

**RULES**  
**OF**  
**RICHMOND YACHT CLUB INCORPORATED**

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As updated subsequent to Special General Meeting,

22/05/01 Subsequently updated Annual General Meeting,

12/06/2007

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**1.0 NAME**

1.1 The name of the Club is the “**RICHMOND YACHT CLUB INCORPORATED**” (hereinafter referred to as the Club)

**2.0 OBJECTS**

2.1 The objects of the Club shall be the encouragement of amateur yachting and boating generally for the benefit of amateur boating **and** all the Celub members.

**3.0 POWERS**

3.1 Without limiting any general powers vested in it the Club shall have the following powers:

3.2 To purchase, take on lease or in exchange or hire or license or otherwise acquire, hold, mortgage and dispose of any real or personal property and any rights and privileges which the Club shall think necessary or expedient,

3.3 To purchase, lease, hire or otherwise acquire construct and maintain and to sell, exchange or otherwise dispose of buildings, fences, machinery, skids, slipways, hauling out sites, roads, paths and other works property or assets whatsoever, as may be rendered necessary or expedient for the use of the Club.

3.4 To apply for and obtain funds from any person, institution or trust,

~~3.5~~ 4 To borrow or raise money from time to time by the issue of debenture bonds, mortgages or any other security or without security and upon such terms and conditions as may be thought fit.

~~3.6~~ 5 To invest the whole or any part of the Club's funds in such securities or assets and upon such terms as may be thought fit.

~~3.7~~ 6. To apply for, hold, and renew a Club license under the current sale of liquor legislation.

~~Sale of Liquor Act.~~

3.87 To affiliate with any other clubs, associations or organisations having objects similar to the objects of the Club.

3.9 Employ one or more staff members, and delegate responsibilities to such staff members.

#### 4.0 REGISTERED OFFICE

4.1 The registered office of the Club shall be situated at the Clubhouse, 173 Westhaven Drive, Westhaven, Auckland or at such other place as the Committee may from time to time determine.

#### 5.0 MEMBERSHIP [for discussion at AGM, specifically Crew vs Associate]

5.1 The Club shall consist of General, Family, Junior, Associate, Crew, Life and Honorary members. Membership shall give the member the right to enter such parts of the Clubrooms as are generally open to members, - at such times that the Clubrooms are open to members, to use the Club's other property and, unless specifically excluded, to vote and to hold office if so elected. Such rights may not be delegated nor assigned to non-members. Any General member upon attaining the age of sixty five years and having been a financial member for the previous five years will be eligible for a reduced subscription as set by the AGM. In the case of Family Membership, eligibility shall be determined by the age of the older partner. The Committee shall have full authority ~~power~~ to accept or decline any application for membership and shall not be obliged to state any reason for declining any such application.

#### 5.2 GENERAL MEMBERSHIP

Application for General Membership may be made by any person and shall be in writing, signed by that person and having been nominated by two (2) members (other than Honorary, Junior and Crew Members) and accompanied by an amount equal to the nomination fee and the first year's subscription as set by the Annual General Meeting.

#### 5.3 VETERAN MEMBERSHIP

Any General member upon attaining the age of sixty five years and having been a financial member for the previous five years will be eligible for a reduced subscription as set by the AGM. In the case of Family Membership, eligibility shall be determined by the age of the older partner.

