

Bay of Islands Yacht Club Incorporated (The Incorporated Societies Act 2022)



Bay of Islands Yacht Club Inc.

CONSTITUTION

6 October 2023

BAY OF ISLANDS YACHT CLUB INC.

RULES

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DEFINITIONS

In the following Constitution, the words below have the meaning specified:

‘Act’	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.
‘Associated Person’	Means a person who may financially benefit from any matter being dealt with by any Member (as a Committee Member, or in any General Meeting, or otherwise for the Club) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, or first cousin of that Member. They may have a financial interest in a person to whom any matter being dealt with by any Member (as a Committee Member, or in any General Meeting, or otherwise for the Club) relates. Is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to who any matter being dealt with by any Member (as a Committee Member, or in any General Meeting, or otherwise for the Club) relates. Or may be interested in the matter because the Club’s constitution so provides.
‘Audio Visual’	Such Audio Visual platforms available at the Clubs meeting as notified to members in the relevant notice of meeting.
‘Clear days’	Means complete days, excluding the days of the notice and the date of the meeting.
‘Club’	Bay of Islands Yacht Club Incorporated Society.
‘Club facilities’	Includes boats, clubhouse, moorings, and slipway.
‘Commodore’	Is the Committee Member responsible for, among other things, overseeing the governance and operations of the Club and chairing General Meetings.
‘Dependent person’	Dependent person is a person up to the age of 21 or a disabled person who is primarily under the care and responsibility of the person and living with that person as a member of their family and substantially reliant on that person for financial support.
‘Financial Year’	From 1 st June to 31 st May.
‘General Committee’	Means the Club’s governing body.
‘General Meeting’	Either an Annual General Meeting or a Special General Meeting of the Club.
‘In Writing’	Written on paper in manuscript, typed, printed, or electronically reproduced.
‘Member’	A person properly admitted to the Club who has not ceased to be a member of the Club.
‘Notice’	To Members includes any notice given by post, courier, or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.
‘Rules’	The rules in this document.

'Secretary'	Is the Committee Member responsible for, among other things, keeping the Register of Members, the Register of Interests, and recording the minutes of General Meetings and Committee Meetings.
'Treasurer'	Is the Committee Member responsible for, among other things, overseeing the finances of the Club.
'Two-thirds Majority'	Is deemed to include the words 'of the full financial members present'.

In addition, words imputing a singular number include the plural.

1. NAME

The name of Club is "Bay of Islands Yacht Club Incorporated". (In these **Rules** referred to as the '**Club**').

2. OBJECTIVES

Its objectives are to honour Lord and Lady Bledisloe's Gift of Waitangi to the People of New Zealand through:

- a. The encouragement of yachting and boating generally and any other purposes that the members deem necessary.
- b. Fostering family participation in aquatic activities at an affordable level to all.
- c. Provide and advocate for the continuance of moorings, sailing, slipway, and social activities.
- d. Supporting community outreach programs.
- e. Fostering the social and community spirit of the Club.
- f. Maintain the ethos of operating as a volunteer run Club.
- g. To acquire, dispose of, mortgage, lease, charge, issue debentures, and whether interest free or otherwise, deal with any real or personal property for any purpose or objectives, as determined by an Annual General or Special General Meeting of The Club.

2.1. The Club must not operate for the objectives of, or with the effect of:

- 2.1.1 Any Member of the Club deriving any personal financial gain from membership of the Club, other than as may be permitted by law, or
- 2.1.2 Returning all or part of the surplus generated by the Club's operations to Members, in money or in kind, or
- 2.1.3 Conferring any kind of ownership in the Club's assets on Members.

2.2 The Club will not operate for the financial gain of Members simply if the Club:

- 2.2.1 Engages in trade.
- 2.2.2 For matters that are incidental to the objectives of the Club, pays a Member of the Club that is a body corporate that is not, or are the trustees of a trust that are not, carried on for the private pecuniary profit of any individual.
- 2.2.3 Reimburse a Member for reasonable expenses legitimately incurred on behalf of the Club or while pursuing the Club's objectives.
- 2.2.4 Provide benefits to members of the public or of a class of the public and those persons include Members or their families.
- 2.2.5 Pays a Member a salary or wages or other payments approved by the General Committee for services to the Club 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.

