CONSTITUTION

of INVERCARGILL ROWING CLUB INCORPORATED

IRC

Incorporated Society No. 225603

Registered Charity No. CC6718

Adopted at the Special General Meeting on 29 January 2026

Commencement Date: 31 March 2026

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INVERCARGILL ROWING CLUB INCORPORATED

CONSTITUTION

1. Club Details

1.1 **Name:** The name of the society is Invercargill Rowing Club Incorporated (**Club**).

1.2 **Status**: The Club is:

a. a member of Rowing New Zealand (RNZ), and a member of the Southland Rowing Association Inc. (the Association)

b. is an incorporated society registered under the Incorporated Societies Act 2022 (Act); and

c. is registered as a charitable entity under the Charities Act 2005.

1.3 **Contact Person**: At its first meeting following each Annual General Meeting (**AGM**), the Committee shall appoint or reappoint not less than one (1), and a maximum of three (3), individuals to be the Club's contact person(s), under the Incorporated Societies Act 2022 (the Act).

2. Purpose, Capacity and Powers

2.1 The charitable purposes of the Club are to improve the health and wellbeing of the general public in Invercargill and surrounding areas ("Area") through participation in Rowing including by:

a. encouraging and promoting participation in Rowing at all levels in the Area;

b. establishing, managing, controlling and supervising Rowing competitions, regattas and other events at the Club;

c. delivering education programmes and courses (including RNZ programmes and courses) to administrators, participants, coaches and race officials, for all levels of Rowing;

d. enforcing the Rules of Rowing and regulations governing Rowing;

e. encouraging, educating and promoting Rowing as a sport, and the RNZ Member Organisations as bodies, which protect and promote the safety and wellbeing of participants; have integrity including high standards of conduct; and respect the principles of fair play; and

f. maintaining membership of, and cooperating with, RNZ and the Association.

2.2 **Capacity and Powers:** The Club has full capacity, rights, powers and privileges to carry out or undertake any activity, to do any act or enter into any transaction, subject to this Constitution, the Act, any other legislation and the general law.

3. Membership

3.1 **Categories of Members**: The Individual Members of the Club are:

a. The following voting members:

i. Competitive Members under Rule 3.3.1 (Excluding 3.3.1 i.)

ii. Recreational Members under Rule 3.3.2

iii. Ordinary Members under Rule 3.3.4

iv. Appointed Members under Rule 3.4

v. Life Members under Rule 3.5

vi. Parent/Guardian Members under Rule 3.6

(**Voting Members**).

b. The following non-voting members:

i. Beginning Rowers under Rule 3.3.3

ii. Casual Regatta Day Member Rule 3.3.1 j

iii. Honorary Members under Rule 3.3.1 i

(**Non-Voting Members**).

c. Any other categories of member as decided by the Committee.

3.2 **Eligibility of Members:** Any individual may become (or be renewed as) an Individual Member if they:

a. are 18 years of age or older on the date of application (or renewal), or if not, have the consent of at least one of their parents or their guardian to become a Member;

b. wish to Participate in Rowing;

c. have not been rejected by the Club Management Committee for code of conduct issues

d. meet any other criteria of RNZ and the Association to be a Member; and

e. have not been convicted of:

i. any category 4 offence (under the Criminal Procedure Act 2011) or

ii. any sexual or violence offence (whether Category 3 or otherwise) for which the maximum penalty is imprisonment for more than two (2) years, whether or not a sentence of imprisonment was imposed.

3.3 **Membership Types;** The Club has the following membership types for new, existing, or past members:

3.3.1 **Competitive Member**: A Competitive Member is an Eligible individual who wishes to compete in Rowing Regatta Events for the Club and agrees to pay the appropriate membership fee. Those eligible may be from the following categories:

a. Novices (any age group) Excludes voting rights for under 18-year-olds
b. Secondary Students (12- to 18-year-old) Excludes voting rights for under 18-year-olds
c. Tertiary Students (any age group)
d. Adults (18- to 26-year-old)
e. Masters (27 years old, or older)
f. Adaptive (any age group) Excludes voting rights for under 18-year-olds
g. Dual Club (any age group) Excludes voting rights for under 18-year-olds
h. Life Members (Over 18 years old)
i. Honorary Members (any age group) No voting rights.
j. Casual Regatta Day Members (any age group) No voting rights.

3.3.2 **Recreational Member:** A Recreational Member is an Eligible individual who does not wish to compete in Rowing Regatta Events for the Club but go for occasional rows / use the Club gym facilities and agrees to pay the appropriate membership fee. Those eligible may be from the following categories:

a. Experienced rowers (any age group) Excludes voting rights for under 18-year-olds
b. Adaptive (any age group) Excludes voting rights for under 18-year-olds

3.3.3 **Beginning Rowers:** A Beginning Rower Member is an Eligible individual who has never rowed before / has not committed to a full season rowing and agrees to pay the appropriate membership fee. Those eligible fit the following category:

a. Seven Introductory Sessions

3.3.4 **Ordinary Member:** An Ordinary Member is an Eligible individual who has been voted or appointed onto the Club Management Committee and is not a Competitive, or Recreational Member.

3.4 **Appointed Members**: An Appointed Member is an Eligible individual who is:

a. the President;
b. a Committee Member;
c. any other individual appointed by the Committee, or persons delegated by either of them, to act on behalf, or under the authority, of the Club in any capacity; but does not include any employee of the Club.

3.5 **Life Members**

a. An Eligible individual may be granted life membership of the Club and membership of the Applicable RNZ Member Organisations if they have rendered exceptional service to the Club over an extended period of time.

b. The Committee will call for nominations for the Life Members not less than 45 days prior to the date scheduled for an AGM. Nominations must be submitted to the Club Secretary not less than 30 days prior to the date scheduled for AGM. The Committee will consider such nominations and notify the Members of its recommendations not less than 7 days prior to the date scheduled for the AGM.

c. Life Members will be elected by the Members from the nominees by Special Majority vote at the AGM.

d. An individual consents to becoming a Life Member of the Club and a Member of the Applicable RNZ Member Organisations on accepting their life membership.

e. The duration of membership of a Life Member is for life, subject to this Constitution and the constitutions of the Applicable RNZ Member Organisations.

