA and its members.
     9. Do all things reasonably incidental or conducive to attaining the above purposes.
  2. CMA must not operate for the purpose of, or with the effect of:
     1. Any Member of CMA deriving any personal Financial Gain from membership of CMA, other than as may be permitted by law, or
     2. Returning all or part of the surplus generated by CMA ’s operations to Members, in money or in kind, or
     3. Conferring any kind of ownership in CMA’s assets on Members.

# **Tikanga / Culture**

* 1. The tikanga or culture of CMA is as follows:
     1. Integrity – CMA and its Members are to be open, honest, and ethical. Integrity is the backbone of effective club management, relationships and the reputations of all involved in our respective industries.
     2. Professionalism – CMA and its Members should be seen as beacons of best practice, leadership, and professionalism in our respective industries.
     3. Diversity – CMA and its Members should embrace and not exclude, as we are better in every respect when we are inclusive.
     4. The Greater Good - CMA and its Members are focussed on the greater good of the sport/game/clubs and are not just us as an Association or individual Members.

These Rules shall be interpreted having regard to that tikanga or culture.

# **Registered office**

* 1. The registered office of CMA shall be at the address of the Board Officer or such other place in New Zealand as the Board from time to time determines. Changes to the registered office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Act.

# **Powers**

* 1. CMA has all the rights, powers and privileges of a natural person otherwise conferred onto it by the Act and by law, including the power to borrow money and incur debt.
  2. CMA may only exercise its powers to achieve or further its purposes.

# *Act and Regulations*

* 1. Nothing in this Constitution authorises CMA to do anything which contravenes or is inconsistent with the Act, any regulations made under the Act, or any other legislation.

1. **BRANCHES OF CMA**

# **Number of Branches**

* 1. Six regional affiliated branches exist.
  2. Affiliated Branches
* Northern region including Auckland, North Harbour, and Northland
* Waikato
* Bay of Plenty
* Central (south of Taupo) including Taranaki, Manawatu, Wanganui, Hawkes Bay, Wairarapa Wellington
* Northern South Island (north of the Waitaki River)
* Southern South Island (south of the Waitaki River)

# 2.3. Duties and Limitations of Branches

Branches may organize their own affairs within the following guidelines:

2.3.1 Activities of the Branch should only be made available to those

Persons who are Members of this Association.

2.3.2. The Branch shall encourage eligible Persons to join the Association.

* + 1. A Branch shall be responsible for its own finances.
    2. This Association shall have no legal liability in respect of any activity undertaken by a Branch, including financial liability.
    3. The Branches shall elect representatives to form the Board of this Association annually.
    4. Voting for branch representatives will be in accordance with clause 7 and only members of said branches will be entitled to vote for the representative of that branch.
    5. Branches while operating somewhat independently are subject to the authority of the association board and must comply with all rules and regulations as may from time to time be imposed by the board.

1. **MEMBERS OF CMA**

# Minimum number of Members

* 1. CMA shall maintain the minimum number (10) of Members as required by the Act.

# Types of Members

* 1. The classes of membership and the method by which Members are admitted to different classes of membership are as follows:
     1. **Member**: A Member is an individual or body corporate admitted to membership under these Rules and who or which has not ceased to be a Member. A Member may or may not have voting rights as these Rules explain further.
     2. **Ordinary Member**: An individual who is a manager, administrator or other paid employee of an Incorporated Society, a Limited Liability Company owning a Club, or any other properly registered organisation within NZ operating a club.
     3. **Associate Member**: An individual who has a non-Board active interest in the operation of a club; is a Board member of a club; is an employee of a sporting governing body whether a National Sporting Organisation or Regional Sporting Organisation, such as, but not limited to a Golf NZ employee, or an employee of a District Association affiliated to Golf NZ.
     4. **Student Member**: An individual who is enrolled in an educational programme administered by CMA, such as, but not limited to, the CMAA BMI programme.
     5. **Life Member**: A Life Member is a person honoured for highly valued services to CMA, elected as a Life Member by resolution of a General Meeting passed by a simple majority of Voting Members present and voting. A Life Member shall have all the rights and privileges of a Member and shall be subject to all the same duties as a Member except those of paying subscriptions.

# Becoming a member

* 1. Every applicant for membership must consent to becoming a Member in writing or using such other methods as prescribed by Regulations under the Act.
  2. An applicant for membership must complete and sign any application form.
  3. The Board may accept or decline an application for membership at its own discretion. The Board must advise the applicant of its decision (but is not required to provide reasons for that decision).
  4. The Board may apply, and require payment of, a fee as part of any application for membership.