2.2.6 Pays any Member interest at no more than current commercial rates on loans made by that Member to the Club.

2.2.7 Provides a member with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the objectives of the Club.

2.3 No Member, or Associated Person, is allowed to take part in, or influence any decision made by the Club in respect of payments to, or on behalf of, the Member or Associated Person of any income, benefit, or advantage.

2.4 Any payments made to a Member or Associated Person must be for goods and services that Advance the objectives and must be reasonable and relative to payments that would be made between unrelated parties.

3. ACT AND REGULATIONS

Nothing in this Constitution authorizes the Club to do anything which contravenes or is inconsistent with the Statute, any regulations made under the Statute, or any other legislation.

4. REGISTERED OFFICE

The registered Office of The Club shall be Waitangi, Bay of Islands, Paihia 0200 or at such other place as shall from time to time be determined by a General Committee meeting.

5. POWER TO BORROW MONEY

Borrowing is subject to the approval of a two-thirds majority at a General Meeting called for the purpose and verified at a second General Meeting not less than 30 clear days and no longer than 60 clear days from the first meeting.

6. MEMBERSHIP

The Club shall maintain the minimum number of Members required by the Act.

Any person who supports the objectives of the Club shall be eligible for membership to The Club. Every **Member** shall provide the Club with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **Club** of any changes to those details.

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

6.1 Membership shall be offered in nine categories.

6.2 There are two types of memberships being **FULL** (**F** denotes) and **PART** (**P** denotes)

6.3 Definitions of category types.

- a. **Life (F)** Life members shall comprise members of long standing, in recognition of distinguished services given to The Club. Candidates shall be nominated by two members of at least five years standing. The nomination to be lodged in writing to the Secretary before the AGM. The nomination shall be proposed at the Annual General Meeting and be passed with a two-third majority. Life members pay no subscription. The Club may have no more than 5% of the Full financial members as Life members at the

time of appointing a new life member. Life Membership shall not allow the Life Member to use the club facilities without cost. The partner of a Life member shall be exempt from paying subscription fees for the duration of that Life membership.

- b. **Family (F)** Family members shall comprise of one or two adults with or without children up to 21 years. A fully dependent persons over 21 years of age may be included at the discretion of the General Committee.
- c. **Individual (F)** Individual members are those who do not opt for or qualify under another membership category.
- d. **Veteran (F)** Veteran members are those who have reached 75 years of age and have been active full members for over 15 years. Veteran Membership shall not allow the Veteran Member to use the club facilities without cost. The intent of this category is to recognize long service and association with the club.
- e. **Patron (F)** Should the Club deem it desirable, a person may be invited to accept the status of Patron of the Club. The Patron will hold no formal appointment within the Club. The Patron on acceptance, will be extended the privilege of free membership for the duration of their tenure.
The Patron will continue to serve indefinitely, however the Patron may terminate the agreement at any time. It is not mandatory that the position be filled continuously or on a regular basis.
- f. **Junior (P)** Junior members shall be under the age of 21 years on May 31 and are a dependent.
- g. **Social (P)** Social members are those who wish to enjoy the social activities of the club.
- h. **Long Distance (P)** Long Distance members are those who reside permanently more than 150 kilometers from the Clubhouse.
- i. **Honorary (P)** Should the Club deem it desirable. Honorary membership shall be bestowed only in exceptional cases to individuals to support the Clubs objectives. Honorary membership is granted to a person for a period of no more than one year. The nomination shall be seconded by an officer of the club.

6.4 Entitlements.

6.4.1 Full members shall enjoy all the privileges and facilities of the club and will be entitled to one vote per membership.

6.4.2 Part members shall enjoy all the activities of the club, but may not hold office, vote, or use the club boating, mooring, or slipway facilities.