3.6 **Parent/Guardian Members:** A Parent/Guardian Member is the parent or guardian of a child who wishes to become a Member of the Club where their child is under 18 years of age on the date of application. Membership of the Parent/Guardian is required in order for their child to become a Member.

3.7 **Process for Application:** An application to become an Individual Member of the Club and the Applicable RNZ Member Organisations (including renewal of such Membership) must be made as follows:

a. the Club management committee reserves the right to accept, or reject any new, or renewed membership application, from an individual who wishes to be a Competitive Member or Recreational Member

b. in the case of an individual who wishes to be a Competitive Member or Recreational Member by application (using the electronic on-line form and method approved by RNZ);

c. in the case of an individual who is elected or appointed to be an officer of the Club (including as an Appointed Member) as part of, and at the same time as making their application for or being appointed or elected to the relevant position, in which becoming a Member of the Club, the Association and RNZ shall be a condition of their appointment to such position; and

d. in all cases, if an individual applicant is under 18 years of age on the date of application (including any application for renewal), then at the same time as their application for (or renewal of) Individual Membership, a separate application must be made to the Committee by a parent or guardian of that individual, to become a Parent/Guardian Member.

3.8 **Consent**: By making an application for Membership an individual consents to becoming a Member of the Club and the Applicable RNZ Member Organisations, provided that:

a. if the individual applicant is under 18 years of age (on the date of application), both the applicant and at least one of their parents or guardians must consent in writing to the applicant becoming an Individual Member (in addition to the parent or guardian applying to become a Parent/ Guardian Member under Rule 3.6);

b. in the case of an Appointed Member, every individual must, prior to taking office, consent in writing to become a Member and certify they are not disqualified from holding office or being appointed under this Constitution or the Act.

3.9 **Duration of Membership**

a. Upon an individual making an application to the Committee to become an Individual Member (using the form and method approved by RNZ), the individual (if not rejected by the management committee) automatically commences their Membership as an Individual Member of the Club and the Applicable RNZ Member Organisations, on a provisional basis, subject to Rule 3.9b, Rule 3.9c, Rule 3.6d and Rule 3.6e (for individuals wishing to renew their Membership).

b. Within ninety (90) days of an individual obtaining provisional Membership, the Club and any of the Applicable RNZ Member Organisations, may each decide in their discretion (undertaken such enquiries as they consider necessary) to revoke the provisional Membership, for any reason, including that the individual is not Eligible or has failed to pay any Membership Fee or other fees that were due; and if so, their provisional Membership will be revoked upon notification to the individual concerned. The consequences of provisional Membership being revoked are the same as if the individual had been terminated from Membership (under Rule 16.6). There is no right of appeal of the decision to revoke Membership.

c. If provisional Membership is not revoked and notified to the individual by the Club or an Applicable RNZ Member Organisation in accordance with Rule 3.6b, the individual will automatically be deemed to be an Individual Member upon the expiry of the ninety (90) days, and their Membership continues for the period of the Membership Year, or if the application is made part way through a Membership Year, then for the balance of that Membership Year, unless it ceases prior to that date under Rule 3.13.

d. An individual with provisional Membership is entitled, for the period of their provisional Membership, to all the rights and entitlements, and must comply with all the obligations, of an Individual Member as set out in the RNZ Constitution, the RNZ Regulations, this

Constitution, the Regulations and the constitutions and regulations of the Applicable RNZ Member Organisations.

e. An existing Individual Member who wishes to renew their Membership will commence their Membership (if accepted by the club management committee) upon making an application for the renewal of their Membership for the next Membership Year and payment of the applicable Membership Fees to the Club and Applicable RNZ Member Organisations. (The provisional membership rules will not apply for membership renewals)

3.10 **Members' Rights and Obligations**: Each Member acknowledges and agrees that they are:

a. entitled to Participate in Rowing with the Club and their Applicable RNZ Member Organisations, in accordance with, and subject to, the applicable terms and conditions of their Membership and any other terms and conditions (including eligibility requirements) applying to their Participation in Rowing, as decided by the Club and the Applicable RNZ Member Organisations (as applicable);

b. entitled to such other rights and entitlements granted by this Constitution and any Club Regulations; those granted by the constitutions and regulations of the Applicable RNZ Member Organisations; the Rules of Racing and the Act, and any other rights and benefits decided by the Committee and the boards of the Applicable RNZ Member Organisations from time to time;

c. bound by, and will comply with this Constitution, the Club's Regulations, the constitution and regulations of the Applicable RNZ Member Organisations, and all rules, codes, standards, resolutions, decisions, policies and procedures of the Club and the Applicable RNZ Member Organisations;

d. to the extent applicable, bound by and will comply with, all World Rowing Statutes, Rules, Bye-Laws and Regulations and all decisions taken by World Rowing;

e. are subject to the jurisdiction of the Club and the Applicable RNZ Member Organisations including their respective disputes and disciplinary procedures;

f. will comply with the Rules of Racing, and other applicable terms, conditions, rules and regulations related to Rowing; and

g. do not have any rights of ownership of, or the right to use, the property of the Club or the Applicable RNZ Member Organisations.

3.11 **Ineligible Individual Member Process** Where an individual member is deemed ineligible under clause 3.2(e) of this Constitution, or under the RNZ Constitution, the application and appeal process shall be as set out in the RNZ Constitution. The Club/Association will comply with that process and provide any relevant information requested by RNZ.

3.12 **Membership and Other Fees:**

At each AGM the Voting Members shall, on the recommendation of the Committee, approve the Membership Fees payable by Members and the payment terms for the next Financial Year. The Committee may set other fees payable to the Club by any of its Members.

3.13 **Register of Members**:

a. The Club and the Applicable RNZ Member Organisations will keep an up-to-date Members' Register at all times.

b. For each Member, the Members' Register will set out the details about every Member as required by law, and any other information reasonably required by the RNZ Board, the boards of the Applicable RNZ Members Organisations and the Committee.

c. A Member is entitled to access their personal information held on the Register of Members in accordance with the Privacy Act 2020.

d. A Member must provide notice to the Club of any change to their Contact Details. The Members' Register will be updated as soon as practicable the Club becomes aware of changes of the information recorded in the Members' Register.