# Obligations and rights of Members

* 1. Every Member shall provide CMA with that Member’s name and contact details (including email address, postal address, and telephone number(s)) and promptly advise CMA of any changes to those details.
  2. Membership does not confer on any Member any right, title, or interest (legal or equitable) in the property of CMA.
  3. All Members (including Board Members) shall promote the interests and purposes of CMA and shall do nothing to bring CMA into disrepute.
  4. Members shall pay all subscriptions fees or levies imposed by CMA by the relevant due date. If a Member fails to do so they will be deemed “Unfinancial”. An Unfinancial Member:
     1. Is not entitled to exercise the rights of membership (including proposing or signing Member resolutions, attending, and voting at General Meetings, accessing, or using CMA’s website portal, educational resources, and other property).
  5. No Member is liable for an obligation of CMA by reason only of being a Member.
  6. No Member, or Associated Person, is allowed to take part in, or influence any decision made by CMA in respect of payments to, or on behalf of, the Member or Associated Person of any income, benefit, or advantage.
  7. The Board may decide what access or use Members (or any group or subgroup of Members) may have of or to any website portals, educational resources, meetings, or other property owned, occupied, or otherwise used or operated by CMA, including any conditions of and any subscriptions or fees for such access or use.

# Subscriptions and fees

* 1. The annual subscription and any other fees or levies for membership (and the timing for the payment of those things) for the upcoming membership year shall be set a resolution of the Board.
  2. The Board may set the level of the annual subscription and any other fees or levies for membership as it deems necessary for the proper operation of the organisation in meeting its stated purpose.
  3. The membership year of CMA is presently 1 July to 30 June of each year. The Board may adjust CMA’s membership year.

# Ceasing to be a Member

* 1. A Member ceases to be a Member:
     1. On death and from the time of death.
     2. By resignation by notice to the Board Officer, and from the time of the receipt of that notice, or any subsequent date stated in any notice.
     3. On and from termination of their membership following a dispute resolution process under these Rules.
     4. On and from effecting CMA into disrepute, at the discretion of the board.
     5. After failing to remedy any “Unfinancial” membership status after being required to by CMA, and in any relevant timeframe stipulated by CMA, with their membership ceasing immediately on the expiry of that timeframe.
     6. On and from the time the member no longer meets the requirements for membership as outlined in clause 3.2.

# Obligations on resignation

* 1. A Member who resigns or whose membership is terminated under these Rules:
     1. Remains liable to pay all subscriptions and other fees to CMA’s next subscription anniversary date.
     2. Shall cease to hold themselves out as a Member of CMA.
     3. Shall return to CMA all material provided to Members by CMA (including any membership certificate, badges, handbooks, and manuals); and
     4. Shall cease to be entitled to any of the rights of a Member.

# Becoming a Member again

* 1. Any former Member may apply for re-admission in the manner prescribed for, and subject to the conditions then required of, new applicants. However, if a former Member’s membership was terminated following a dispute resolution process (including if the outcome of that process is a voluntary resignation), the applicant may be re-admitted only by resolution of the Board.

1. **GENERAL MEETINGS**

# **Annual General Meetings**

* 1. An Annual General Meeting shall be held once a year on a date and at a location determined by the Board and consistent with any requirements in the Act, and the Rules relating to the procedure to be followed at General Meetings shall apply.

# Annual General Meetings: business

* 1. The business of an Annual General Meeting shall be to:
     1. Confirm the minutes of previous Meeting(s),
     2. Adopt the annual report on CMA business,
     3. Adopt CMA’s report on the finances of CMA, and the annual financial statements,
     4. Consider any motions, including motions for the election of Board Members,
     5. Consider any general business.
  2. The Board must, at each Annual General Meeting, present the following information:
     1. An annual report on the affairs of CMA during the most recently completed accounting period,
     2. The annual financial statements for that period, and
     3. The budget for the next financial year including an operating statement and cashflow, and
     4. Notice of any disclosures of conflicts of interest made by Board Members during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

# Annual General Meetings:

# Motions

* 1. The Board may put forward motions for CMA to vote on, which shall be notified to Members with the Notice of the Annual General Meeting.
  2. Any Member may request that a motion be voted on at an Annual General Meeting, by giving notice to the Board Officer at least 28 Clear Days before that meeting. The Member must also provide information in support of the motion. The Board shall consider any notices of motion and information and provide recommendations to Members.

Special General Meetings

* 1. Special General Meetings may be called at any time by the Board by resolution.
  2. The Board must call a Special General Meeting if the Board Officer receives a written request signed by at least 20 Voting Members or 5% of the Voting Members whichever is the greater.
  3. Any resolution or written request must state the business that the Special General Meeting is to deal with and shall contain sufficient details of the matters to be considered to enable the Board and the Members to consider the matters fully. The Board shall provide recommendations to Members on the resolutions or written requests.
  4. The Rules relating to the procedure to be followed at General Meetings shall apply to a Special General Meeting, but a Special General Meeting shall only consider and deal with the business specified in the Board’s resolution or the written request by Members for the Meeting.