#### 5.43 FAMILY MEMBERSHIP

Any member, either General or Associate or any intending members who are currently residing at the same address as their partner/spouse and/or children may apply for Family Membership on payment of the appropriate subscription as set by the Annual General Meeting. Family membership shall entitle the member's partner/spouse and/or children to all the privileges of General Membership providing that children under 18 years shall not be entitled to vote, hold office, or nominate new members. On attaining the age of 18 years, the child of a Family Member shall not be entitled to continue that membership. On payment of the appropriate subscription they/he/she shall be entitled to continued membership ~~become a member without paying a nomination fee. General member.~~

#### 5.54 JUNIOR MEMBERSHIP

Upon making application for membership as a Junior Member and on payment of the appropriate subscription as set by the Annual General Meeting, Junior Members shall be entitled to all the privileges and rights of General Membership, but shall not be entitled to vote or hold office or nominate new members. On attaining the age of eighteen 18 years a Junior Member shall not be entitled to continue that membership,

but on payment of the appropriate subscription shall be entitled to continue membership ~~without further nomination fee.~~

#### 5.65 ASSOCIATE MEMBERSHIP [for discussion at AGM]

Any member, or intending member, who is a power boat owner or who resides more than 80 kilometers from the Richmond Yacht Club, may apply for membership in writing, signed by that person and by two nominating members (other than Honorary Members). This application is to be accompanied by an amount equal to the ~~nomination fee and the~~ first year's subscription as set by the Annual General Meeting.

#### 5.76 CREW MEMBERSHIP [for discussion at AGM]

Any member, or intending member, who is a non-boat owner, may apply for membership in writing, signed by that person and by two nominating members (other than Honorary Members). This application is to be accompanied by an amount equal to the ~~nomination fee and the~~ first year's subscription as set by the Annual General Meeting. A Crew Member shall be entitled to all the privileges of the Club, but shall not be entitled to vote or hold office or nominate new members. Upon completion of three (3) years membership a Crew Member shall not be entitled to continue that membership, but on payment of the appropriate subscription shall be entitled to General continue membership, ~~without further nomination fee.~~

#### 5.87 LIFE MEMBERSHIP

Any member may be proposed by the Committee to be a Life Member in recognition of valuable services to the Club and any such proposal shall be submitted to the next subsequent General Meeting when any such person shall become a Life Member, unless a ballot is demanded and the proposal fails to obtain a majority of at least three fourths of the members then present. The partner or spouse shall be entitled to General Membership at nil fee for the term of that partnership.

#### 5.98 HONORARY MEMBERSHIP

Honorary Membership may be granted by the Committee to any person for services rendered to the Club or to the sport of yachting generally and such membership shall continue until revoked by the Committee. Honorary membership may be granted by the Commodore to any yachts person visiting Auckland from any other part of New Zealand or from overseas and such Honorary Membership shall lapse after three months unless renewed by the Commodore, for such length of time as the Commodore shall decide. An Honorary Member shall be entitled to all the privileges of the Club, but shall not be entitled to vote or hold office or nominate new members.

[For discussion at AGM. Proposal re. "Boat" Membership]

## 6.0 RESIGNATION, EXPULSION AND SUSPENSION

6.1 Any member wishing to resign from the Club shall give notice in writing to that effect to the ~~Club Aoffice administrator~~ Secretary.

6.2 Every member on joining the Club immediately undertakes to comply with these rules.

6.3 Should any member refuse to comply with these rules or neglect to do so or conduct themselves in such a way that is reasonably considered offensive, inappropriate, or unsportsmanlike or otherwise not in the best interests of the Club in the unanimous view of three Flag Officers, then those officers shall refer the matter with redress to the Committee. Such conduct shall render such member liable to expulsion or suspension for any period up to three months.

6.4 Such member shall be entitled to receive at least seven (7) days notice of any meeting of the Committee, to be chaired by the President, at which his/her expulsion or suspension is to be considered with (in either such case) a statement of the grounds for the complaint and whether the penalty of expulsion or suspension is appropriate, and that member shall be given the opportunity of offering an explanation in his/her defense. The Committee shall hear the complaint and any defense, and shall make such decision on action to be taken, which may include expulsion or suspension of the member for a term to be decided upon by the Committee in their absolute discretion. The decision of the Committee shall be final and binding.

## **7.0 GUESTS**

7.1 Any member may introduce guests to the Club premises on such occasions and subject to such conditions as the Committee may determine.