6.5 Exemptions.

6.5.1 Junior members shall be afforded access to club boating facilities.

6.5.2 One nominated social member has the right to be a full voting member on the General Committee.

6.6 Nominations.

Any person, intending to become a member of the Club, must complete a new membership form and their consent in writing. The form must be nominated and seconded by two full members who have been members of The Club for at least 3 years. Membership forms will be reviewed by the General Committee at their next monthly meeting. A person may be elected to membership by the General Committee with a

two-thirds majority vote. A person that is accepted for membership will then be issued an invoice for the relevant membership fee.

6.7 The General Committee shall maintain a register of members of the club which shall record all information required by the Incorporated Societies Act 2022 and its Regulations. This register of members shall be updated as soon as reasonably practicable after the General Committee becomes aware of changes to the information recorded on the register.

7. FEES

All members shall pay an annual subscription. Any changes to the annual subscription shall be passed by resolution of two-thirds majority at the Annual General Meeting for the following year.

7.1 The subscription year is 01 June to 31 May of following year. Subscriptions and other related charges or fees shall be paid before 01 August. The General Committee may grant an extension of time to make full payment by 01 March following written request from a member.

7.2 Any member who has not paid their subscription before the 01 August:

- 7.2.1 Will be barred from all the privileges of being a member.
- 7.2.2 Will not be able to vote at any meeting.
- 7.2.3 Exemptions may be approved by the General Committee as defined in 7.1.

8. LEAVE

Members may apply for leave for a period of one year without fee whilst out of the area. The General Committee may extend this period a further twenty-four months upon provision of a written request.

9. RESIGNATION/CEASING TO BE A MEMBER

A Member ceases to be a member:

9.1 On death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership)

9.2 Upon resignation which should be given in writing to the Secretary of the Club, such resignation taking effect after seven days. If given verbally the secretary will confirm to the member resigning in writing that the club accepts the resignation and the clubs understanding of the reasons. Upon resignation the member is not released from the payment of any fee, subscription, levy, or other funds due and payable before the date of resignation. If the member has property on Club premises this property may be removed at the member's expense organized by the General Committee. Exemptions shall be approved by the General Committee as defined in 7.1.

9.3 A member having not paid their annual subscription, or any other related charges or fees due to the Club on or before 31 October of the year in which the subscription is set, shall have their membership cancelled at the first General Committee meeting following. They shall not be entitled to vote at any meeting, nor participate in a club activity nor

use club facilities, unless an extension to the time for payment has been granted pursuant to clause 7.1.

9.4 On termination of a member's membership following a dispute resolution process under these Rules.

9.5 If a membership is canceled from the Register a reapplication for membership will need to be completed. Any former Member may apply for re-admission in the manner prescribed for new applicants and may be re-admitted by a two-thirds majority vote of the General Committee.

9.6 However, if a former Member's membership was terminated following a dispute resolution process, the applicant may be re-admitted only by a General Meeting on the recommendation of the General Committee.

10. COMPLAINTS AND DISPUTES CONDUCT

The General Committee is responsible for all aspects of the complaint and dispute process.

The General Committee reserves the right to form a complaint or disputes sub-committee that may consist of other members of the Club.

The General Committee reserves the right to use third party mediation to resolve a complaint or dispute.

When dealing with complaints and disputes the General Committee must:

10.1 Act in a way that is fair and impartial.

A member of the General Committee may not act as a decision maker in relation to a complaint or dispute, if that member is a party to the complaint or dispute or has, or will, provide evidence in support of any party to the complaint or dispute. All members of the General Committee must declare any such conflict or involvement to the General Committee at upon notification of the complaint or dispute.

10.2 Consider and give even weight to all submissions received.

10.3 Keep all written submissions and full minutes of all oral submissions together and confidential.

10.4 Keep the parties involved in the complaint or dispute fully informed of all relevant details along with regular updates of the process.