# Procedure for all meetings

* 1. The Board shall give all Members at least 28 Clear Days’ Notice of any General Meeting and the outline of the business to be conducted at that General Meeting including any Board proposed motions.
  2. The General Meeting and its business will not be invalidated simply because one or more Members do not receive the Notice.
  3. The Board shall give all Members 14 Clear Days’ Notice of the final agenda detailing the business to be conducted at the General Meeting, including any Member motions. In the case of an Annual General Meeting this shall include the items specified in Rule 4.3.

# Voting

* 1. At Meetings of Members every Ordinary Member who is a financial Member present at the Meeting shall be entitled to one vote.
  2. The Chairman of the meeting shall have both a deliberative vote and a casting vote, such casting vote to be used only in the event of an equal vote on any matter.
  3. If determined to be appropriate by the Board, Annual General Meetings and Special General Meetings of Members may be held electronically.
  4. Voting for all elections to the Board, and on any Notice of Motion shall be by Ballot.

# Internet and postal voting

* 1. The Board may allow internet or postal voting for any motion to be considered at a General Meeting and shall give notice of the process to be followed for those methods of voting at the same time as any notice of meeting.
  2. If internet or postal voting is permitted then the counting of votes for those motions shall include votes cast in accordance with the process notified, and any vote cast by the Voting Member in accordance with that process shall be deemed under these Rules to be a vote cast by a Voting Member present and voting.

# Quorum

* 1. Quorum – The quorum for annual general meetings and special meetings shall be twenty ordinary members, either attending in person or (where the Board has permitted it) by real-time audio, audio and visual or electronic means. This will constitute a quorum
  2. If, within 15 minutes after the time appointed for a meeting a quorum is not present, then the meeting:
     1. If convened upon request of Members – shall be dissolved.
     2. In any other case it shall stand adjourned to a day, time and place determined by the Chairperson.
  3. If at such adjourned meeting a quorum is not present those present in person shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

# Venue and mode of meetings

* 1. The Board may allow General Meetings to be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each Voting Member a reasonable opportunity to participate.

# Chair

* 1. All General Meetings shall be chaired by the President. The President may appoint another Board Member to chair any meeting. If the President is absent, or a representative of the President is absent, some other Board Member elected for the purpose by the Meeting shall chair that meeting.
  2. Any person chairing a General Meeting has a deliberative and, in the event of a tied vote, a casting vote.
  3. Any person chairing a General Meeting may:
     1. With the consent of that General Meeting adjourn the General Meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
     2. Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting, and
     3. In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.

# Returning Officer

* 1. Prior to a General Meeting occurring, the Board must appoint a Returning Officer. The Returning Officer must not be a nominee running for the Board.
  2. The role of the Returning Officer is:
     1. to supervise the counting of any votes cast in relation to a motion conducted by internet, post or by poll, and assist in determining whether such a motion has passed.

1. **BOARD**

# Establishment and functions

* 1. CMA shall be governed by the Board, which shall, from the end of each Annual General Meeting until the end of the next, be accountable to the Members for the advancement of CMA’s purposes and the implementation of resolutions approved by any General Meeting.

# Board Officer

* 1. The Board may appoint a Board Officer to manage the day-to-day operations of CMA. The Board Office will operate under the powers given by the job description set for that role by the Board. The Board may delegate some of its powers to the Board Officer to facilitate the effective operation of CMA either through the job description, or by resolution of the Board, this Constitution, or any Bylaws.

# Composition

* 1. The Board will consist of eight (8) Members inclusive of two (2) females who are each natural persons; and not disqualified from being appointed or holding office by these Rules or the Act.
  2. The Board will include:
     1. A representative from each branch, being (6) in total and
     2. Two (2) independent Members.
  3. If branch representatives remain unelected, ordinary members may be elected to the vacancies by the Members present at the Annual General Meeting.

# Qualifications

* 1. Prior to election or appointment, every Board Member must consent in writing to be a Board Member and certify in writing that they are not disqualified by the Disqualification Criteria from being appointed or holding office as a Board Member by these Rules or the Act.

# Election

* 1. The election of Board Members shall be conducted as follows:
     1. The Board Members whose offices come up for election shall each be elected at each Annual General Meeting.
     2. Any existing Board Member whose office comes up for election shall be eligible for re-election without the requirement of any nomination.
     3. No other Member shall be eligible for election at any Annual General Meeting unless:
        1. a written nomination form is signed by a proposer and seconder (both of whom must be financial Members); and
        2. the written consent of the nominee (who must also be a financial Member); and
        3. a certificate by the nominee that they are not disqualified from being appointed or holding office as a Board Member by these Rules or the Act,

is received by the Board Officer at least 21 Clear Days before the date of the Annual General Meeting.

