

CONSTITUTION

OF

Whakaraupō Recreation

Incorporated

Treasurer

Dave Bastin



Chair

Jamie Macgregor



Secretary

Miriam Denney



01/12/2022

Amended Nov 2022

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1. NAME

The name of this incorporated society is “Whakaraupō Recreation Incorporated” {Whakaraupō Recreation}

2. OFFICE

The registered office of Whakaraupō Recreation Incorporated (Whakaraupō Recreation) shall be at such place as the Board of Whakaraupō Recreation Incorporated may determine. Due notice of any change in place of the registered office shall be given to the Registrar of Incorporated Societies, and to all Members of Whakaraupō Recreation Incorporated

3. OBJECTS

- 3.1 To encourage and support all forms of sea-based aquatic and community-based sport, safety, recreation and education at Tapoa Naval Point for and or through the clubs, their members, the community and all recreation participants.
- 3.2 To develop or contribute to the design of the facilities and infrastructure (land and water-based) at Naval Point into a pre-eminent set of spaces for member organisations and the community.
- 3.3 To promote Te Tiriti o Waitangi by ensuring the Naval Point area is developed through a strong mana whenua partnership with Ngāti Wheke that translates into a culturally relevant emphasis on inclusion and care of the environment.
- 3.4 To create management and operational systems that deliver highest quality experiences in a transparent manner providing value to all members and participants of the hub and ensuring safe and responsible activation and use of recreation and sport facilities, e.g. clubrooms, social venues, boats/crafts, equipment, jetties, ramps, storage facilities, marina and launch points at Whakaraupō Recreation.
- 3.5 To contract member organisations to deliver quality services (administration, compliance, shared services, hospitality, events and programmes) for the communities-of-interest based at the hub facilities.
- 3.6 To operate, build, develop, manage, lease, retrofit, rent and/or own facilities and infrastructure in its own right or on behalf of the Organisational Member’s as agreed.
- 3.7 To ensure Whakaraupō Recreation members and its member organisations have an environment that enables full access of less able-bodied persons to sport and sea-based experiences, and inclusion of the needs of LGBTIQ+ communities.
- 3.8 To always support safe access and use of the Whakaraupō at all times, for all users through the provision of infrastructure, education, resources, and supervision of the Naval Point marine area.
- 3.9 To work with its partner Christchurch City Council as land owner of Naval Point.
- 3.10 Seek funding, manage services and carryout business and social enterprise activity establish subsidiaries, incorporate or become a shareholder in companies, and become a member of any society where it supports the objects (1-9).

4. POWERS

The powers of Whakaraupō Recreation Incorporated shall be:

- 4.1. To establish a Board together with such Committees or other groups as the Board shall determine to ensure the advancement and attainment of any of the objects of Whakaraupō Recreation Incorporated and to delegate its powers and functions to such groups.
- 4.2. To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any rights and privileges in connection with such property and to hold, improve, manage, develop, let or lease, sell, exchange or otherwise dispose of any such property, rights or privileges.
- 4.3. To borrow and raise money in such manner as Whakaraupō Recreation Incorporated may determine.
- 4.4. To invest and deal with monies of Whakaraupō Recreation Incorporated not immediately required for the purposes of in such a manner as the Whakaraupō Recreation Incorporated Board thinks fit and to invest the same on mortgage or in the purchase of real, leasehold or personal property or securities or by depositing same with any bank on interest bearing terms, while insuring that sound investment management is exercised”
- 4.5. To determine, raise and receive monies by way of subscription, fees, levies, grants (including government funding), donation, or otherwise.
- 4.6. To employ the services of such staff, on such terms as the Board determines as appropriate, to work for and on behalf of Whakaraupō Recreation Incorporated.
- 4.7. To determine who may be Members of Whakaraupō Recreation Incorporated.
- 4.8. To take or defend legal proceedings of any kind.
- 4.9. To take and effect insurance (including officers liability insurance).
- 4.10. To do all such acts or things as are incidental, conducive, or subsidiary to all or any of the objects of Whakaraupō Recreation Incorporated.

5. MEMBERS

Membership categories

The Membership of Whakaraupō Recreation Incorporated (collectively called “Members”) shall consist of:

- 5.1. General Members
- 5.2. Partners

General Members

- 5.3. A General Member shall be any organisation or Corporate Body who has sought and been accepted for Membership after the founding of Whakaraupō Recreation Incorporated as determined in rule 5.7. Member organisations at initial starting state

are referred to in Appendix A to this constitution.

