

**CONSTITUTION
OF
NOMADS UNITED AFC INC.**

**NOMADS UNITED AFC (INC)
Constitution**

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NOMADS UNITED AFC Constitution

1. Definitions and interpretation

1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

Act means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

AGM or Annual General Meeting means a meeting of the Members held once a year convened under this Constitution.

Bylaws means any bylaws, policies, regulations and codes of the Club made under clause 13.

Committee means the Club's governing body.

Committee Member means a member of the Committee.

Constitution means this Constitution, including any amendments and any schedules to this Constitution.

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

Diversity, Equity and Inclusion means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

Executive means a group of 4 elected committee members, the President, Vice president, Treasurer and Secretary.

General Manager means the person in the highest-ranking management position in the Club.

General Meeting means an AGM or SGM of the Club.

Interested has the meaning given in section 62 of the Act.

Matter has the meaning given in section 62(4) of the Act.

Member means each person who for the time being is a member of the Club and includes all classes of members described in clause 4.4- 4.11.

Officer means a Committee Member and any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

Ordinary Resolution means a resolution passed by a majority of votes cast.

SGM or Special General Meeting means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

Special Resolution means a resolution passed by a 75% majority of votes cast.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in Canterbury.

2. Club Details

- 2.1 **Name:** The name of the society is Nomads United AFC Inc. **[MANDATORY CLAUSE]**
- 2.2 **Contact person:** At its first Committee meeting following an AGM, the Committee must confirm that the contact persons will be the General Manager (and Secretary, if elected) subject to those persons meeting the eligibility criteria set out in the Act. The Committee must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details. **[MANDATORY CLAUSE]**

3. Purpose and powers

3.1 **Purpose:** The purposes of the Club are to: **[MANDATORY CLAUSE]**

- (a) be a member of Mainland Football;
- (b) promote, develop, foster, advance and administer association football activities, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa;
- (c) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of association football activities.
- (d) promote a high standard of play, training, development and performance within the game in Christchurch and the wider Canterbury region.
- (e) lead, promote and enable Diversity, Equity and Inclusion across the whole club including governance of the Club and participation in association football activities.
- (f) promote the spirit of good fellowship and sportsmanship.
- (g) create opportunities for all participants in the game including players, coaches, referees, officials and administrators to reach their potential.
- (h) promote, develop and co-ordinate association football leagues and competitions.
- (i) protect the integrity of the association football and the Club by developing and enforcing standards of conduct as set out by Mainland Football and New Zealand Football (NZF) from time to time.

4. Members

- 4.1 **Application:** An application to become a Member (**Application**) must be in the form required by the Committee. All Applications are decided by the Committee, which may accept or decline an application in its absolute discretion. A person becomes a member when their application has been accepted and they have paid the required membership fees and satisfied any other preconditions. **[MANDATORY CLAUSE]**

4.2 **Member consent:** A person or entity consents to become a Member by submitting an Application to the Club or paying fees, unless otherwise specified in this Constitution. **[MANDATORY CLAUSE]**

4.3 **Membership:** The categories of Members of the Club are as set out below.

4.4 Ordinary Member

(a) Any person who is a registered playing member of the Club.

4.5 Junior Member

(a) Any Ordinary Member under the age of 18 years.

(b) Junior Members shall not hold any office.

(c) Voting Rights: a Junior member is not entitled to any voting rights. However, the parent or guardian of a Junior Member, once any applicable membership fees have been paid in full, shall be entitled to full voting rights, being one vote irrespective of how many children are Junior Members (i.e 1 Vote per family)

4.6 Senior Member

(a) Any Ordinary Member over the age of 18.

(b) Once any membership fees have been paid in full a Senior Member shall have full voting rights.

4.7 Life Member

(a) Life Membership may be granted in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Committee setting out the grounds for the nomination. The Committee must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by an Ordinary Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership.

(b) Any Life Member shall have full voting rights and shall be exempt from paying membership fees.

4.8 Committee Member

(a) Any person elected, co-opted, or appointed as a member of the Committee under clause 7.8.