* + 1. If there are insufficient valid nominations received, the Chair may receive further nominations from the floor at the Annual General Meeting.
    2. All elections shall be by simple majority.

Casual vacancies

* 1. Should there be a vacancy in the position of any Board Member between Annual General Meetings, that vacancy may be filled by resolution of the Board.
  2. Any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as a Board Member by these Rules or the Act.

# Term

* 1. The term of office for all Board Members shall be two years.
  2. All terms of office shall expire at the end of the Annual General Meeting in the year corresponding with the last year of each Board Member’s term of office.

# Cessation of Board membership

* 1. A Board Member shall be deemed to have ceased to be a Board Member if that person ceases to be a Member.
  2. Each Board Member submitting a resignation or ceasing to hold office shall forthwith deliver to the Board Officer all books, papers and other property of CMA held by that person.

# Board meetings: chair, frequency, and quorum

* 1. The Board shall elect from among itself a Chairperson, this person then being considered the Association’s President.
  2. The Board shall meet at least four times annually 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.
  3. The quorum for Board meetings is at least half of the number of Board Members.

# Mandatory duties

* 1. At all times each Board Member:
     1. Shall act in good faith and in what he or she believes to be the best interests of CMA,
     2. Must exercise all powers for a proper purpose,
     3. Must not act, or agree to CMA acting, in a manner that contravenes the Act or this Constitution,
     4. When exercising powers or performing duties as a Board 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 CMA, the nature of the decision, and the position of the Board Member and the nature of the responsibilities undertaken by him or her,
     5. Must not agree to the activities of CMA being carried on in a manner likely to create a substantial risk of serious loss to CMA or to CMA’s creditors, or cause or allow the activities of CMA to be carried on in a manner likely to create a substantial risk of serious loss to CMA or to CMA ’s creditors, and
     6. Must not agree to CMA incurring an obligation unless he or she believes at that time on reasonable grounds that CMA will be able to perform the obligation when it is required to do so.

# Powers

* 1. Subject to these Rules and any resolution of any General Meeting the Board may:
     1. Exercise all CMA's powers, other than those required by the Act or by these Rules to be exercised by CMA in General Meeting, and
     2. Enter into contracts on behalf of CMA or delegate such power to a Board Member, sub-committee, employee, or other person.
     3. The Board shall ensure that the objects of the Association are pursued for the benefit of all Member.
     4. The Board shall maintain the Constitution which provides for the effective management of the Association.
     5. The Board may make or alter the rules of this constitution by resolution in a general meeting.
     6. The Board may co-opt other Members as required to form Sub-committees to assist them.
     7. The Board may delegate powers to do all such things as are incidental or conducive to the attainment of the Objects and the Powers of the Association including power to appoint an Executive Officer and make policies and bylaws.
     8. The general day to day management of the Association will be conducted by the Executive Officer.
     9. The Board shall fundraise by subscriptions and the like and apply funds in accord with the Objects.
     10. The Board may enter into and/or terminate contracts with staff, contractors, members, sponsors and other persons, agencies and organizations.
     11. The Board shall insure property and employees.
     12. The Board shall set subscriptions.

# Sub-committees

* 1. The Board may appoint sub-committees consisting of such persons (whether or not Members of CMA) and for such purposes as it thinks fit. Unless otherwise resolved by the Board:
     1. The quorum of every sub-committee is half the members of the sub-committee,
     2. No sub-committee shall have power to co-opt additional members,
     3. A sub-committee must not commit CMA to any financial expenditure without express authority, and
     4. A sub-committee must not further delegate any of its powers.

# General issues

* 1. The Board and any sub-committee of the Board may act by resolution approved in the course of a telephone, video, or internet conference call or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next Board meeting.
  2. Other than as prescribed by the Act or these Rules, the Board or any sub-committee may regulate its proceedings as it thinks fit.
  3. Subject to the Act, these Rules and the resolutions of General Meetings, the decisions of the Board on the interpretation of these Rules and all matters dealt with by it in accordance with these Rules and on matters not provided for in these Rules shall be final and binding on all Members.

# Conflicts of interest

* 1. A member of the Board and/or sub-committee who is Interested in a Matter relating to CMA must disclose details of the nature and extent of the Interest (including any monetary value of the Interest if it can be quantified):
     1. To the Board and/or sub-committee; and
     2. In a Register of Interests kept by the Board.
  2. Disclosure must be made as soon as practicable after the member of the Board and/or sub-committee becomes aware that they are Interested in the Matter.
  3. A member of the Board and/or sub-committee who is Interested in a Matter
     1. Must not vote or take part in the decision relating to the Matter; and
     2. Must not sign any document relating to the entry into a transaction or the initiation of the Matter; but
     3. May take part in any discussion relating to the Matter and be present at the time of the decision of the Board and/or sub-committee (unless the Board and/or sub-committee decides otherwise),

unless all non-Interested Board Members agree that the Interested Board Member may vote or otherwise act as referred to in this Rule.