10.5 The General Committee will maintain confidentiality of the identity of the complainant or relevant submitters upon their request. Breaches of confidentiality shall be treated by the General Committee as a complaint or dispute.

11. COMPLAINTS AND DISPUTES PROCESS

If a complaint is made or a dispute is notified in writing to the Secretary that a member is alleged to have either committed a breach of the Club Constitution or Bylaws or shown discourtesy to a Club officer or member or been guilty of misconduct in or out of the Club, which the General Committee considers injurious or prejudicial to the character, welfare or interests of the Club, a special meeting of the General Committee may be called.

If a complaint or dispute has been received in writing the process shall be.

11.1 The Secretary shall acknowledge receipt of the complaint or dispute to the member making the complaint.

11.2 The Secretary shall notify the General Committee of the complaint or dispute.

11.3 The member being named in the complaint or dispute shall be informed of the allegations and be given seven days to provide the General Committee with a submission.

11.4 Written complaints or disputes should contain as much information as possible to allow the General Committee to review and make an informed decision. These shall include:

11.4.1 Date, time, and location

11.4.2 Clear and concise details of alleged incident

11.4.3 How the member's rights and interests were impacted

11.4.4 Any other supporting information

11.5 After the General Committee receives all submissions, they have seven days to enquire into and review the submission. The General Committee may decide not to proceed with the complaint or dispute if it is agreed to by two-thirds majority vote of the General Committee that:

11.5.1 The complaint or dispute is trivial

11.5.2 The complaint or dispute does not appear to disclose or involve any material misconduct or material damage to a member's rights or interests.

11.5.3 The complaint or dispute is without foundation or there is no apparent evidence to support it.

11.5.4 The complaint or dispute has already been investigated and dealt with by or on behalf of the Club.

11.6 The General Committee will enquire into and review the allegations and if deemed necessary and agreed to by a two-thirds majority vote of the General Committee, the members involved in the complaint or dispute shall be asked to attend a Special meeting. If the complaint or dispute is proven, the General Committee may take the following action:

11.6.1 Take no action

11.6.2 Censure the member

11.6.3 Suspend the member for a period not exceeding 180 days. During that time the member shall not be entitled to any of the privileges of membership of the Club.

11.6.4 Ask the member to resign. If their resignation is not received within seven days, then the Club will call a Special General Meeting where the matter will again be considered, and the Club may expel the member.

This does not release the member from paying any debts that may be owed to the Club.

~~11.6.5 Any member found guilty of any breach or misconduct and penalty imposed pursuant to clauses 11.6.2, 11.6.3 or 11.6.4 may not hold office, be a committee member, or be eligible for life membership for two years.¹~~

11.6.5 Issue a letter of warning to any member found guilty of any breach or misconduct and penalty imposed pursuant to clause 11.6.2. with the understanding that if further complaints are proven within the following two years that the penalty imposed will be pursuant to clause 11.6.6.

11.6.6 Any member found guilty of any breach or misconduct and penalty imposed pursuant to clauses 11.6.3 or 11.6.4 may not hold office, be a committee member, or be eligible for life membership for two years.”

11.7 If a complaint or dispute is received in writing against the General Committee or a member of the General Committee, the General Committee must refer the complaint to an impartial third-party mediator. That person(s) must follow the process defined in item ten (10) and 11 of this constitution.

12. COMPLAINTS AND DISPUTES APPEAL PROCESS

A member being the subject of a complaint or dispute, or a complainant may appeal the General Committees decision in writing within ten days of the notification of the decision.

If an appeal is received by the General Committee, then a complaint and or dispute sub-committee will be formed that may consist of other members of the Club to hear the appeal and all submissions presented. The sub-committee will follow the steps found in item ten (10) and 11 of this constitution.

13. GENERAL COMMITTEE

13.1 The General Committee shall consist of not fewer than nine members or more than 15 and shall be Members, natural persons and not disqualified by these Rules or the Act. The General Committee will include the Officers of the Club and up to four other members who are all elected at the Annual General Meeting. The General Committee members shall be comprised of representatives from the four key areas of the Club- Moorings, Sailing, Slipway and Social. A maximum of two members from a Family Membership shall sit on the General Committee at any one time.