3.14 **Cessation of Membership**: A Member ceases to be a Member:

a. on the expiry of the Membership Year, unless their Membership is renewed (under Rule 3.9e);

b. if any Membership Fee or other fees are not paid by the Member by the due date or in accordance with any payment plan which is agreed between a Member and the Committee;

c. if an Individual Member is the parent or guardian of an Individual Member (under Rule 3.6); upon either:

   i. the child they are the parent or guardian of, becoming 18 years of age; or

   ii. the termination of the child as an Individual Member;

d. upon their death;

e. by giving notice of their resignation from Membership, in the manner specified in this Constitution, the Club's Regulations or the constitutions or regulations of the Applicable RNZ Member Organisations;

f. if their Membership is terminated due to no longer being Eligible under Rule 3.2;

g. if their Membership is terminated following a dispute resolution or disciplinary process or other process specified in this Constitution, the Club's Regulations, the Rules of Racing or the constitutions or regulations of the Applicable RNZ Member Organisations;

h. if, for any other reason, their Membership ends or ceases in accordance with the constitutions of the Applicable RNZ Member Organisations;

i. if their position as an officer of the Club, or another position with the Club involved with Rowing in any capacity, ends for any reason;

j. if an Appointed Member, they cease to hold the relevant position with the Club whether due to their resignation, expiry of term of office, removal or otherwise; and

k. as otherwise stated in this Constitution or the constitution of the Applicable RNZ Member Organisations.

4. Officers

4.1 **Qualification:** Every Committee Member must, in writing:

a. consent to be a Committee Member; and

b. certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution, under section 47 of the Act, or under section 36B of the Charities Act 2005.

4.2 **Officers Duties:** Officers shall comply with their duties under the Act.

4.3 **Disqualification:** The following individuals are disqualified from being elected or to otherwise hold or remain in office, as a Committee Member:

a. an individual who is disqualified from being elected or holding office as a Committee Member under section 47 of Act or under section 36B of the Charities Act 2005;

b. an individual who is a paid employee of, or a contractor in an equivalent position to, the Club;

c. an individual who has been suspended or removed as a Committee Member, in accordance with this Constitution; or

d. an individual who has been suspended or terminated as a Member, in accordance with this Constitution.

If any of the circumstances in this Rule occur to a Committee Member while they are in office, they will be automatically deemed to have vacated their office as a Committee Member upon the occurrence of the circumstance.

4.4 **Cessation from Office**: An individual ceases to be an Officer, if the individual:

a. resigns in accordance with the Act;

b. becomes disqualified from being an Officer under the Act or the Charities Act 2005;

c. dies;

d. is a Committee Member and become ineligibles to be an Officer (under Rule 4.3);

e. if the Officer is a Committee Member, is removed from office in accordance with Rule 17.2;

f. is the Club Manager and their employment, contract or engagement with the Club is terminated;

g. is terminated as, or ceases to be, a Member under this Constitution; or

h. otherwise vacates their office resulting in a Casual Vacancy.

5. Committee Role and Powers

5.1 **Role and powers:** Except as specified otherwise in the Act or in this Constitution, the Committee is responsible for governing, managing, directing, and supervising the operation and affairs of the Club and has all the powers necessary to carry out its role, including the establishment of sub-committees. Except to the extent specified otherwise in the Act or this Constitution, the Committee has the powers to do all things that are not expressly required to be undertaken at a General Meeting under this Constitution.

5.2 **Composition:** The Committee consists of the President, the Secretary, the Treasurer and up to seven other individuals elected at the AGM (Committee Members).

5.3 **Role of President:** The President is the chair of the Committee and presides at Club events including General Meetings (unless the President opts to delegate the chairing of meetings to another committee member, or independent chair). The President represents the Club and will engage in activities agreed by the Committee which may include activities to promote the Club, good relations, communications between Members, and the reputation and best interests of the Club.

5.4 **Role of Secretary:** The Secretary will:

a. attend to all correspondence and keep minutes of General Meetings and Committee meetings; and

b. keep all records and generally perform all the secretarial work of the Club. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible for their performance.

5.5 **Role of Treasurer:** The Treasurer will:

a. issue club invoices when and where required

b. monitor and report on Club credit card use

c. receipt all money paid to or received by the Club and pay all accounts approved by the Committee. The Committee may delegate levels of payment to the Treasurer by written authority;

d. invest all funds of the Club in the manner directed by the Committee; and

e. keep the Club's financial accounts, present the financial statements at the AGM and undertake other tasks required by the Committee.

f. provide financial report to every committee meeting

5.6 **Term of office:** The term of office for all Committee Members is one year, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for an unlimited number of consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

5.7 **Election of Committee Members:** Committee Members are elected by the following process:

a. the Committee shall call for nominations for any Committee Member positions at the AGM;

b. at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Majority. If a secret ballot is held, two Scrutineers must be appointed at the General Meeting to count the votes;

c. those nominees who have the highest number of votes in their favour for the number of vacant positions shall be declared elected;

d. if votes are tied for a Committee Member position between the highest polling nominees, a second round of voting between those tied nominees shall be undertaken, to find the nominee with the highest number of votes and if votes are tied after that second round of voting, the Chair shall decide which of those tied nominees will be elected; and

e. if there is only one nominee for a vacant position, that individual is declared to be elected without the need for a vote.

5.8 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Committee Members may:

a. appoint an individual of their choice to fill the Casual Vacancy:

i. for the balance of the term of the individual who vacated their position; or

ii. until the next AGM; or

b. leave the Casual Vacancy unfilled until the next AGM, at which an election will be held for the vacant Committee Member position which if filled will be for the remainder of the term of the Casual Vacancy.

6. Committee Meetings and Procedures

6.1 **Calling and Notice of Meetings:** Committee meetings may be called on reasonable notice at any time by the President or by five Committee Members, with notice generally being not more than thirty Days' and not less than five days depending on the urgency but generally the Committee meets monthly.

6.2 **Procedure:** Except to the extent specified in this Constitution and the Club Regulations, the Committee may regulate its own procedure.

6.3 **Resolutions Outside of Meetings:** A resolution in writing, signed or consented to by email or other form of visible or other electronic communication, by approval of a Majority of the Committee will be valid as if it had been passed at a meeting of the Committee.