7.2 A member is responsible for the behaviour of each such guest, and in particular will be personally responsible for any damage caused by any such guest.

## **8.0 GENERAL MEETINGS**

8.1 An Annual General Meeting shall be held in June each year at a time and place fixed by the Committee for the purpose of receiving and adopting the Commodore's report, the Secretary's report, the Treasurer's balance sheet, statement of accounts for the preceding year, fixing the nomination fee and subscriptions, electing officers and members of the Committee for the ensuing year and transacting any other business of which notice has been received by the Secretary from any member by 8 p.m. on the 28<sup>th</sup> day prior to the Annual General Meeting.

8.2 A Special General Meeting may be called at any time by order of the Committee or on a requisition signed by at least ten Club members or three members of the Committee. Such requisition is to state the object thereof.

8.3 Not less than fourteen (14) days notice of every Annual and Special General Meeting shall be given to every member by e-mailing to his/her e-mail address in the Club's recordbooks stating the time and place of the meeting and the business to be transacted at it.

8.4 Attendees shall be recorded. Twenty (20) financial members shall constitute a quorum at all General Meetings. Non financial members shall not be entitled to vote.

8.5 At all General Meetings the chair shall be taken by the President, or the Commodore, or the Vice Commodore or the Rear Commodore, with preference in that order or should none of them be present then by such member as the meeting shall decide.

8.6 Every financial member entitled to vote and present at a General Meeting shall have one vote and the result of the voting shall be declared by the Chair ~~Person~~. Voting shall be by a show of hands except where a ballot is expressly provided for in these rules or demanded by any three members present. Where the voting is equal the motion shall not be carried.

## **9.0 OFFICERS AND COMMITTEE**

9.1 The Officers of the Club shall (in order of seniority) consist of a President and three Flag Officers, (being Commodore, Vice Commodore, Rear Commodore), a Treasurer and a Secretary.

9.2 The Committee shall consist of the Commodore, Vice Commodore, Rear Commodore, Treasurer, and Secretary (being the "ex-officio") members and up to twelve 12 other members.

9.3 The Committee may appoint sub-committees to handle the business of the Club, with such powers as shall be decided upon by the Committee. A Sub-committee shall be chaired by a committee member with the power to co-opt club members and take independent advice, and shall report to the Committee with recommendations.

9.4 The entire management and control of the business and affairs of the Club shall be in the hands of the Committee, which may exercise all the powers and functions and do all the acts, deeds and things which may be exercised or done by the Club, except such matters as are expressly required by these Rules to be exercised or done by the Club in a General Meeting.

9.5 All Officers and the Committee shall be elected at each Annual General Meeting and shall hold office until the next following Annual General Meeting, when they shall retire and be eligible for re-election.

9.6 ~~Subject to the provisions of Rule 5.6 and 5.8~~ The Committee shall have the power to co-opt any qualifying member of the Club to be a member of the General Committee to fill a casual vacancy in the Committee. Any member so co-opted shall be entitled to vote on the Committee and shall be required to retire at the next Annual General Meeting, but be eligible for re-election.

9.7 Nominations for the offices of President, Commodore, Vice Commodore, Rear Commodore, Treasurer, Secretary, and Committee members shall be in writing and signed by the candidate and two other nominating members and shall be lodged with the Secretary by 8 p.m. at least on the seventh (7<sup>th</sup>) day before the meeting. The onus shall be on the candidate to ensure that the Secretary has received the nomination.

9.8 Should only one nomination be received for each of the positions of the officers of the club then the persons nominated shall be deemed to have been elected to their respective positions.

9.9 Nominations to fill those positions of ~~Committee~~ Officers and/or ~~Committee~~ for which no or insufficient nominations have been received (as the case may be) may be called for by the Chairman and received orally at the meeting.

9.10 No nomination for the offices of President, Commodore, Vice Commodore or Rear Commodore shall be valid unless the person nominated has been a member of the Club for not less than three (3) years.