13.2 The Officers of the Club elected at the Annual General Meeting shall comprise the
Commodore
Vice Commodore
Rear Commodore
Secretary
Treasurer
Club Captain
Bar Manager
Boats Manager
House Manager
Moorings Manager
Slipway Manager

- 13.3** Elected officers when standing for election or when new situations arise must declare all possible conflicts of interest and that these are recorded in the minutes of the meeting and in a Register of Interest. When a conflict of interest exists as agreed to by the General Committee, the elected member who is conflicted will not be able to vote regarding the matter at hand.
- 13.4** The Commodore, Vice Commodore and Rear Commodore shall constitute the Flag Officers of the Club. The Commodore shall hold only one position on the General Committee at any given time. However, if a position remains vacant after the conclusion of the AGM the General Committee may second any member of the Club to fill the position.
- 13.5** The Commodore is the principal Flag Officer of the Club and shall preside at General Committee, Special General Meetings and Annual General Meetings. Their term of office shall be no more than two years consecutively/at any one time. The Vice Commodore shall be the senior deputy; the Rear Commodore shall be junior deputy.
- 13.6** The Flag Officers, individually or all, may attend, take part in any meeting of any committee or sub-committee of the Club but may not vote unless they are a designated member of such committee.
- 13.7** A candidate for Flag Officers shall have served as a member of the General Committee for at least two years.
- 13.8** The Immediate past Commodore shall have a right to sit on the General Committee immediately following their term as Commodore. They shall have full voting rights.

14. ELECTIONS OF THE GENERAL COMMITTEE

- 14.1** Nominations are to be notified in writing on the Nomination Board and must have both the nominee and nominators signatures. Nominee and Nominators must be financial members of the Club for not less than two years. The nomination board will be displayed in the Clubhouse until seven full days prior to the Annual General Meeting.
- 14.2** Any candidate for the General Committee or nominee must be financial and have been a member for two years.
- 14.3** If there are insufficient nominations to fill all the positions, then additional nominations may be taken from the floor, at the Annual General Meeting or co-opted as required.
- 14.4** Votes shall be cast in such a manner as the Commodore of the Annual General Meeting shall determine.
- 14.5** Two Members (who are not nominees) or non-Members appointed by the Commodore of the Annual General Meeting shall act as scrutineers for the counting of the votes and destruction of any voting papers.

14.6 In the event of any vote being tied the tie shall be resolved by the incoming Committee (excluding those in respect to whom the votes are tied).

14.7 At each Annual General Meeting, all Officers and Committee members shall retire from office, but will be eligible for re-election with exception of the Commodore, refer to 13.5. All Officers and Committee members shall remain in office until an announcement of the voting has been made.

15. POWERS AND CONDUCT OF THE GENERAL COMMITTEE

15.1 The General Committee shall meet at least once each calendar month except for January in each year.

15.2 Meetings, including audio visual, can be convened by a flag or club officer as required. A quorum shall consist of seven members of the General Committee, and two of those seven must be flag or club officers.

15.3 All funds spent by The Club, must first be authorized by the General Committee.

15.4 A member of the General Committee who fails to attend three consecutive meetings shall be deemed to have resigned. Attendance by audio visual is deemed to be present.

15.5 Any member may attend any General Committee meeting to speak on a specific issue, however they may not vote.

15.6 Any or all General Committee members may be removed from office at a Special General Meeting by a two-thirds majority. Following a vote of no confidence or breaches under 11.6.

15.7 The General Committee meeting will be chaired by the Commodore, and in the Commodore's absence another Flag Officer or Club Officer can preside.

15.8 Subject to any restriction of the Act or in these Rules, the General Committee shall manage the affairs, concerns, and business of the Club as long as it is not contradictory to the Constitution and or the lease agreement with Waitangi National Trust.