(b) Committee Members shall have full voting rights and shall be exempt from paying membership fees, unless also a Senior Member.

(c) The persons elected as President, Treasurer, Secretary and Vice President will automatically become an executive committee member upon their election as well as being a committee member.

4.9 Volunteer Member

- (a) Any person who coaches, manages or co-ordinates a grade shall be deemed a Volunteer Member.
- (b) Volunteer Members shall be exempt from paying membership fees unless also a player.
- (c) If any person fulfils multiple voluntary roles, for the purposes of voting they will only be considered a Volunteer Member.
- (d) A Volunteer Member shall have full voting rights.

4.10 Associate Member

- (a) Any person who is not already categorised as any of the above types of Members but has applied for Membership pursuant to clause 4.1 and has had such application accepted and paid in full any applicable membership fees.
- (b) An Associate Member shall have full voting rights.

4.11 Other

- (a) Such other category that the Committee may decide from time to time.
- (b) All members with exception of Life Members and Volunteer Members, are subject to annual renewal in order to retain membership. Committee Member renewal will be subject to their respective elected term of office.

4.12 Member rights and obligations: Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the statutes, rules, procedures or policies of Mainland Football and NZF.
- (b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Committee;
- (c) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Committee, including payment of any membership or other fees within the required time period;
- (d) if they fail to comply with sub-clause (c) the Committee may terminate their membership, but the Member continues to be bound by this Constitution;
- (e) they do not have any rights of ownership of, or the automatic right to use, the Club's property; and
- (f) they will promote the interests and purposes of the Club and must not do anything to bring the Club into disrepute.

4.13 Ceasing to be Member: A Member ceases to be a Member: **[MANDATORY CLAUSE]**

- (a) on death;
- (b) by giving notice to the Committee of their resignation;

- (c) if their membership is terminated under clause 4.12(d);
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

4.14 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees to the Club;
- (b) must return all the Club's property if required;
- (c) ceases to be entitled to any rights of a Member.

4.15 **Membership fees**

- (a) All fees and subscriptions for playing Members in the Senior competitions, or in a situation where the Club deems a fee is payable, **must be paid by the start of the first scheduled game of the relevant year** unless otherwise determined by the Committee.
- (b) All fees and subscriptions for playing Members in the Community, Junior or Youth competitions **must be paid by the start of the first scheduled game of the relevant year** unless otherwise determined by the Committee.
- (c) Where a playing Member has not paid the relevant fees and subscriptions in full by the date specified in Rules 4.15 (a) and 4.15(b) that Member will be suspended from Club activities, including matches, until their fees and subscriptions have been paid in full
- (d) The Committee may decide to waive fees and subscriptions in relation to a particular playing Member.
- (e) Clause 4.16(a) and 4.16(c) will not apply to the playing Member during the period their fees are waived.

4.16 **Member register:** The Committee will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to the Club of any change to their Contact Details. The Member register will be updated as soon as practicable after the Committee becomes aware of changes of the information recorded in the Member register. The Committee will keep a record of those who have ceased to be a Club member within the previous 7 years and the date on which they ceased to be a member.

[MANDATORY CLAUSE]

5. Uniform

5.1 **The colours of the Club shall be blue, white and red.**

5.2 **The playing uniform of the club shall be,**

- a) royal blue jersey with white trim
- b) white or red shorts
- c) plain red socks

5.3 The committee may decide on the specific design and colour combinations for individual grades and teams within the club's colours detailed in clause 5.1

5.4 The committee may decide on the design and colour combination of the alternative playing strip.

5.5 Any non-playing uniform, including but not limited to supporters' uniform, coaches or officials' uniform, mascots and ball boys' uniforms or any other club representative uniform shall be approved by the committee and must conform to the Club's colours unless otherwise decided and approved by the committee.