- 5.4. A General Member must provide evidence that they have sought and gained agreement of 70% of their members from a special meeting according to their rules with 8 months of applying for membership of Whakaraupō Recreation Incorporated.

Partners

- 5.5. Partners of Whakaraupō Recreation Incorporated shall be any organisation that Whakaraupō Recreation forms a strategic relationship with because of mutually inclusive aims. Partnership organisations at initial starting state are referred to in Appendix B to this Constitution.

Admission to Membership

- 5.6. Membership of Whakaraupō Recreation Incorporated shall bind all Members to abide by the general provisions of this Constitution and decisions of Whakaraupō Recreation Incorporated. (See clause 5.6)The Board may make rules determining the procedure to be followed by any applicant for Membership.

5.6.1 The Board shall have the sole discretion to determine whether any applicant shall be admitted to Membership of Whakaraupō Recreation Incorporated provided that any organisation applying for General Membership shall:

5.6.2 Be a Society incorporated under the Incorporated Societies Act 1908 or any other Corporate Body. (for example, companies or charitable trusts) or be an organisation in name only.

5.6.3 Be involved in the delivery of all forms of sea-based aquatic and community-based sport, safety, recreation and education (see definition p.3)

Membership fees

- 5.7 The Board shall determine:

5.7.1 By agreement with 100% of the Members, a Membership fee and all other fees payable by General Members to Whakaraupō Recreation Incorporated, if any.

5.7.2 The date and manner by which such fees shall be paid to Whakaraupō Recreation Incorporated

Member rights and obligations

5.8 Members acknowledge and agree that:

- 5.8.1 This Constitution is not a contract between each of them and Whakaraupō Recreation Incorporated and that they are not bound by its terms and any Regulations, By Laws, or Rules of Whakaraupō Recreation Incorporated but that they will be bound by any agreements formed via lease or other legal document that they form individually with Whakaraupō Recreation
- 5.8.2 They must comply with this Constitution and any Regulations, Bylaws, Rules, Determinations, Resolutions or Policies which may be made or passed by the Board of Whakaraupō Recreation that form part of an MOU or individual agreement between the parties.
- 5.8.3 They are subject to the jurisdiction of Whakaraupō Recreation Incorporated only in so far as they agree with the terms laid out in this constitution
- 5.8.4 This Constitution, and any Rules, Regulations, By Laws, Resolutions or Policies implemented pursuant to it are reasonable and necessary for the promotion and furtherance of the objects of Whakaraupō Recreation Incorporated.
- 5.8.5 They are entitled to all benefits, advantages, privileges, and services of Membership as are conferred by this Constitution, and any Rules, Regulations, By Laws, Resolutions or Policies implemented by the Board.

6. CESSATION OF MEMBERSHIP

Notice of Resignation

- 6.1. Any Member who has paid all monies due and owing to Whakaraupō Recreation Incorporated may resign from Whakaraupō Recreation Incorporated by giving one month's notice in writing to Whakaraupō Recreation Incorporated of such intention to resign and upon expiration of that period of notice, the Member shall cease to be a Member

Failure to renew Membership

- 6.2. A Member ceases to be a Member upon failing to renew Membership of Whakaraupō Recreation Incorporated in accordance with the procedure set down from time to time by the Board within 3 months of being required to do so unless otherwise determined by the Board in its absolute discretion.

7. ANNUAL GENERAL MEETINGS

Annual General Meetings to be held

- 7.1 Whakaraupō Recreation Incorporated shall convene and hold an Annual General Meeting of its Members during the month of November in each year.

Ordinary Business

7.2 The ordinary business of the Annual General Meeting shall be to:

7.2.1 Confirm the minutes of the last preceding Annual General Meeting and of any General Meeting held since that meeting.

7.2.2 Receive from the Board reports upon the operation of Whakaraupō Recreation Incorporated during the last preceding financial year including the annual financial statements required under the Act.

7.2.3 Elect new appointments committee representative if applicable

Special Business

7.3 The Annual General Meeting may transact and consider special business of which notice is given in accordance with this Constitution.

Additional Meetings

7.4 The Annual General Meeting shall be in addition to any other General Meetings that may be held in the same year. Any such General Meetings shall be Special General Meetings and shall be held in accordance with the provisions of this Constitution.