6.4 **Quorum:** For a Committee meeting, or a Committee resolution outside of a meeting, the quorum is fifty percent (50%), (rounded up to the nearest whole number) of the total number of Committee Members. Any Committee Member may be counted for the purposes of a quorum and participate in any meeting and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic means provided that all individuals participating in the Committee meeting can hear each other effectively and simultaneously.

6.5 **Chair:** The President may chair all Committee meetings or delegate the role to another committee member. If the nominated Chairperson is unavailable, another Committee Member shall be appointed by the Committee to undertake the Chair's role during the period of unavailability.

6.6 **Voting:** Each Committee Member is entitled to one vote at any Committee meeting or on any Committee resolution outside of meeting. Voting at Committee meetings is by voice, show of hands or, or if requested by any Committee Member, secret ballot. Proxy voting is not permitted at Committee meetings. In the event votes are tied, the Chair of the meeting is entitled to a casting vote.

6.7 **Majority**: Unless specified otherwise in this Constitution, a motion or resolution of the Committee shall be approved if by a Majority of Committee Members are in favour of it.

7. Interests and Conflicts of Interest

7.1 **Register of interests**: The Committee must keep a register of interest disclosures made by Officers.

7.2 **Duty to disclose interest**: An Officer who is interested in a matter (as defined in the Act) relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the Officer becomes aware that they are interested in the Matter and include it in the register of interests.

7.3 **Consequences of being interested:** An Officer who is a Committee Member and Interested in a Matter:

a. must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;

b. must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;

c. must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent; and

d. may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

7.4 **Notice of failure to comply:** The Committee must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

8. Honorary Patron

8.1 The Club has two Honorary Patron's whose role is to provide advice and guidance on club matters that need to be referenced to past decisions and events. The Patron role will remain in place until those holding the honorary position on the commencement of the constitution are no longer able to actively fill the role and will not be replaced.

8.2 The Honorary Patron's may attend and speak, but do not have the right to vote (unless they are an elected committee member), at General Meetings as decided by the Committee.

9. Club Manager

9.1 **Role**: There may be a Club Manager employed in the future, who is employed or engaged for such term and on such terms and conditions as the Committee decides.

9.2 **Directions**: The Club Manager (if appointed) is directed by the Committee and is responsible for the day-to-day management of the Club in accordance with this Constitution, the Club Regulations, any applicable rules of the Club. They shall act within such authority and limitations as may be imposed by the Committee.

9.3 **Attendance at Committee Meetings**: The Club Manager (if appointed) shall attend all Committee meetings unless otherwise required by the Committee but has no voting rights.

10. Meetings of Members

10.1 **Annual General Meeting (AGM)**: The Club shall hold an AGM not later than six (6) months after the end of each Financial Year and not later than fifteen (15) months after the previous AGM, at a date, time and place decided by the Committee.

10.2 **Special General Meeting (SGM)**: Any other General Meeting of the Members is a SGM.

10.3 **Method of General Meeting**: A General Meeting may be held by a quorum of Members (Rule 10.11), by any of the following methods (as decided by the Committee):

a. being physically present together at the appointed time and place for the meeting;

b. participating via audio link, audiovisual link or other electronic means; or

c. by a combination of both methods above.

Participation by any of these methods will count as the presence of that individual at the meeting for the purposes of this Constitution.

10.4 **Notice of AGM**: The Secretary shall give not less than 30 Days' written notice of an AGM to the Officers, Committee, and all the Members. Notice to Members of an AGM may be given by posting it on the Club's website, and or by individual emails to members, as decided by the Committee. The notice shall specify:

a. the date, time, and place and/or the method by which the AGM is to be held;

b. the process and closing date(s) for Voting Members to submit the items below (in writing):

   i. proposed agenda, motions or resolutions (including amendments to the Constitution);

   ii. nominations for Life Members; and

   iii. any items of business expressly permitted by, and properly notified under, this Constitution to be decided at a General Meeting.

10.5 **AGM Agenda**:

a. Not less than seven (7) Days' written notice of the agenda for each AGM shall be given by the Club Secretary to the Officers, Committee, and all the Members and may be notified by posting it on the Club's website. The agenda shall set out the business to be discussed at the AGM in accordance with Rule 10.6. All relevant information required to inform the business set out in Rule 10.6 shall be provided to Members with the agenda.

b. Additional items of business not listed on the agenda cannot be voted on at the AGM but may be discussed if a Majority of the Voting Members agree to do so at the meeting.

10.6 **Business of AGM**: The following business shall be considered at each AGM in the order decided by the Chair:

a. approval of the minutes of the previous AGM and any SGMs held since the previous AGM;

b. presentation on the previous Financial Year of:

   i. the annual report by the Committee of the activities of the Club for the preceding Financial Year;

   ii. reviewed annual financial statements;

   iii. the Reviewer's report on the annual financial statements;

   iv. disclosures of any conflicts of interests made by Club Officers;

c. approval of any Major Transactions recommended by the Committee;

d. election of Committee Member positions;

e. approval of the Reviewer for the next Financial Year;

f. appointment of the Honorary Patrons recommended by the Committee;

g. appointment of any Life Members recommended by the Committee;

h. approval of the Membership Fees in accordance with Rule 3.11;

i. any motion or resolution(s) proposing to amend this Constitution; and

j. any other items of business that have been properly submitted for consideration.

10.7 **Calling a SGM**: The Club Secretary shall call an SGM as soon as reasonably practicable after receiving a written request from the Committee or 1/3rd of Voting Members entitled to vote. This request shall state the purpose for which the SGM is being requested and include the proposed motion(s) or resolution(s) to be voted on.

10.8 **Notice of SGM**: Not less than seven (7) Days' written notice of a SGM shall be given by the Club Secretary to the Club Officers, the Committee, and all the Members, unless the purpose of the SGM is to propose amendments to this Constitution, in which case not less than thirty (30) Days' notice must be given. This notice may be given by posting it on the Club's website and or individual emails to members. It shall only deal with the business for which the SGM is requested and shall include:

a. the date, time, and place and/or the method by which the meeting is to be held (as decided by the Committee); and

b. the proposed motion(s) or resolution(s) that are permitted and properly submitted for consideration.