6. General Meetings

6.1 **AGM:** An AGM must be held once a year at the time, date and place as the Committee decides, but not more than 6 months after the balance date of the Club and not more than 15 months after the previous AGM. **[MANDATORY CLAUSE]**

6.2 **Notice of AGM:** The Members must be given at least 21 days notice of the AGM. Notice to Members of an AGM may be given by posting on the Club's website and advertising on social media channels. **[MANDATORY CLAUSE]**

6.3 **Business of AGM:** The following business will be discussed at the AGM: **[MANDATORY CLAUSE]**

- (a) confirmation of the minutes of the previous AGM;
- (b) the Committee's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report from the President
 - (ii) the annual financial statements;
 - (iii) the auditor's report to members on the financial statements audited by a qualified auditor or the review report of the financial statements;
 - (iv) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
- (c) the election of the President, Secretary, Treasurer, Vice-president, Convenors (Senior, Junior and Women's), Club Patron, Club Captain and other Committee Members;
- (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;

- (e) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 6.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club **at least 14 days** before the date of the AGM. **[MANDATORY CLAUSE]**
- 6.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM **at least 7 days** before the date of the AGM. **[MANDATORY CLAUSE]** No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.
- 6.6 **Calling of SGM:** The Committee must call a SGM if it receives a written request stating the purpose of the SGM from the Committee itself or by **10% of Members**. **[MANDATORY CLAUSE]**
- 6.7 **Notice of SGM:** Members must be given at least **21 days notice of the SGM**, unless the Committee, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM. **[MANDATORY CLAUSE]**
- 6.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 6.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 15 of the Members who are entitled to vote, including Members present by casting votes by electronic means . The quorum must always be present during the General Meeting. **[MANDATORY CLAUSE]**
- 6.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 6.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 6.12 **Control of General Meetings:** The chairperson chairs General Meetings. If that person is unavailable, a Committee Member (appointed by the Committee) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 6.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or notice within the required

time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:

- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
- (b) a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.

6.14 **Attendance:** Members and any other persons invited by the Committee are eligible to attend and speak at General Meetings.

6.15 **Voting:** Subject to the voting entitlements at clause 4.4 – 4.12 a Member is entitled to exercise one vote on any motion at a General Meeting in person **[MANDATORY CLAUSE]**

6.16 **Voting by electronic means:** Voting by electronic means is permitted.

6.17 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or 5 Members or as otherwise required under this Constitution. **[MANDATORY CLAUSE]**

6.18 **Minutes:** Minutes must be kept of all General Meetings. **[MANDATORY CLAUSE]**

6.19 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution. **[MANDATORY CLAUSE]**

7. **Committee**

7.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Committee must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club. **[MANDATORY CLAUSE]**

7.2 **Composition:** The Committee consists of the President, the Secretary, the Treasurer, and up to 12 other persons elected at the AGM]. The majority of the committee members must be members of the club. **[MANDATORY CLAUSE]**

7.3 **Eligibility:** Persons must be over the age of 18 at the time of nomination to be eligible and meet all requirements set out in clause 7.9.

7.4 **Executive Committee:** The Executive Committee will comprise of the President, Secretary, Treasurer and Vice-president. The executive will meet periodically (usually 3 monthly). The Executive will work closely with the General Manager and Director of Football to ensure the smooth day to day running of the club. Responsibilities of the Executive will include all employment work and other items of a confidential nature.

7.5 **Role of President:** The President will engage in activities agreed with the Committee which may include activities to promote the Club, good relations and communications

between Members and the reputation and best interests of the Club, and to preside at Club events. The President will report to the committee relevant information from Executive meetings.

7.6 Role of Secretary: The Secretary will:

- (a) attend to all correspondence and keep minutes of General Meetings and Committee meetings and ensure that any subcommittee keeps minutes; and
- (b) keep all records and generally perform all the secretarial work of the Club, working alongside and with the support of the General manager. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible for their performance.

7.7 Role of Treasurer: The Treasurer will:

- (a) receive 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;
- (b) invest all funds of the Club in the manner directed by the Committee; and
- (c) keep the Club's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Committee.