Entitlement to Attend Meeting

7.5 Any person shall be entitled to attend the Annual General Meeting of Whakaraupō Recreation Incorporated.

8 SPECIAL GENERAL MEETINGS

8.2 Special General Meetings May be Held

The Board may whenever it thinks fit convene a Special General Meeting of Whakaraupō Recreation Incorporated and, where but for this Rule more than 15 months would elapse between Annual General Meetings, shall convene a Special General Meeting before the expiration of that period.

8.3 Requisition of Special General Meeting

8.3.1 The Board shall on the requisition in writing of no less than 80% of Members convene a Special General Meeting.

8.3.2 The request for a Special General Meeting shall state the object(s) of the meeting and shall be signed by or on behalf of Members making the requisition and shall be sent to Whakaraupō Recreation Incorporated and may consist of several documents in a like form, each signed by one or more of the Members making the requisition.

8.3.3 If the Board does not cause a Special General Meeting to be held within one month after the date on which the requisition is sent to Whakaraupō Recreation Incorporated, the Members making the requisition, or any of them, may convene a Special General Meeting to be held not later than 3 months after that date.

8.3.4 A Special General Meeting convened by Members under this Constitution shall be convened in the same manner, or nearly as possible as that, in which meetings are convened by the Board.

8.4 Entitlement to Attend Meeting

Any person shall be entitled to attend a Special General Meeting of Whakaraupō Recreation Incorporated.

9 **NOTICE OF AND PROCEEDINGS AT MEETINGS GENERALLY**

9.1 Notice to be Given

At least 21 clear days' notice of a General Meeting to be given to each Member and the auditor in writing (if there is one), which notice shall state the place, date, time and nature of the proposed business to be transacted at the meeting.

9.2 Business of Meeting

9.2.1 No business other than that set out in the notice convening the meeting shall be transacted at the meeting.

9.2.2 A Member desiring to bring any business before a meeting shall give at least 28 days' notice in writing of that business to the Board which shall include that business in a notice calling the next General Meeting after the receipt of the notice.

9.3 Special Business

All business that is transacted at a Special General Meeting or the Annual General Meeting with the exception of that referred to in these Rules as the ordinary business of the Annual General Meeting shall be special business.

9.4 Quorum Must Be Present

No item of business shall be transacted at a General Meeting unless a quorum of those entitled under this Constitution to vote is present during the time when the meeting is considering that item.

9.5 Quorum

A majority of Members shall form a quorum for the transaction of the business at a General Meeting.

9.6 If Quorum Not Present

If within half an hour after the appointed time for the commencement of a General Meeting a quorum is not present, the meeting:

9.6.1 If convened upon the requisition of Members, shall be dissolved; and

9.6.2 In any other case, shall stand adjourned to the same day in the next week at the same time and (unless Members are notified of an alternate venue) at the same place and if at that adjourned meeting a quorum is not present within half an hour after the time of appointed for the commencement of the meeting, the meeting shall be dissolved.

10 **CHAIRPERSON AT MEETINGS**

10.1 Board Chairperson to Chair

The Board Chairperson shall preside as Chairperson at each General Meeting of Whakaraupō Recreation Incorporated.

10.2 Where Chairperson Absent

If the Board Chairperson is absent from a General Meeting or is unable or unwilling to preside, the Board Members present shall elect one of their number to preside as Chairperson at the meeting.

11 **ADJOURNMENT OF MEETINGS**

11.1 Chairperson May Adjourn Meeting

The Chairperson of a General Meeting at which a quorum is present may, with the consent of the meeting adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.

11.2 Further Notice

11.2.1 Where a meeting is adjourned for 14 days or more, a like notice of the adjourned meeting shall be given as in the case of the General Meeting.

11.2.2 Except as provided in Rule 11.2 a, it is not necessary to give notice of an adjournment or of the business to be transacted at an adjourned meeting.

12 VOTING AT GENERAL MEETINGS

12.1 Voting Procedure

12.1.1 Each General Member shall be entitled to one (1) vote.

12.1.2 All votes should be given by representatives of General Members at the meeting. These representatives shall be as advised to the chairperson immediately prior to the meeting.

12.1.3 A question arising at a General Meeting of Whakaraupō Recreation Incorporated shall be determined either by a show of hands or be conducted under the conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Board to conduct the ballot.

12.1.4 In the case of an equality of voting on a question, the Chairperson of the meeting may exercise a casting vote.

12.1.5 A Member is not entitled to vote at any General Meeting unless all monies due and payable to Whakaraupō Recreation Incorporated have been paid, including the amount of the annual subscription payable in respect of the current financial year.