10.9 **Attendees at General Meetings:** Voting Members are entitled to attend, speak and vote (if they are Financially Current) at General Meetings. Non-Voting Members and any other individuals invited by the Committee, including employees of the Club may attend General Meetings, however they may speak only if invited to do so by the Chair of the General Meeting and are not entitled to move or second motions or resolutions

10.10 **Not Financially Current**: A Member who is not Financially Current may attend General Meetings and receive notice of and vote on Resolutions Outside of Meetings but is not entitled to any other rights they would otherwise be entitled to, including to speak, move or second motions or resolutions or to vote.

10.11 **Quorum**: The quorum for a General Meeting is 20% of the total number of Voting Members. No business may be conducted if a quorum is not present at the time the meeting was notified to commence, and at all times during the meeting. If a quorum is not reached within thirty (30) minutes of the scheduled commencement time:

a. the General Meeting is adjourned to another time on the same day as decided by the Committee.

b. If at the subsequent General Meeting, a quorum is not reached within thirty (30) minutes of its scheduled commencement time; then the General Meeting shall be adjourned to another day (not less than thirty days later) at a time, and place as decided by the Committee.

c. If a quorum is not reached within thirty (30) minutes of its scheduled commencement time at the third General Meeting, the Voting Members present will be deemed to constitute a valid quorum.

10.12 **Chair of Meeting**: The President may chair all General Meetings, unless they nominate another committee member, or independent chairperson to do so. If the President is unavailable, or a motion or resolution directly concerns them, a Committee Member appointed by the Committee will chair the meeting, while the President is unavailable.

10.13 **Errors**: Any irregularity, error or omission in notices, agendas or papers for a General Meeting will not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:

a. the Chair, in their discretion decides it is appropriate for the meeting to proceed despite the irregularity, error or omission; and

b. a motion or resolution to proceed is approved by Special Majority.

10.14 **Minutes**: Minutes of all General Meetings shall be kept and communicated to Members. Minutes may be posted on the Club's website. They shall also be available upon request by any Member in accordance with the Act.

10.15 **Regulation of Procedure**: The Chair regulates the proceedings at each General Meeting and makes any decisions on the procedure of the meeting, subject to this Constitution and any Club Regulations.

10.16 **Vote**: Each Voting Member is entitled to one (1) vote on each motion or resolution, in person (under Rule 10.3) at a General Meeting or Resolutions Outside of a Meeting. While an individual may be entitled to be, or is, a Member under more than one category of membership (as specified in Rule 3.1) they are only entitled to one (1) vote on each motion or resolution, in person (under Rule 10.3) at a General Meeting or Resolutions Outside of a Meeting.

10.17 **Decisions by Majority**: Unless specified otherwise in this Constitution, all motions and resolutions proposed at a General Meeting will be adopted if there is a Majority in favour.

10.18 **Decisions by Special Majority**:

a. Any motions or resolutions of the nature described in Rule 10.18b shall be proposed at a General Meeting or a Resolution Outside of a Meeting and (subject to Rule 10.24) will only be adopted if there is a Special Majority in favour of the motion or resolution.

b. The matters for which a Special Majority is required are those proposing:

i. any amendment to this Constitution in accordance with Rule 12;

ii. a Major Transaction; or

iii. any other matter stated in this Constitution which specifies that a Special Majority is required at a General Meeting.

10.19 **No Casting Vote**: In the event votes are tied at a General Meeting or in a Resolution Outside of a Meeting, the Chair or their nominee, is not entitled to have a casting vote and the motion or resolution will fail.

10.20 **Method of Voting:** Voting at General Meetings shall be conducted by voices, a show of hands, or ballot as decided by the Chair, or by secret ballot as specified in this Constitution, (including using electronic voting made by email or an online or electronic process, in the manner, decided by the Committee, and received by the Scrutineers by email, online or electronically at the specified address). Voting by secret ballot shall apply for elections of Committee Members or for any motion or resolution if requested by three Voting Members present at the meeting and approved by a Majority.

10.21 **Proxies:** Proxy voting by Voting Members is not permitted.

10.22 **Scrutineers:** For each General Meeting the Voting Members shall appoint not less than two (2) scrutineers (Scrutineers). The Scrutineers shall be nominated and elected by the Voting Members in attendance (who shall not be, Club Officers, Committee Members or employees of the Club). They shall count the valid votes, decide and inform the Chair whether the motion or resolution is carried, lost or tied in accordance with the requisite Majority under this Constitution; or in the case of an election, the outcome of it.

10.23 **Chairperson's Declaration**: The Chair shall declare the result of each vote (including the number of votes in favour, against or that abstained) once voting is complete. The Chair's declaration of the result will be conclusive.

10.24 **Resolutions Outside of Meetings**: A resolution in writing signed or consented to by email or other electronic means by a 75% majority of Voting Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

11. Financial Matters

11.1 **Application of Income:** The funds and property of the Club shall be controlled, managed, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the charitable purposes of the Club set out in Rule 2.1.

11.2 **Financial Year:** The financial year of the Club will commence on 1 April and end on 31 March, unless decided otherwise by the Committee from time to time (Financial Year).

11.3 **Review of Financial Statements:** The Club's financial statements must be reviewed each year and the reviewed financial statements must be submitted to the AGM. The Committee will recommend the Reviewer to be approved by Members at the AGM.

11.4 **No personal benefit:** The Club Officers and Members shall not receive any distributions of profit or income from the Club. This does not prevent Club Officers or Members receiving reimbursement of actual and reasonable expenses incurred; or entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length relative to what would occur between unrelated parties. No Club Officer or Member may influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

11.5 **Indemnity and insurance:** The Club is authorised to indemnify an Officer under the Act or effect insurance for an Officer under the Act for the following matters:

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

b. costs incurred by the Officer for any claim or proceeding relating to that liability.

11.6 The Club Secretary may effect insurance for its current and former Officers, Members and employees as permitted by the Act, if approved by the Committee.

12. Amendments to the Constitution

12.1 Subject to Rule 12.4, this Constitution may only be amended, added to, or repealed by Special Majority at a General Meeting or a Resolution Outside of a Meeting.