* 1. A member of the Board 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.
  2. Where:
     1. 50 per cent or more of Board 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 that the Interested Member may vote; and
     2. 50 per cent or more of the members of a sub-committee are prevented from voting on a Matter because they are Interested in that Matter, the Board shall consider and determine the Matter.

1. **RECORDS**

# Register of Members

* 1. The Board shall keep an up-to-date Register of Members, recording for each Member their name, contact details, the date they became a Member, and any other information required by these Rules or prescribed by Regulations under the Act.

# Contents of Register of Members

* 1. The information contained in the Register of Members shall include each Member’s:
     1. Name.
     2. Contact details (including email address (if any), phone number (landline and/or mobile), postal and/or physical address),
     3. The date the Member became a Member,
     4. Whether the Member is financial or unfinancial.
  2. Every Member shall promptly advise the Executive Officer of any change of their contact details.

# Access to Register of Members

* 1. With reasonable notice and at reasonable times, the Board shall make the Register of Members available for inspection by Members. However, no access will be given to information on the Register of Members to Members or any other person, other than as required by law.

# Register of Interests

* 1. The Board shall at all times maintain an up-to-date Register of Interests of the interests disclosed by Board Members.

# Access to other information

* 1. A Member may at any time make a written request to CMA for information held by CMA. The request must specify the information sought in sufficient detail to enable the information to be identified.
  2. CMA must, within a reasonable time after receiving a request:
     1. Provide the information, or
     2. Agree to provide the information within a specified period, or
     3. Agree to provide the information within a specified period if the Member pays a reasonable charge to CMA (which must be specified and explained) to meet the cost of providing the information, or
     4. Refuse to provide the information, specifying the reasons for the refusal.
  3. Subject to the Act, without limiting the reasons for which CMA may refuse to provide the information, CMA may refuse to provide the information if:
     1. Withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
     2. The disclosure of the information would, or would be likely to, prejudice the commercial position of CMA or of any of its Members, or
     3. 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 CMA, or
     4. Withholding the information is necessary to maintain legal professional privilege, or
     5. The disclosure of the information would, or would be likely to, breach an enactment, or
     6. The burden to CMA 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
     7. The request for the information is frivolous or vexatious.
  4. If CMA requires 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 10 working days after receiving notification of the charge, the Member informs CMA —
     1. That the Member will pay the charge; or
     2. That the Member considers the charge to be unreasonable.
  5. Nothing in this Rule limits Information Privacy Principle 6 of the Privacy Act 2020.

1. FINANCES

# Control and management

* 1. The funds and property of CMA shall be:
     1. Controlled, invested, and disposed of by the Board, subject to these Rules, and
     2. Devoted solely to the promotion of the purposes of CMA.

# Use of funds

* 1. CMA:
     1. May use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate, and
     2. May invest in any investment in which a trustee may lawfully invest.
  2. Any payments made to a Member or Associated Person must be for goods and services that advance the purpose and must be reasonable and relative to payments that would be made between unrelated parties.

# Balance date

* 1. The balance date and end of financial year of CMA is presently 30 June of each year. The Board may adjust CMA’s balance date and financial year as it sees fit.

# Financial Statements

* 1. The Board must cause to be maintained proper financial records, including producing annual financial statements.

# Financial Review

* 1. CMA by Board resolution shall appoint an Accountant or confirm the appointment of the existing Accountant. Any Accountant so appointed shall be a member of Chartered Accountants of New Zealand. The Accountant shall review the annual accounts of CMA and shall provide a written report of the same to the Board.

1. DISPUTE RESOLUTION

# Raising disputes

* 1. Any grievance by a Member, and any complaint by anyone, is to be lodged by the complainant with the Board Officer in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All Members (including the Board Members) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to CMA’s activities.
  2. The complainant raising a grievance or complaint, and the Board, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, under any Disciplinary By-laws, or by mediation or arbitration.
  3. Where the matters raised by the grievance or complaint fall within any disciplinary bylaws of CMA then the procedures set out in those bylaws shall be applied and be followed.
  4. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement. Any agreement must allocate responsibility for the costs of that process and failing agreement as to that allocation will be initially shared between all involved parties, with any disputes as to the final allocation of costs to be a matter for the disputes process.