12.2 Recording of Determinations

A declaration by the Chairperson (before or on demand for a poll) that a resolution has, on a show of hands, been carried unanimously, carried by a particular majority or lost or an entry to that effect in the Minute book of Whakaraupō Recreation Incorporated is evidence of the fact, without proof of the number or proportion of the votes recorded in favour of, or against, that resolution.

12.3 Poll at General Meeting

12.3.1 If at a meeting a poll on any question is demanded by more than 25% of the Members present, it shall be taken at the meeting in such manner as the Chairperson may direct and the resolution of the poll shall be deemed to be a resolution of the meeting on that question.

12.3.2 A poll that is demanded on the election of a Chairperson or on a question of an adjournment shall be taken immediately and a poll that is demanded on any other question shall be taken at such time before the close of the meeting as the Chairperson may direct.

12.4 Postal Voting

12.4.1 Postal voting (including but not limited to voting by land mail, email, facsimile transmission or any other form of visible or electronic transmission) may be held from time to time in such instances as the Board may determine (other than in respect of matters which must be passed by Special Resolution) and shall be held in accordance with procedures prescribed by the Board.

12.4.2 All postal voting shall be conducted under conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Board to conduct the ballot.

13 BOARD

13.1 The Board is the governing body of Whakaraupō Recreation Incorporated.

13.2 Powers of Board

13.2.1 The affairs of Whakaraupō Recreation Incorporated shall be managed by a Board constituted under Rule 13.3

13.2.2 Subject to this Constitution and the Act, the Board:

13.2.2.1 Shall control and manage the business and affairs of Whakaraupō Recreation Incorporated; and

13.2.2.2 May exercise all such powers and functions as may be exercised by Whakaraupō Recreation Incorporated other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and

13.2.2.3 Has power to perform all such acts and things as appear to the Board to be essential or appropriate for the proper management of the business and affairs of Whakaraupō Recreation Incorporated.

13.3 Board Composition

13.3.1 The Board is the governing body of Whakaraupō Recreation

13.3.2 The board shall consist of (9) nine Board Members:

13.3.3 Four (4) elected Board Members voted by Members at an AGM/ or special meeting (taking into account Rule 13.5 “Term of Office”) shall become Board Members.

13.3.4 Two (2) appointed Board Members appointed via a process decided by the Board (taking into account Rule 13.5 “Term of Office”) shall become Board Members

13.3.5 Two (2) Representative Board Member appointed by Te Hapū o Ngāti Wheke

13.3.6 All employees or wholly engaged contractors are excluded from being Members of the Board.

13.3.7 Board Members may supply contestable professional services to the Board.
Or their nominee

13.4 Vacancies on the Board

13.4.1 An appointed Board Member, who resigns prematurely or passes away whilst in Office, shall be able to be replaced by a process of re-advertising and selection undertaken by the Board

13.4.2 Any appointed Board Member appointed using the process in Rule 23 shall be eligible for reappointment as defined in Rule (13.5 c)

13.4.3 An elected Board Member who resigns prematurely shall be replaced at a SGM or if within 3 months of AGM by holding the vacancy and replacing them at the AGM; their replacement will start by serving the normal term of an elected Board Member

13.4.4 In addition to the nine (9) Board Members the Board has the power to co-opt people onto the Board for defined special projects. Co-opted people will have voting rights on the Board.

13.5 Term of Office

- 13.5.1 The term of office for each elected Board Member shall be for a period of three (3) years.
- 13.5.2 The term of office for each appointed Board Member shall be for a period of Five (5) years
- 13.5.3 The Term of office of the Te Hapū o Ngāti Wheke representatives shall be five (5) years
- 13.5.4 Each Board Member shall be eligible for reappointment. The maximum number of years of service shall not exceed three consecutive terms.
- 13.5.5 The term of office for each co-opted Board Member shall be for a period of One (1) year
- 13.5.6 Co-opted Board Members shall be renewed on an annual basis at the discretion of the Board

13.6 Quorum for Board Meetings

Five (5) Members of the Board present at a Board Meeting shall constitute a quorum.

13.7 Appointment of Officers

The Board shall elect one (1) Member to act as Chairperson and club officers position will be appointed as required.