7.8 Election of Committee Members: Committee Members are elected as follows:

[MANDATORY CLAUSE]:

- (a) Nominations for any Committee Member positions that are to be vacated at an AGM will be accepted 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 Resolution of Members. 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 to fit the number of vacant positions are declared elected;
- (d) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;
- (e) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

7.9 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 or under section 47 of the Act

7.10 Disqualification: The following persons are disqualified from being elected or holding office as a Committee Member:

- (a) A person who is an employee of, or independent contractor to, the Club.

- (b) A person who is disqualified from being elected or holding office as a Committee Member under section 47 of Act
- (c) A person who has been removed as a Committee Member following a process under this Constitution or any Bylaw.

If an existing Committee Member becomes or holds any position in (a) above then upon their appointment to such a position, they are deemed to have vacated their office as a Committee Member. If any of the circumstances listed in (b) above occur to an existing Committee Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

7.11 **Term of office:** The term of office for all Committee Members is 1 year, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for a consecutive term of office. There is no limit on the number of terms an individual can serve. **[MANDATORY CLAUSE]**

7.12 **Committee Member ceasing to hold office:** A person ceases to be a Committee Member if: **[MANDATORY CLAUSE]**

- (1) their term expires;
- (2) the person resigns by delivering a signed notice of resignation to the Committee;
- (3) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act
- (5) the person dies.

8. Committee meetings

8.1 **Calling meetings:** Committee meetings may be called at any time by the Chair or by 3 Committee Members, but generally the **Committee meets monthly** **[MANDATORY CLAUSE]**

8.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Committee may regulate its own procedure. **[MANDATORY CLAUSE]**

8.3 **Quorum:** **The quorum for a committee meeting is half the number of committee members plus one.** **[MANDATORY CLAUSE]** Any Committee Member may be counted for the purposes of a quorum, participate in any 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 communication provided that all persons participating in the Committee meeting can hear each other effectively and simultaneously.

8.4 **Chair:** The Committee will elect the Chair from amongst the Committee Members. This will occur at the first meeting after an AGM. The Chair will chair Committee meetings [and General Meetings]. If the Chair is unavailable, another Committee

Member must be appointed by the Committee to undertake the Chair's role during the period of unavailability. **[MANDATORY CLAUSE]**

8.5 Voting: Each Committee Member has one vote. Voting is by voices or on request of any Committee Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. **[MANDATORY CLAUSE]**

8.6 Resolution in writing: A resolution in writing signed or consented to by email or other electronic means by a majority of Committee Members is valid as if it had been passed at a Committee meeting. Any resolution may consist of several documents in the same form each signed by one or more Committee Members.

9. General Manager

9.1 Role of General Manager: A Committee may engage a General Manager. The General Manager is under the direction of the Committee and is responsible for the day-to-day management of the Club under this Constitution and the Bylaws and within any delegated authority from the Committee.

9.2 Committee involvement: The General Manager may attend Committee meetings when required by the Committee but has no voting rights.

10. Finances

10.1 Control and management of finances: The funds and property of the Club are controlled, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in clause 3. **[MANDATORY CLAUSE]**

10.2 Balance date: The Club's balance date is 31st December or on the date as the Committee decides.

10.3 Audit or Review of financial statements: The Club's financial statements must be audited or reviewed each year and the audited or reviewed financial statements must be submitted to the AGM. The auditor or reviewer will be appointed by the Committee. An audit will be completed at least every 3 years.

10.4 No personal benefit: The Officers and Members may not receive any distributions of profit or income from the Club. This does not prevent Officers or Members:

- (a) receiving reimbursement of actual and reasonable expenses incurred, or
- (b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties, provided no Officer or Member is allowed to 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. Ownership, Use of Intellectual Property and Common Seal

- 10.1 In this constitution, the expression 'Intellectual Property' includes but is not limited to all copyright, trademarks, names, brands, designs, design rights, patents, rights and databases, technology, trade secrets, confidential information, broadcast rights, publication rights, know how, techniques, trade practices, inventions, developments, improvements, concepts, processes and systems of every type.
- 10.2 All Intellectual Property of the Club shall be and remain its sole and exclusive property.
- 10.3 Any decisions regarding the use of the Club's Intellectual Property may only be made by the committee and may be subject to such terms and conditions as the board in its sole discretion may require.
- 10.4 The committee shall adopt a common seal and such seal shall be under the control of the committee. The common seal of the club shall only be affixed to any document pursuant to a resolution of the committee and in the presence of not less than two committee members.