# Investigating disputes

* 1. This rule concerns any grievances of Members relating to their rights and interests as Members, as well as any complaints concerning the alleged conduct or discipline of Members, collectively referred to as “disputes”.
  2. These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.
  3. Rather than investigate and deal with any grievance or complaint, the Board may:
     1. Appoint a sub-committee to deal with the same, or
     2. Refer the same to an external agency, an 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.
  4. The Decision-maker:
     1. Shall consider whether to investigate and deal with the grievance or complaint, and
     2. 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 GMA).
  5. Where the Decision-Maker decides to investigate and deal with a grievance or complaint:
     1. It may immediately suspend the Member on an interim basis and pending full investigation. The Decision-Maker is only entitled to take this step should it be satisfied that the conduct alleged is sufficiently serious to warrant that action. To make that determination the Decision-Maker is entitled, but not obliged, to hear from the Member complained about (in a formal or informal way) as it sees fit.
     2. The following steps shall be taken:
        1. The complainant and the Member, or CMA which is the subject of the grievance, must be advised of all details of the grievance.
        2. The Member, or CMA which is the subject of the grievance, must be given an adequate time to prepare a response.
        3. The complainant and the Member, or CMA 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.
        4. Any oral hearing shall be held by the Decision-Maker, and/or any written statement or submissions shall be considered by the Decision-Maker.
  6. A Member may not make a decision on or participate as a Decision-Maker in regard to a grievance or complaint, if two or more Board 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 pre-determined view. Such a decision must take into account the context of CMA 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 person might not act impartially.

# Resolving disputes

* 1. The Decision-Maker may:
     1. Dismiss a grievance or complaint, or
     2. Uphold a grievance and make such directions as the Decision-Maker thinks appropriate (with which CMA and Members shall comply),
     3. Uphold a complaint and:
        1. reprimand, censure or admonish the Member, and/or
        2. give notice of the complaint and the outcome of it to the other members by way of publication of a summary of it, and/or
        3. issue a fine against the Member, and/or
        4. suspend the Member from membership for a specified period, and/or
        5. request that the Member resign their membership, and/or
        6. terminate the Member’s membership,
     4. Order the complainant (if a Member) or the Member complained against, to meet any of CMA’s reasonable costs in dealing with the grievance or complaint.
  2. If the grievance or complaint is upheld, and the Member is a Board Member, the Member may be removed from the Board by a resolution of the Board or of a General Meeting, in either case passed by a simple majority of Voting Members present and voting.

1. WINDING UP

# Process

* 1. CMA may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act.
  2. The Board shall give Notice to all Members of the proposed motion to wind up CMA or remove it from the Register of Incorporated Societies and of the General Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the Board in respect to such notice of motion.
  3. Any resolution to wind up CMA or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of Voting Members present and voting.

# Surplus assets

* 1. If CMA is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.
  2. On the winding up or liquidation or removal from the Register of Incorporated Societies of CMA, its surplus assets after payment of all debts, costs and liabilities shall be distributed to one or more Not-for-profit Entities that have a similar purpose to CMA as determined by the Board or as specified in a resolution of Members passed at a General Meeting.

1. ALTERATIONS TO THE RULES

# General Meeting

* 1. CMA may amend or replace this Constitution at a General Meeting by a resolution passed by a two-thirds majority of those Voting Members present and voting.
  2. Any proposed motion to amend or replace this Constitution must:
     1. Be signed by at least 20 Voting Members or 10% of the Voting Members, whichever is greater, and given in writing: or
     2. Be approved by the Board.
  3. Any motion to amend the Constitution must be accompanied by a written explanation for the reasons for the proposal, and any recommendations the Board has.
  4. When an amendment is approved by a General Meeting it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the Act for registration and shall take effect from the date of registration.

# Minor errors, technical amendments, change of Act.

* 1. The Board may, by unanimous resolution, amend this Constitution if the amendment has no more than a minor effect, corrects errors or makes similar technical amendments:
     1. The Board must provide written notice to every Voting Member of GMA stating the text of the amendment and that the Voting Member has a right to object to the amendment.
     2. If no objection is received within 20 working days after the date the notice is served, the Board may make the amendment.
  2. If, following replacement or amendment of the Act, this Constitution is no longer consistent with the Act, the Board may, by unanimous resolution, amend this Constitution to the extent required to make it consistent with the Act.
  3. If the Constitution is amended in accordance with Rules 10.5 or 10.6, GMA must, as soon as is practical, send a copy of the amended Constitution to every Member.