Board Meetings

- 13.7.1 The Board shall meet at such place and at such times and in such manner as it shall determine.
- 13.7.2 The Chairperson shall chair Board meetings or in their absence any other Board Member determined by the Board.
- 13.7.3 Each Member of the Board present at a meeting of the Board is entitled to one vote and in the event of an equality of votes on any question the Chairperson may exercise a second or casting vote.
- 13.7.4 A resolution in writing signed or assented to by email or other form of visible or other electronic communication by all Board Members shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form each signed by one or more of the Board Members.
- 13.7.5 A meeting of the Board may be held where one or more of the Board Members is not physically present at the meeting, provided that:
 - 13.7.5.1 Notice of the meeting is given to all Board Members in accordance with the procedures agreed from time to time by the Board.
 - 13.7.5.2 Where a definition of Meeting Attendance applies (Section 22 Definitions).

13.7.5.3 If any failure in communication prevents Sub Rule 13.6(e)(ii) from being satisfied and such failure results in the quorum not being met or maintained the meeting shall be suspended until Sub Rule 13.6(e)(ii) is satisfied again and if not satisfied within 15 minutes from the time of interruption the meeting shall deem to have been terminated or adjourned.

13.7.5.4 Any meeting held where one or more Board Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Board Member is there present and if no Board Member is there present the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located

14 REGULATIONS

14.1 The Board may make regulations and/or bylaws and policies and alter, amend or rescind the same as occasions may require, and enforce penalties for their breach. Such regulations, bylaws and policies shall have the same force and effect as this Constitution but shall not in any way oppose or be in conflict with this Constitution. Such regulations, bylaws and policies shall be published to the Members from time to time or made available to Members on request.

15 FINANCIAL MATTERS

15.1 Financial Year

The financial year of Whakaraupō Recreation Incorporated shall commence on the 1st of July and end on the 30th of June in the following year. AGM November each year.

15.2 Annual Report

The Board shall prepare an annual report for presentation to the Annual General Meeting which contains:

15.2.1 The annual financial statements as required under the Act; and

15.2.2 An annual report as to the year's activities (collectively known as the annual report);

15.3 The annual financial statement in this Rule shall be reviewed by a qualified accountant appointed by the Board if over the required expenditure threshold or required for other purposes.

16 COMMON SEAL

16.1 Whakaraupō Recreation Incorporated shall have a common seal.

16.2 The common seal can be affixed by the Chair and be witnessed by one other Board Member

17 APPLICATION OF INCOME

17.1 The income assets and property of Whakaraupō Recreation Incorporated shall be applied solely towards the promotion of the objects of Whakaraupō Recreation Incorporated.

17.2 Save as is provided in this Constitution:

17.2.1 No portion of the income, property or assets of Whakaraupō Recreation Incorporated shall be paid or transferred directly or otherwise to any Member or Board, Member of Whakaraupō Recreation Incorporated

17.2.2 No remuneration or other benefit in money or monies shall be paid or given by Whakaraupō Recreation Incorporated to any Member or Board Member of Whakaraupō Recreation Incorporated.

17.2.3 Nothing in Rule 17.2 (a) or (b) shall prevent payment in good faith of or to any Member or Board Member for;

17.2.3.1 Any services actually rendered to Whakaraupō Recreation Incorporated whether as an employee or otherwise.

17.2.3.2 Goods supplied to Whakaraupō Recreation Incorporated in the ordinary and usual course of business and of operation.

17.2.3.3 Interest on money borrowed from any Member or Board Member of Whakaraupō Recreation Incorporated.

17.2.3.4 Rent for premises demised or let by any Member or Board Member of Whakaraupō Recreation Incorporated to Whakaraupō Recreation Incorporated.

17.2.3.5 Any out-of-pocket expenses incurred by the Member or Board Member on behalf of Whakaraupō Recreation Incorporated for any other reason.

Provided any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties dealing at arm's length in a similar transaction.

18 LIQUIDATION

18.1 Whakaraupō Recreation Incorporated may at any time be put into liquidation if:

18.1.1 80% of those entitled to vote at an annual General Meeting or Special General Meeting pass a resolution appointing a liquidator; and

18.1.2 such resolution is confirmed in a subsequent Special General Meeting, called for that purpose, and held no earlier than 30 days and no later than 60 days after the date on which the resolution was passed.

18.2 Upon the appointment of a liquidator the relevant provisions of the Act shall apply to the liquidation of Whakaraupō Recreation Incorporated.