9.11 Whenever more than one person is nominated for any office or whenever more than twelve (12) persons are nominated for the Committee, then the election to such office or to the Committee shall be by ballot.

## 10.0 PROCEEDINGS OF COMMITTEE

10.1 A Committee Meeting shall be held monthly on no less than 10 occasions throughout the year. [A Committee Meeting may be conducted by electronic means.](#)

10.2 A Special Committee meeting may be called by the Secretary or by any three members thereof upon giving notice to the Secretary. Reasonable steps must be taken to advise all current Committee members of the date and time of the Special Committee Meeting.

10.3 Any member of the Committee, except an ex-officio member, failing to attend three consecutive meetings shall cease to be a member of the ~~Committee~~ unless ~~he/she shall first they~~ have ~~obtained~~ leave of absence for a definite period, ~~either in advance or retroactively~~. Attendance at a Sub Committee to which a member has been appointed shall count as having complied with this requirement.

10.4 No member of the Committee shall be allowed to vote on any question in which he/she has personally a self interest, or a financial interest. ~~Any interest in any matter to~~

~~be decided upon which any other member could have the same level of interest will not disqualify the member from voting, and in all disputes and matters referred to the Committee that decision shall be final and without appeal.~~ Any member or members may disclose any interest in any matter to be decided upon, and with the unanimous consent of the Committee then present retain the right to vote on that matter.

10.5 A quorum shall be more than half the number of members of the current committee after all Committee members have been advised/notified of such a meeting by phone or email as per Rule 21.1

10.6 No personal liability shall attach to any Committee member in respect of ramifications of any decisions made by the Committee. The proceedings of the Committee in normal session are deemed to be in the best interests of the Club.

## 11.0 SECRETARY

11.1 It shall be the duty of the Secretary to arrange, organise and keep a true record of all General meetings and Committee meetings, and to keep a correct roll of all members, the dates of their election, ~~and their registered~~ contact details addresses and to attend to ~~all~~ Committee correspondence as required.

## 12.0 TREASURER

12.1 It shall be the duty of the Treasurer to:

- ~~oversee the receipt of receive all~~ monies due to the Club, and proper and orderly deposit of funds,
- ~~present and ensure~~ payment of supplier invoices to the Committee and ensure their consequential payment,
- ~~ensure the Club to pay all bills contracted by it when passed for payment by the Committee,~~ keeps a full and correct account of all receipts and payments,
- produce a statement of accounts to the Committee at each meeting and to report generally upon the finances of the Club,
- produce to each Annual General Meeting a balance sheet and full set of accounts for the year, ~~and pay all monies received as soon as practicable and without deduction to the credit of the Club's bank accounts.~~

12.2 The Treasurer shall not authorise payment of pay any bill exceeding such amount as the Committee may from time to time determine, without its having been previously passed for payment by the Committee.

12.3 Electronic transactions ~~Withdrawal slips or cheques~~ shall be authorised signed by any two of the Commodore, Vice Commodore, Secretary or Treasurer provided that no two persons may jointly authorise a transaction if they have a significant undisclosed personal connection.

12.4 With the approval of the Committee, the Treasurer shall have the right to invest excess Club funds, in the Club's name into fixed deposit accounts at any of the major trading banks. ~~Steve, does this need to be recrafted to more accurately reflect 3.5?~~

## 13.0 CLUB MANAGER

13.1 The Committee shall appoint a manager who shall have absolute control of the Club's premises at all times when they are open for the sale and consumption of liquor. The manager shall be responsible for conducting such premises in compliance with the current ~~s~~ Sale of ~~L~~ liquor ~~legislation Aet~~ and shall hold the appropriate certificate under that ~~legislation Aet~~ and shall comply with all conditions attached to the Club's licence ~~thereunder under that Aet.~~

## **14.0 AUDIT**

14.1 The Club accounts shall be audited prior to each Annual General Meeting and for that purpose an Auditor shall be appointed at each Annual General Meeting. The Committee shall also be empowered to arrange for a special audit, for any purpose, at any time it deems advisable.