12. Amendments

- 12.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting. **[MANDATORY CLAUSE]**
- 12.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 12.3 **Minor effect or technical alteration:** If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, then 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 20 Working Days after the date on which the notice is sent, or any longer period of time that the Committee decides, then the Committee may make that amendment. If it does receive an objection, then the Committee may not make the amendment

13. Bylaws

The Committee may make and amend Bylaws for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with the Club's purposes set out in clause 3, the Act and any other laws. All Bylaws are binding on the Club and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

14. Dispute Resolution

[MANDATORY CLAUSE]

- 14.1 A Member or a Committee Member may make a complaint in writing (including by electronic mail) to the Committee.
- 14.2 The written complaint shall set out the allegation, who it relates to and provide sufficient supporting details in order for the Committee to be properly advised.
- 14.3 The Committee has the power to use any or a combination of the below mechanisms, where relevant and applicable when resolving a dispute:
- (a) Investigate and determine the matter as set out in clause 14.4;
 - (b) Refer to the matter to Mainland Football;
 - (c) Rely on the Mainland Football and / or NZF Statutes, constitutions, regulations, policies, procedures or guidelines to determine a matter, this may include but is not limited to use of the NZF Disciplinary Code, the NZF Code of Conduct and the NZF Code of Ethics and the relevant Regional Association Disciplinary and Ethics Committee.
- 14.4 In the event the Committee investigates and / or determines a matter under 14.3(a) the following principles and procedures shall be adhered to:
- (a) The Committee in the first instance shall determine whether the complaint is frivolous, vexatious or otherwise without merit before investigating or determining a complaint.
 - (b) No reasons need to be given by the Committee for a determination to proceed or not with a complaint as set out in 14.4(a).
 - (c) Unless otherwise required by Mainland Football or NZF, the Committee shall the power to conduct and regulate the proceedings as it sees fit having regard to the principles of natural justice, the circumstance of the complaint and these dispute provisions.
 - (d) The standard of proof shall be on the balance of probabilities and rest with the complainant.
 - (e) A person who makes a complaint has a right to be heard either in writing, or at an oral hearing or both as determined by the Committee.
 - (f) A person who is the subject of the allegations or complaint, has a right to be heard either in writing, or at an oral hearing or both as determined by the Committee.
 - (g) The Committee will, subject to 12.4(a), investigate and resolve disputes in a fair and efficient manner.
 - (h) The committee may refer the complaint to an external person for the purposes of conducting an independent investigation and / or decision making.

- (i) Any member of the Committee who is empowered to investigate or determine a complaint must be impartial and able to consider the matter without a predetermined view. If two or more other Committee Members on reasonable grounds believe that the chosen Committee Member may not be impartial, shall refer the matter to another Committee Member or external person for investigation and decision making.

15. Liquidation and removal

15.1 **Notice:** The Committee must give notice to all Members at least 20 Working Days of a proposed motion:

- (a) to appoint a liquidator;
- (b) to remove the Club from the Register of Incorporated Societies; or
- (c) for the distribution of the Club's surplus assets.

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

15.2 **Special Resolution:** Any resolution for a motion set out in clauses 15.1(a) to (c) must be passed by a Special Resolution of Members.

15.3 **Surplus assets:** The surplus assets of the Club, after the payment of all costs, debts and liabilities, must be disposed of to Mainland Football or any other not-for-profit entity that shares similar purposes with the Club. **[MANDATORY CLAUSE]**

16. Transition

16.1 **Transition:** This clause 16 applies to facilitate transition of the Club from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

16.2 **Power of Committee during transition period:** Subject to the Act, the Committee may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for [time period] and is solely to enable flexibility in the transition of the Club from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

16.3 **Transition of Committee Members:**

- (a) currently elected committee members will remain as committee members, if eligible, under the new constitution.