15.8.1 Acquire or sell any property excepting land, buildings, or fixtures.

15.8.2 Construct, maintain buildings, and facilities, while planning for the environmental and climate effects that may pose a risk to these constructions, buildings, or facilities.

15.8.3 Negotiate any contract, sign any lease or agreement.

15.8.4 Control and invest the Club's funds.

- 15.8.5 Appoint any member to fill any vacancy or position.
- 15.8.6 Appoint committees and sub-committees as required.
- 15.8.7 Hire, pay and dismiss contractors.
- 15.8.8 Decline or refuse any membership nomination without assigning a reason.
- 15.8.9 Regulate use of Club buildings and facilities.
- 15.8.10 Hold enquiries into any matter or dispute affecting the Club and/or its members.
- 15.8.11 Define the duties of any officer, appointee, committee, or sub-committee
- 15.8.12 Exercise all effort and resources to attain the objectives of the Club.
- 15.8.13 Manage the Annual Mooring Pole Replacement so it clearly shows the running balance that is available for this ongoing work.

16. ANNUAL GENERAL MEETINGS –

- 16.1** The financial year of the Club will be 01 June until 31 May of each year. The financial accounts will be balanced as of 31 May. Financial statements will be presented at the Annual General Meeting that comply with any audit or review as required.
- 16.2** The Annual General Meeting (AGM) shall be held between 01 August and 31 August each year. The actual date will be decided by the General Committee. The meeting shall include.
 - 16.2.1 Commodore's Report.
 - 16.2.2 Confirm the minutes of previous Club Meetings
 - 16.2.3 Adopting the Annual Report.
 - 16.2.4 Statement of Accounts.
 - 16.2.5 Notice of any disclosures of conflicts of interest made by General Committee Members during that period including a summary of the matters, or types of matters, to which those disclosures relate.
 - 16.2.6 Approve discretionary spending limit of the General Committee.
 - 16.2.7 Elect Club Officers and General Committee.
 - 16.2.8 Determine the annual Subscriptions for the following year.
 - 16.2.9 Consider any Notices of Motion.
 - 16.2.10 Consider any General Business
 - 16.2.11 Appoint the reviewer/auditor who is a CAANZ member.
 - 16.2.12 Any other General Business.
- 16.3** The AGM may be deferred in external unavoidable extreme circumstances to a date beyond 31 August.

16.4 A notice shall be sent to every member by email and posted on the Club noticeboard not less than 14 clear days before the set date of the meeting outlining the business to be transacted, Notices of Motion and calling for General Committee Nominations. The General Meeting and its business will not be invalidated simply because one or more Members do not receive the Notice.

16.5 An agenda shall be sent to every member by email not less than seven clear days before the date set containing the Annual Report, the Statement of Accounts for the financial year and a nomination form, together with any Notices of Motion received.

16.6 The Commodore or another Flag Officer shall preside at this meeting, and in the case of equality, shall have a casting in addition to a deliberate vote.

16.7 Every FULL member attending, i.e., Life, Family, Individual, Veteran, or Patron shall be entitled to exercise one vote on each and any motion. Absentee voting is permitted. Absentee votes shall be requested in writing by a member to the Secretary. The Secretary will post or email a voting form to the member's registered home or email address to be signed and completed by the member. The member shall return the completed voting form either in person or by email back to the Secretary at least one clear day before the meeting. Proxy voting is not permitted.

16.8 The mode of voting shall be:

16.8.1 For all motions by a show of hands. The declaration by the chair that a resolution has been carried shall be deemed conclusive, but should a poll be demanded by four or more members, the vote shall be taken in writing.

16.8.2 A secret ballot shall be used for elections where there are multiple nominations for an individual vacancy, and for the election of Life Members.

16.9 All other motions shall be carried by a simple majority.

16.10 The quorum at an Annual General Meeting shall be 25% per cent of the "Full" membership. Electronic attendance via audio-visual shall be accepted. If after 30 minutes from the designated start time, a quorum is still not present, the meeting will be adjourned until the same time next week at the same place. If at this reconvened meeting a quorum is still not present, those full members present will form a quorum, and the meeting can go ahead.