18.3 Any surplus assets of Whakaraupō Recreation Incorporated, after payment of all costs, debts, and liabilities and the debts and expenses of winding up, shall subject to any trust affecting the same be vested either in any charitable substitute or successor organisation of Whakaraupō Recreation Incorporated or distributed, gifted or transferred to the Founding Members and General Members provided that they are duly incorporated as incorporated societies under the Incorporated Societies Act of 1908 and have charitable purposes.

18.4 The organisation or organisations in Rule 18.3 must prohibit the distribution of its or their income and property among its or their Members to at least the same or a greater extent as is imposed on Whakaraupō Recreation Incorporated under this Constitution and shall not be carried on for profit and shall have an approved tax exemption.

19 ALTERATION TO THE RULES

Subject to Rule 18.1 (a) this Constitution may only be amended, added to or appealed by resolution of 75% of Members eligible to vote at an Annual or Special General Meeting

19.1.1 No addition to, deletion from or alteration of the organisation's rules shall be made which would allow personal pecuniary profits to any individuals. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

19.1.2 Notice of intention to alter this Constitution must be given by a Member to the Board no later than 21 days prior to an Annual Meeting or Special General Meeting.

20 INDEMNITY

20.1 Whakaraupō Recreation Incorporated shall indemnify its Board Members, officers, and employees against all damages and costs (including legal costs) for which any such Board Member, or employee may be, or become, liable to any third party as a result of any act or omission, except willful misconduct:

20.1.1 In the case of a Board Member or officer of Whakaraupō Recreation Incorporated, performed or made whilst acting on behalf of and with the authority (express or implied) of the Board; and

20.1.2 In the case of an employee, performed or undertaken during, and within the scope of, their employment by Whakaraupō Recreation Incorporated.

21 DISPUTES AND MATTERS NOT PROVIDED FOR

- 21.1 If any dispute arises out of the interpretation of this Constitution or any Rules, resolutions, or policies implemented pursuant to this Constitution, or any matter arising which is not provided for in this Constitution, then such dispute or matters shall be referred in writing to the Board, whose decision shall be final and binding.
- 21.2 If the dispute or matter in Rule 22 is between the Board and a Member, or between one or more Board Members (“the parties”) the dispute or matter shall be resolved as follows:
- 21.2.1 By the parties acting in good faith to seek an agreement; or failing such agreement
 - 21.2.2 By a party or parties appointing an independent third person to mediate between them; or failing such agreement at mediation
 - 21.2.3 By referring the dispute or matter to the Sports Disputes Tribunal of New Zealand
 - 21.2.4 With the Rules of that Tribunal and/or as directed by that Tribunal.

22 INTERPRETATION AND DEFINITIONS

Definitions

In this Constitution, unless a contrary intention appears:

- (a) “General Member” means a Member under Rule 5.1/5.3
- (b) “Partner Organisations” means those organisations in some form of alliance with Whakaraupō Recreation as evidenced by a Memorandum of understanding, a Partnership agreement, or other form of legal agreement or letter of intent/expectations of the partners.
- (c) “Board” means the Board as defined in Rule 13.3
- (d) “Financial Year” means the year commencing on 1 July and concluding 30 June.
- (e) “General Meeting” means a meeting of Members convened in accordance with Rules 7 & 8.
- (f) “General Member” means a Member of Whakaraupō Recreation Incorporated for the time being under Rules 5.1, 5.2.
- (g) “Majority” means more than half of the total number.
- (h) “Regulations” means any regulations made by the Board under Rule 14.
- (i) “Rules” means the Rules of Whakaraupō Recreation Incorporated.
- (j) “Seal” means the common seal of Whakaraupō Recreation Incorporated and includes any official seal of Whakaraupō Recreation Incorporated.
- (k) “Resolution” means a resolution passed in a General Meeting in accordance with this Constitution.
- (l) “Objects” means the objects of Whakaraupō Recreation Incorporated set out in Rule 3.
- (m) “Sports Disputes Tribunal of New Zealand” means the Tribunal established under the Sport and Recreation New Zealand Act 2002 to hear and determine sports related disputes, including appeals.
- (n) “Facilities” means any facility owned and/or operated under lease by Whakaraupō Recreation Incorporated.
- (o) “Meeting Attendance” (General and/or Special) can be deemed as in-person or via communication with each other effectively simultaneously and instantaneously whether by means of telephone or video conferencing facility or by any other form of communication.