1. OTHER

# Method of contracting

* 1. A deed which is to be entered into by CMA may be signed on behalf of CMA, by:
     1. Two or more Board Members; or
     2. A Board Member, or any person authorised by the Board, whose signature must be witnessed; or
     3. One or more attorneys appointed by CMA.
  2. An obligation or contract which is required by law to be in writing, and any other written obligation or contract which is to be entered into by CMA, may be signed on behalf of CMA by a person acting under the express or implied authority of CMA.
  3. Any other obligation or contract may be entered into on behalf of CMA in writing or orally by a person acting under the express or implied authority of CMA.
  4. If the Act requires CMA to have a common seal, that common seal shall be in custody of the Board, or any person authorised by the Board and may only be affixed to any document in accordance with the Act. Notwithstanding this Rule, CMA may execute or enter into any obligation or contract in accordance with Subpart 1, Part 2 of the Property Law Act 2007.

# Contact person.

* 1. CMA’s Contact Person or Persons must be at least 18 years of age, a Member of CMA, at all times be resident in New Zealand, and not disqualified under the Act from holding that office and shall be appointed by the Board.
  2. Any change in any Contact Person or that person’s name or contact details shall be advised to the Registrar of Incorporated Societies within 25 Clear Days of that change occurring, or CMA becoming aware of the change.

# Insurance and Indemnity

* 1. CMA may affect insurance for a Board Member, Member or employee of GMA, in respect of:
     1. Liability, not being criminal or regulatory liability, for any act or omission in such capacity.
     2. Costs incurred by them in defending or settling any claim or proceeding relating to any such liability; or
     3. Costs incurred by them in defending any criminal or regulatory proceedings that have been brought against the Board Member, Member, or employee in relation to any act or omission in his or her capacity as a Board Member, Member or employee and in which they are acquitted.
  2. Subject to Rule 11.9, every Board Member, Member or employee of GMA may be indemnified by CMA:
     1. In respect of liability to any person other than CMA for any act or omission in their capacity as a Board Member, Member or employee, and costs incurred by them in defending or settling any claim or proceeding relating to any such liability; and
     2. For any costs incurred by them in any proceeding that relates to liability for any act or omission in their capacity as a Board Member, Member or employee in which judgment is given in their favour, or in which they are acquitted, or which is discontinued, and this indemnity will continue in force, despite any subsequent revocation or amendment of this Rule, in relation to any liability which arises out of any act or omission by a Board Member, Member or employee prior to the date of such revocation or amendment, but will be subject to any limitations contained in any deed or agreement from time to time in force between CMA and the Indemnified Person relating to indemnities.
  3. An indemnity conferred by Rule 11.8 will not apply in respect of:
     1. Any criminal liability; or
     2. In respect of a Board Member, a liability that arises in respect of a breach out of the duty to act in good faith and in the best interests of GMA; or
     3. In respect of a Member or employee, a liability that arises in respect of a breach of any fiduciary duty owed to CMA.
  4. An indemnity conferred by Rule 10.8 will not apply in respect of any liability or costs in respect of which an indemnity is prohibited by any legislation or law.

# Bylaws

* 1. The Board from time to time may make and amend bylaws, and policies for the conduct and control of Club activities and codes of conduct applicable to Members. 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.

1. DEFINITIONS
   1. In these Rules, unless the context requires otherwise, the following words and phrases have the following meanings:

‘***Act’*** means the Incorporated Societies Act 1908 or any Act 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.

‘***Annual General Meeting***’ means a meeting of the Members of CMA held once per year which, among other things, will receive and consider reports on GMA’s activities and finances.

‘***Associated Person***’ means a person who:

* + 1. May obtain a financial benefit from any matter being dealt with by any Member (as a Board Member, or in any General Meeting, or otherwise for CMA) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that Member,
    2. May have a financial interest in a person to whom any matter being dealt with by any Member (as a Board Member, or in any General Meeting, or otherwise for CMA) relates,
    3. Is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any Member (as a Board Member, or in any General Meeting, or otherwise for CMA) relates,
    4. May be interested in the matter because CMA’s constitution so provides,

but no such Member shall be deemed to have any such interest:

* + 1. Merely because that Member receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
    2. If that Member’s interest is the same or substantially the same as the benefit or interest of all or most other members of CMA due to the membership of those members; or
    3. If that Member’s interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that Member in carrying out that Member’s responsibilities under this Act or CMA’s constitution.

‘***Board***’ means CMA’s governing body.

‘***Board Member***’ means a member of the Board.

‘***Chairperson’*** means the Board Member responsible for, among other things, overseeing the governance and operations of CMA, chairing Board Meetings, chairs General Meetings and is the official representative of CMA at ceremonial and other public occasions.

‘***Clear Days***’ means complete days, excluding the first and last-named days (for instance, excluding the date a Notice of meeting is notified to Members and the date of the meeting).

‘***Contact Person****’ or ‘****Contact Persons***’ means the person or persons holding the position of contact person of CMA for the purposes of Rules 10.5 and 10.6.

‘***Decision-maker***’ means the Board or any such sub-committee or person considering any grievance or complaint under Rules 7.8 and 7.9.