12.2 Notice of an intention to amend this Constitution shall be given to the Club Secretary:

a. by a Voting Member entitled to vote or the Committee, no later than thirty (30) Days prior to a General Meeting; or

b. by the Committee, no later than seven (7) Days prior to a Resolution Outside of a Meeting.

12.3 No addition to, deletion from or amendment to this Constitution may be made which would allow personal pecuniary profits to any individuals.

12.4 If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, the Committee may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Committee does not receive any objections from Members within twenty (28) Days after the date on which the notice is sent, or any longer period that the Committee decides, the Committee may make that amendment. If it does receive an objection, the Committee may not make the amendment.

13. Regulations / Policies

13.1 The Committee may make, amend or repeal Club Regulations / Policies as it considers necessary or desirable, provided they are consistent with the Club's purposes set out in Rule 2.1, the Act and any other laws.

13.2 All Club Regulations / Policies and any amendments to them, shall be notified to all Members by publishing them on the Club's website. All Club Regulations / Policies are binding on the Club, Club Officers, and all Members, unless expressly stated otherwise.

13.3 To the extent of any inconsistency between this Constitution or any Club Regulation / Policy and an Applicable RNZ Member Organisation's constitution or regulations, the following shall prevail in this order of priority: the RNZ Constitution, RNZ Regulations, the Applicable RNZ Member Organisation's Constitutions, the Applicable RNZ Member Organisation's Regulations, this Constitution and the Club's Regulations / Policies.

14. Liquidation or Removal

14.1 **Notice:** The Committee shall give not less than twenty (28) Days' notice to all Members of a proposed motion or resolution to be voted on at a General Meeting:

a. to appoint a liquidator to put the Club into liquidation;

b. to remove the Club from the Register of Incorporated Societies; or

c. for the distribution of the Club's surplus assets.

14.2 **Majority Required**: A motion is to be considered or resolution in Rule 14.1 requires a seventy-five percent (75%) majority of votes in its favour from the Voting Members present and entitled to vote, for it to be carried.

14.3 **Surplus Assets:** The surplus assets of the Club after the payment of all costs, debts, and liabilities, shall be given or transferred to Legion of Rowers Southland Incorporated, with charitable status or any other not-for-profit entity which is exclusively charitable that shares similar charitable purposes to the Club.

15. Complaints and Disputes

15.1 Any dispute or complaint by or involving Members or any Officer arising in respect of the governance, management and operation of the Club (including any dispute or complaint referred to in section 38 of the Act) will be dealt with:

a. in accordance with any applicable procedures prescribed by law, the RNZ Constitution, the RNZ Regulations, this Constitution, the Regulations or any applicable Rules of Racing, provided they are consistent with the rules of natural justice and are interpreted and implemented accordingly; or

b. in the absence of any applicable procedures referred to in Rule 15.1a, in accordance with the procedures set out in Schedule 2 of the Act.

15.2 Any Regulations / Policies regulating complaints or dispute resolution procedures referred to in Rule 15.1a must be published by the Club on the Club's Website.

15.3 If the Club Constitution or the constitutions and regulations of any Applicable RNZ Member Organisation or any of the Rules of Racing expressly provides for it, decisions made in relation to any dispute or complaint in accordance with Rule 15.1a may be appealed to RNZ in accordance with the RNZ Constitution, RNZ Regulations or the Rules of Racing (as applicable).

15.4 All rules and procedures applicable to Members and Officers for complaints, disputes, disciplinary or other related matters in this Constitution, the Regulations or in the constitutions or regulations of any Applicable RNZ Member Organisation, or in the Rules of Racing, or otherwise decided by the Committee, shall survive the cessation of Membership in respect of any matter which occurred prior to the Member's or Officer's cessation of Membership.

16. Suspension, Sanctions and Termination of Membership

16.1 **Grounds for Suspension or Termination**: A Member may be suspended or terminated from Membership of the Club or have sanctions imposed, if the Member:

a. defaults in payment under Rule 16.2;

b. is suspended or terminated by the Club in accordance with this Constitution or the Club's Regulations / Policies;

c. is suspended or terminated by the Committee or has sanctions imposed on them, under this Rule;

d. is suspended or terminated under the constitution of an Applicable RNZ Member Organisation.

16.2 **Default**: If a Member has not paid the Membership Fee (if any) or any other fees or payments due to the Club by the due date:

a. the Club will give the Member notice of the payment(s) due with a further date for payment, being not less than thirty (30) days from the date of the notice; and

b. if payment is not made by the due date stated in the notice or other agreed date, the Member will be in default from that date and automatically terminated from Membership, unless the Committee agrees to an alternative agreed payment plan. If the Member then defaults on the agreed payment plan, the Member will be in default and automatically terminated from Membership.

16.3 **Suspension, Sanctions or Termination by Board**:

a. The Committee may suspend the Membership of a Member for up to twelve (12) months, impose other sanctions or terminate their Membership, if:

i. a Hearing Body or any other body having jurisdiction over a Member recommends such action or imposes a sanction;

ii. the Committee, or any individual(s) appointed by it, considers after reasonable enquiry that the Member did not comply with this Constitution, a Rule, a Regulation / Policy, any Rules of Racing or any resolution or decision decided by the Committee or at a General Meeting; or

iii. they are no longer Eligible to be a Member under Rule 3.2.

b. Before any suspension, sanction or termination is imposed by the Committee on a Member:

i. they will be given twenty-one (21) days' notice of the proposal to suspend, impose a sanction or terminate the Member, unless the proposal arises from a Member's failure to comply with any one or more of the applicable Membership criteria under this Constitution, in which case three (3) months' notice will be given; and

ii. has the right to be present, make submissions and be heard on the proposal to suspend, impose any sanction or to terminate the Member.

16.4 **Appeal**: There is no right of appeal of a decision made under Rule 16.3.