17. SPECIAL GENERAL MEETINGS

17.1 A Special General Meeting, called for a specific purpose or purposes, may be ordered by the Commodore, or requisitioned in writing by seven members of the General Committee, or by ten full members of the Club. On receipt of such order or requisition, the Secretary shall send to every member by email and post on the Club noticeboard not less than 14 clear days before the set date of the meeting outlining the meeting and its purpose. The General Meeting and its business will not be invalidated simply because one or more Members do not receive the Notice.

17.2 In the event of the Secretary failing to notify such a Special General Meeting, the Commodore or the members signing the requisition shall convene the meeting immediately.

17.3 No business other than that set out may be discussed at that meeting.

17.4 The Chair will be taken by the Commodore, in the absence of the Commodore, any other member of the General Committee can take the chair.

17.5 Every FULL member attending, i.e., Life, Family, Individual, Veteran, or Patron shall be entitled to exercise one vote on each and any motion. Absentee voting is permitted. Absentee votes shall be requested in writing by a member to the Secretary. The Secretary will post or email a voting form to the member's registered home or email address to be signed and completed by the member. The member shall return the completed voting form either in person or by email back to the Secretary at least one clear day before the meeting. Proxy voting is not permitted.

17.6 For all motions by a show of hands. The declaration by the chair that a resolution has been carried shall be deemed conclusive, but should a poll be demanded by four or more members, the vote shall be taken in writing.

17.7 All motions shall be carried by a two-thirds majority.

17.8 The quorum at a Special General Meeting shall be 25% per cent of the "Full" membership. Electronic attendance via audio-visual shall be accepted. If after 30 minutes from the designated start time, a quorum is still not present, the meeting will be adjourned until the same time next week at the same place. If at this reconvened meeting a quorum is still not present, those full members present will form a quorum, and the meeting can go ahead.

18. FUNDS

The funds of the Club shall be held in such general accounts as the General Committee directs. The Club bank accounts shall have three available signatories authorized for the purpose of approving online payments and transactions. These signatories shall be comprised of General Committee members, none of which can be in a paid position within the Club.

19. INDEMNITY

The Officers and the General Committee, each or every one of them, shall be fully indemnified by and out of the funds of the Club against any loss, damage, expense, or liability incurred by reason of, or in connection with any legal proceedings instituted against them or any of them for any act not properly done, omitted, or suffered in the performance or professional performance of their official duties.

Exclusions: Any losses attributable to deliberate breach or dishonesty will not be covered under the indemnity clause.

20. COMMON SEAL

The Common Seal shall be kept in the custody of the Secretary who shall affix it to such documents as the General Committee, by resolution, shall direct in the presence of a Flag Officer and two other committee members, all three of whom shall sign as witness.

21. DISSOLUTION

21.1 If the Club is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any Member.

21.2 The Club may be wound up in accordance with the provisions contained in the Incorporated Societies Act by resolution of a two-thirds majority at a General Meeting called for the purpose and verified at a second General Meeting not less than 30 clear days and no longer than 60 clear days from the first meeting. In the event of The Club being wound up voluntarily, all its assets will be sold and realized as soon as possible. The net proceeds will be applied to:

21.2.1 Payment of the cost of winding up.

21.2.2 Payment of all debts, liabilities, and engagement of The Club.

21.2.3 On the winding up or liquidation or removal from the Register of Incorporated Societies of the Club, its surplus assets after payment of all debts, costs and liabilities shall be vested in equally between the three Bay of Islands Yacht Clubs-Kerikeri Cruising Club, Opuia Cruising Club, and Russel Boating Club.

21.2.4 However on winding up by resolution under this rule, the Club may approve a different distribution to a different entity from that specified above, as long as the Club complies with these Rules in all other respects.