‘***Disqualification Criteria***’ means, subject to the Act, the following requirements are not met, and the person concerned is not entitled to be appointed to or hold office as a Board Member:

* + 1. A person who is under 16 years of age,
    2. A person who is an undischarged bankrupt,
    3. A person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
    4. A person who is disqualified from being a member of the Board of a charitable entity under section 31(4)(b) of the Charities Act 2005,
    5. A person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
       1. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961),
       2. an offence under section 143B of the Tax Administration Act 1994,
       3. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii),
       4. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,
    6. A person subject to:
       1. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
       2. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
       3. a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

‘***Financial Gain of Members***’, CMA will not operate for the financial gain of Members simply if CMA:

* + 1. Engages in trade,
    2. For matters that are incidental to the purposes of CMA, pays a Member of CMA for matters that are incidental to the purposes of the society and the Member is a not-for-profit entity,
    3. Reimburses a Member for reasonable expenses legitimately incurred on behalf of CMA or while pursuing CMA’s purposes,
    4. Provides benefits to members of the public or of a class of the public and those persons include Members or their families,
    5. Pays a Member a salary or wages or other payments for services to CMA on arm’s length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the Member than those terms),
    6. Pays any Member interest at no more than current commercial rates on loans made by that Member to CMA, or
    7. Provides a Member with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of CMA.

‘***Board Officer***’ means the employee of CMA that holds the position of Board Officer, and who has various entitlements under these Rules and other responsibilities delegated to them by the Board from time to time.

‘***General Meeting***’ means either an Annual General Meeting or a Special General Meeting of CMA.

‘***Interest***’ and being ‘***Interested***’ in a Matter:

* + 1. A member of the Board and/or sub-committee is interested in a Matter if that Member:
       1. may obtain a financial benefit from the matter; or
       2. is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
       3. may have a financial interest in a person to whom the matter relates; or
       4. is a partner, director, member of the Board and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the Matter relates.
    2. However, a member of the Board and/or sub-committee is not interested in a Matter—
       1. merely because the member receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
       2. if the member’s interest is the same or substantially the same as the benefit or interest of all or most other Members due to the membership of those Members; or
       3. if the member’s interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member in carrying out their responsibilities under the Act or the Rules.

‘***Matter***’ means:

* + 1. CMA’s 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 CMA.

‘***Member***’ means a person properly admitted to CMA who has not ceased to be a Member of CMA, and where the context allows includes people who have agreed to assume the obligations of Members to CMA.

‘***Non-Voting Member****’* means a Member who is Unfinancial.

‘***Not-for-profit Entity***’ means any of the following:

1. A society incorporated under the Act.
2. A charitable entity or
3. Any other society, institution, association, organisation, or trust that is not carried on for the private benefit of an individual, and whose funds are applied entirely or mainly for benevolent, philanthropic, cultural, or public purposes in New Zealand.

‘***Notice***’ to Members means notice delivered to the Members by CMA using each Member’s contact information provided to CMA in accordance with these Rules. 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.

‘***Register of Interests***’ means the register of Interests of Board Members kept under these Rules.

‘***Register of Members***’ means the register of Members kept under these Rules.

‘***Returning Officer***’ means the person holding the position of returning officer of CMA for the purposes of Rules 3.23 and 3.24.

‘***Rules***’ means the rules in this Constitution.

‘***Secretary***’ means a portfolio of responsibilities allocated to a Board Member or Board Officer, which may include keeping the Register of Members, the Register of Interests, and recording the minutes of General Meetings and Board meetings.

‘***Special General Meeting***’ means a meeting of the Members, other than an Annual General Meeting, called for a specific purpose or purposes.

‘***Unfinancial***’ and ‘***Unfinancial Member***’ has the meaning given to it in Rule 3.10.

‘***Treasurer***’ means a portfolio of responsibilities allocated to a Board Member which may include, among other things, overseeing the finances of GMA.

‘***Voting Member***’ means a Member who is not Unfinancial.

* 1. In these Rules, unless the context otherwise requires or specifically states otherwise:
     1. The table of contents, headings and descriptions relating to sections of the Act, are inserted for convenience only and shall be ignored in construing these Rules.
     2. The singular includes the plural and vice versa.
     3. Reference to a statute or other law includes regulations, rules, orders and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether before or after the date of adoption of these Rules).
     4. "Written" and "in writing" include any means of reproducing words, figures and symbols in a tangible and visible form.
     5. Words and expressions defined or explained in the Act (unless expressly defined or explained in these Rules) have the same meaning in these Rules.
     6. Any word or expression equivalent with a definition in these Rules has a meaning corresponding or construed to that definition; and
     7. References to Rules and sub-Rules are references to Rules and sub-Rules in these Rules, unless stated otherwise.