16.5 **Reinstatement**:

a. Subject to Rule 16.5b and Rule 16.5c, Membership which has been terminated under this Constitution may be reinstated at the discretion of the Committee, within such period as it considers appropriate, provided that any payments owing to the Club or any RNZ Member Organisation have been fully repaid. In deciding whether to reinstate a Member, the Committee may take into account whether the matter giving rise to the termination has been rectified or remedied, or whether any sanction imposed has been served.

b. Membership of an Applicable RNZ Member Organisation that was terminated under or on

the recommendation of a disputes or disciplinary process, will not be reinstated without the approval of the RNZ Board.

c. Membership that has been terminated by decision of an Applicable RNZ Member Organisation may be reinstated in accordance with its constitution and regulations.

d. Reinstatement to Membership under this Rule will mean the individual is reinstated to Membership of the Club and the Applicable RNZ Member Organisations, without the need for separate applications to each entity.

16.6 **Consequences of Suspension or Termination of Membership**: If a Member's Membership is suspended or terminated under this Constitution or the constitution of any Applicable RNZ Member Organisation, the following consequences apply to the Member for the period of the suspension, or indefinitely if terminated:

a. the suspension or termination applies to the Member's Membership of the Club and all the Applicable RNZ Member Organisations;

b. if the Member is suspended, they continue to be bound by this Constitution including their obligations under Rule 3.10 during the period of suspension;

c. the Member forfeits all rights and entitlements it has a Member under this Constitution, the Club's Regulations / Policies and the constitutions and regulations of the Applicable RNZ Member Organisations;

d. the Member may not make any claim upon the Club or any Applicable RNZ Member Organisation and their property, nor use the property of any Club or Applicable RNZ Member Organisations including their respective intellectual property; and

e. the Member is not entitled to Participate in Rowing with the Club or any RNZ Member Organisation.

17. Suspension and Removal of Committee Members

17.1 **Suspension of Committee Member:** If a Committee Member is alleged to have, given notice of, or charged with any of the circumstances described under Rule 4.3 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by a Special Majority suspend them from the Committee, pending the determination of the allegation, notice, or charge. A suspension may only be imposed following reasonable enquiries by the Committee and giving the Committee Member concerned a right to be heard by the Committee.

17.2 **Removal of Committee Member:**

a. A Committee Member may be removed from the Committee before the expiration of their term of office if the Committee considers, by Special Majority, that the Committee Member:

i. has materially breached any of their duties under this Constitution or the Act; or

ii. did not, or is unable to, materially comply with this Constitution, the Club Regulations or any rule, code, standard, resolution, decision, policy, or procedure decided by the General Meeting or the Committee;

iii. has engaged in Misconduct or acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of the Club;

iv. has brought the Club into disrepute; or

v. has been suspended or terminated as a Member, or had a sanction imposed, by a RNZ Member Organisation, or RNZ.

b. The Committee Member who is the subject of the motion to be removed is counted for the purpose of reaching a quorum but shall not participate in the vote on the motion.

c. Before any decision for removal is made by the Committee, the Committee Member concerned shall:

i. be given no less than fourteen (14) Days' written notice by the Committee of the proposal to remove them;

ii. has the right to make written submissions in advance of the decision; and

iii. has the right to be present, make submissions and be heard by the Committee.

18. Colours

18.1 The colours of the Club are Yellow and White, with a blue logo unless otherwise amended by RNZ in accordance with the RNZ Constitution and the RNZ Regulations.

19. Matters Not Provided For

19.1 If any matter arises that, in the opinion of the Committee, is not provided for in the Club Constitution, any Club Regulations / Policies or the constitutions or regulations of any Applicable RNZ Member Organisation, or the Rules of Racing, or if any question or dispute arises out of the interpretation or application of this Constitution, the Regulations, or the Rules of Racing, the matter, question or dispute will be decided by the Board as it sees fit.

19.2 Any matter or dispute which has been, or is being, dealt with by the Committee under Rule 19.1 must be reported to the Members at the next AGM.

20. Transition

20.1 **Existing Life Members**: Individuals who were granted Life Membership of the Club prior to the Commencement Date will remain as Life Members, subject to this Constitution.

20.2 **Existing Members:** Members of the Club, at the Commencement Date, will remain as Members of the Club but before 5 April 2026 must reapply for Membership of it and the Applicable RNZ Member Organisations in the relevant Category of Membership in accordance with this Constitution.

20.3 **Application of Rules in Transition:** Members will not be required to comply with the Rules in this Constitution that are specified in Schedule 2 of the RNZ Constitution until the date specified in that Schedule, unless a later date is decided by the RNZ Board.

20.4 **Transition of Committee Members:** Existing Committee members will remain in that role until the following AGM where Committee members will be re-elected, or replaced.

21. Definitions and Interpretation

21.1 **Definitions**: The capitalised words and phrases used in this Constitution shall mean as follows:

Applicable RNZ Member Organisations means all the RNZ Member Organisations of which the Individual Member is a Member, namely:

- the Club;
- the Applicable Member Association; Southland Rowing Association Inc.
- any other RNZ Member Organisation of which they are a Member; and
- RNZ.

Applicable Member Association and **Association** has the meaning given to it in Rule 1.2a.

Appointed Member has the meaning given to it in Rule 3.4.

Casual Regatta Day Member means an individual who is a member of the Club and the Applicable RNZ Member Organisations. The member must be an experienced rower and pay the applicable fee for the regatta day row. The criteria recorded in the club regulations/policies webpage.

Casual Vacancy means a vacancy which arises:

a. due to the office holder resigning prior to the expiry of their term of office;
b. due to the death of the office holder;
c. where the office holder has been removed from office in accordance with this Constitution;
d. where the office holder is no longer Eligible to remain in office as specified in this Constitution;

e. where there are insufficient applications for the available positions of Committee Members and the position is not filled following an election; or

f. for Committee Members only, due to the Committee Member being absent from more than three (3) consecutive meetings without having their absence approved by the Committee Chair, or without reasonable excuse.

Club Manager means the person appointed as the manager of the Club (if applicable) by the Committee in accordance with Rule 9 of this Constitution.

Committee means the Committee of the Club as described in Rule 5.2,

Constitution means this constitution, including any amendments unless stated otherwise.

Contact Details means a physical or electronic address and a telephone number.

Day means any day of the week (including a Saturday, Sunday, and a public holiday).

Eligible means an individual is eligible to apply to become, and to remain as, a Member in accordance with Rule 3.2 or to apply to become and to remain as a Committee Member under Rule 4.3, as the context requires, and **Eligibility** has the same meaning.