22. FLAGS

The Club Flags are as follows:

- | | | |
|-------------|------------------------|---|
| 22.1 | Ensign: | The New Zealand Red Ensign |
| 22.2 | Burgee: | Red and White quartered Pennant |
| 22.3 | Commodore's Flag: | A swallow-tailed pennant of the same design as the burgee |
| 22.4 | Vice-Commodore's Flag: | As the Commodore's Flag plus one ball near the staff |
| 22.5 | Rear-Commodore's Flag: | As the Commodore's Flag plus two balls near the staff |
| 22.6 | House Flag: | To be oblong – red and white quartered |

23. BREVIAE

The catchwords, or headings of this Constitution, will not be used in any manner that will affect the interpretation of them.

24. ALTERATION TO THE CONSTITUTION

- 24.1** These Rules may be altered, rescinded, or added to only by Notice of Motion resolved at an Annual General Meeting or a Special General Meeting by a two-thirds majority.
- 24.2** Any proposed motion to alter, rescind or add to these Rules shall be approved by at least 66% of full members and given in writing to the Secretary at least 28 clear days before the Annual General Meeting or Special General Meeting at which the motion is to be considered and accompanied in writing of an explanation of the reasons for the proposal.
- 24.3** At least 14 clear days before the Annual General Meeting or Special General Meeting at which any Rules change is to be considered the Secretary shall give to all Members written notice of the proposed motion, the reasons for the proposal, and any recommendations the General Committee has.
- 24.4** When a Rule change is approved at an Annual General Meeting or Special General Meeting by a two-thirds majority, 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.

25. CONTACT PERSON

The Society's Contact Officer must be:

- a. At least 18 years of age, and
- b. A General Committee Member, and
- c. At all times be a resident in New Zealand, and
- d. Not disqualified under the Statute from holding that office, and
- e. Shall be the Secretary

Any change in the Contact Officer 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 the Club becoming aware of the change.

Certified by the following Club Officers on 23rd February 2023

Commodore

Leon Te Haara



Signature

Secretary

Susan Perry



Signature



Member



Signature



1. APPENDIX A- Review & Amendments

Date of Amendment 17 August 2025	New Version no. V1.1
MOTION That the BOIYC Constitution section 11.6.5 is removed and replaced with the following two clause: 11.6.5 Issue a letter of warning to any member found guilty of any breach or misconduct and penalty imposed pursuant to clause 11.6.2. with the understanding that if further complaints are proven within the following two years that the penalty imposed will be pursuant to clause 11.6.6. 11.6.6 Any member found guilty of any breach or misconduct and penalty imposed pursuant to clauses 11.6.3 or 11.6.4 may not hold office, be a committee member, or be eligible for life membership for two years.” MOVED Don Martin SECOND Terry Dunne CARRIED UNANIMOUSLY Deleted Content <i>11.6.5 Any member found guilty of any breach or misconduct and penalty imposed pursuant to clauses 11.6.2, 11.6.3 or 11.6.4 may not hold office, be a committee member, or be eligible for life membership for two years.</i> Reason for Amendment The current constitution provides for four actions when an allegation against a member is proven through the complaints and disputes process. 11.6.1 Take no action 11.6.2 Censure the member 11.6.3 Suspend the member for a period not exceeding 180 days. During that time the member shall not be entitled to any of the privileges of membership of the Club. 11.6.4 Ask the member to resign. If their resignation is not received within seven days, then the Club will call a Special General Meeting where the matter will again be considered, and the Club may expel the member. This does not release the member from paying any debts that may be owed to the Club. 11.6.5 Any member found guilty of any breach or misconduct and penalty imposed pursuant to clauses 11.6.2, 11.6.3 or 11.6.4 may not hold office, be a committee member, or be eligible for life membership for two years. A result of the wording in 11.6.5 is that any censure, 11.6.2, results in an automatic severe consequence required in 11.6.5. The General Committee feels that they need some discretion as not all breaches that require censure justify the harsh punishment required in 11.6.5 and that a letter of warning may be all that is required.	