Financially Current means the Member has fully paid its Membership Fees and other fees to the Club by the due dates or in accordance with any agreed payment plan.

General Meeting means an Annual General Meeting (AGM) or Special General Meeting (SGM) of the Club.

Hearing Body means a panel, tribunal or body which has been appointed by the Committee or any board of any RNZ Member Organisation to hear, decide and impose sanctions for breaches of their respective constitutions or regulations or the Rules of Racing or any other matters within the Club's or an RNZ Member Organisation's respective jurisdictions.

Life Member means a person who has been granted life membership of the Club.

Major Transaction has the same meaning as this term is given in sections 129(2) to (3) of the Companies Act 1993, where the reference to a company means the Club.

Majority means a majority (50% +1) of the votes properly cast by those entitled to be, and who are present (in accordance with this Constitution) and entitled to vote.

Member means an individual who is a member of the Club and the Applicable RNZ Member Organisations and **Membership** has a corresponding meaning.

Membership Year means a period of twelve (12) months beginning on 1 September and ending on 31 August.

Misconduct includes, but is not limited to, conduct (whether in person, online or otherwise) by an individual who:

a. uses any profane, indecent or improper language at any event, function or activity of the Club, any RNZ Member Organisation or RNZ whilst on the property of the Club, any RNZ Member Organisation or RNZ;

b. engages in offensive or insulting behaviour towards the Club, any RNZ Member Organisation, RNZ, or any individual acting for or on behalf of the Club, at any time or place;

c. has breached any rule or provision of:

   i. this Constitution, or the constitutions of any RNZ Member Organisation or RNZ;

   ii. any Club Regulation or any regulation, bylaw or other rule (however described) of any RNZ Member Organisation or RNZ;

   iii. any policies or procedures of the Club, a RNZ Member Organisation or RNZ;

   iv. any reasonable directions of the Club, a RNZ Member Organisation or RNZ, (or individual authorised on their behalf); or

   v. any decision of a General Meeting, the Committee, a Hearing Body, or any decision of any equivalent bodies of the Club;

d. has acted in a manner which brought, or could bring the Club, any RNZ Member Organisation or RNZ, into disrepute;

e. has acted in a manner unbecoming of a Member, or which is prejudicial to the Purposes of the Club and/or the purposes of a RNZ Member Organisation or RNZ; or

f. has damaged the right or interests of the Club or the rights of interests of Members generally.

Officers means the President, Treasurer, Secretary, Committee Members, and any other individual defined as an Officer under the Act and **Officer** means any one of the Officers.

Participate in Rowing means to compete, participate or otherwise be involved in any capacity in any activities, events, regattas, functions or meetings of the Club, any RNZ Member Organisation, or RNZ including as a rower, coach, manager, volunteer, official, board or committee member, parent/guardian, administrator, or student.

Regulations and **Club's Regulations / Policies** means any rules, regulations, by-laws, directives, codes, standing orders, policies or procedures adopted by the Committee pursuant to this Constitution.

Resolution Outside of a Meeting means a decision of the Voting Members made in the manner described in Rule 10.23 and **Resolutions Outside of Meetings** has the same meaning.

Reviewer means a person independent of the Club who is a qualified auditor under the Financial Reporting Act 2013.

RNZ means Rowing New Zealand Incorporated (#217284), formerly known as the New Zealand Rowing Association Incorporated or **NZRA**, and prior to that, known as the New Zealand Amateur Rowing Association or **NZARA**; and where relevant, includes its officers, board members, employees, contractors and agents.

RNZ Board means the governing body of RNZ as defined in the RNZ Constitution.

RNZ Member Organisation means the organisations which are members of RNZ as defined in the RNZ Constitution i.e. Member Associations, Member Clubs, Member Schools, Member University Organisations and Affiliate Members.

Rowing means the sport of rowing in all forms (including but not limited to flatwater rowing, para rowing, coastal rowing, and indoor rowing).

Rules means the rules in this Constitution, or other rules, codes, standards, resolutions, decisions, policies and procedures made by the Committee or the boards of the Applicable RNZ Member Organisations, as applicable.

Rules of Rowing means the rules regulating Rowing in New Zealand for regattas and events in which rowing is undertaken and which are decided in accordance with the RNZ Constitution; and includes any local clauses permitted for certain regattas in the Rules of Racing.

SLR means Southland Legion of Rowers Incorporated

SRA means Southland Rowing Association Incorporated

SRA Board means the governing body of SRA as defined in the SRA Constitution.

Special Majority means a motion or resolution passed by two-thirds (2/3rd) (rounded up to the nearest whole number) of the votes properly cast by Voting Members present and entitled to vote at a General Meeting, or Committee Members at a Committee meeting, (as applicable).

21.2 **Interpretation**: In this Constitution:

a. words using the singular includes the plural and vice-versa;

b. any reference to legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of that legislation;

c. any agreement includes that agreement as modified, supplemented, novated or substituted from time to time;

d. any obligation not to do something includes an obligation not to suffer, permit, or cause that thing to be done;

e. a reference to an individual means a natural person and includes the legal and personal representatives, successors and permitted assignees of that person;

f. a reference to a person includes bodies corporate, unless stated otherwise;

g. references to periods of time or notices, exclude the days on which they are given;

h. headings and the contents page are for reference only and are to be ignored in interpreting this Constitution; and

i. a reference to “in writing” includes words visibly represented, copied or reproduced including by email or online.

20.3 **Notices**:

a. Subject to any other notice provision in this Constitution, any notice or other communication required to be given under this Constitution shall be in writing and will be given as follows:

i. if to a Member, to the address (which may include physical, email or other address) specified in their Contact Details.

ii. if to the Club, to secretary@invercargillrowingclub.org.nz or by post to the Club’s registered office set out on the Register of Incorporated Societies.

b. A notice is deemed to have been received:

i. if given by post, when left at the address of an individual or five (5) working Days (as defined in the Legislation Act 2019) after being put in the post;

ii. if given by email upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt); or

iii. if posted on the Club’s website; at the date and time it is posted;

provided that any notice or communication received, deemed received or posted after 5pm on a working Day, or on a day which is not a working Day, will be deemed not to have been received until the next working Day.