## **15.0 SUBSCRIPTIONS**

15.1 Each Annual General Meeting shall fix the amounts of ~~the various member~~the General, Family, Associate, Junior, and Crew and Boat subscriptions ~~and shall also set the over 65 years age rebate and the nomination fee~~ for the ensuing year.

15.2 The subscription year runs from 1st July to 30th June of the following year.

15.3 All subscriptions are due 1st July. Any member failing to make payment by the 1st October may be notified that if his/her subscription is not paid by 1st November, he/she shall be deemed to be a non-financial member and his/her name may, at the discretion of the Committee, be removed from the list of members. The Committee may reinstate such member upon payment of such subscription.

15.4 No member, and in the case of Family Member no member of his/her family, shall be entitled to any of the privileges of membership or to use Club property or to introduce guests whenever his or her subscription is in arrears after 1st November, nor shall he/she be entitled to vote, until he/she is reinstated.

## **16.0 FINANCIAL YEAR**

16.1 The financial year of the Club runs from 1st May to 30th April of the following year.

## **17.0 ALTERATION OF RULE**

17.1 These Rules may be altered by a resolution passed by at least three fourths of those financial members who are present and voting at a General Meeting of which fourteen (14) days notice has been given specifying the proposed alteration, but no alteration shall come into effect until it has been duly registered under the Incorporated Societies Act ~~2022+1908~~, or such other enactment that may ~~superseede~~ supersede that Act.

17.2 No addition, alteration or ~~rescission~~rescission of the Constitution shall be made if it affects either the Disposition of Funds clause 18.0, or the Winding Up clause 20.0, without approval from Inland Revenue and any other appropriate authority ~~or its statutory successor in the approval of amateur sports promoters~~.

## **18.0 DISPOSITION OF FUNDS**

18.1. The assets, income and property of the Club from whatever source derived shall be applied solely in pursuing and carrying out the objects of the Club and no portion of the funds shall be paid or transferred directly or indirectly by way of dividend or other method of division to any member or members of the Club.

18.2. No monies shall be expended by the Club or financial commitments entered into unless authorised by a resolution of the Committee.

18.3. All cheques must be signed by any two authorised office bearers.

18.4. Nothing contained in this Constitution shall permit the Club to transfer ownership of all or any part of the accumulated funds or assets of the Club to any person, firm or organisation, other than as provided for in clause 20.1 upon the winding up of the Club in accordance with this Constitution.

18.5. No member or person associated with a member of the Club shall derive any income, benefit or advantage from the Club where they can materially influence the payment of income, benefit or advantage, except where, that income benefit or advantage is derived from:

- Professional services to the Club rendered in the course of business, charged at no greater than current market rates; or
- Interest on money lent to the Club at no greater than the current market rate.
- Salaries and honorariums as may be paid to any designated member as appointed by the Committee for services rendered.
- A gratuity or reward given by the Club to any member, on the recommendation of the Committee
- Any remuneration properly payable by any company or other undertaking with which the member has acted in any capacity whatever, not withstanding that the member's connection with that company is in any way attributable to their connection with the Club.

18.6 The Club shall not lend money or lease or sell property or assets at less than current commercial rates and shall ensure that receipts by way of interest and rent shall not be less than current commercial rates to any person:

- (i) Who is an officer or member, or
- (ii) Who is a shareholder or director of any company by which any business of the Club is carried out, or
- (iii) Who is a settlor or trustee of a trust that is shareholder of any company by which any business of the Club is carried on; or where that person and that settlor or trustee or shareholder or director referred to in (i) to (iii) are associated persons.

## **19.0 COMMON SEAL**

19.1 ~~To the extent that the law requires a The~~ Common Seal, ~~it of the Club~~ shall be the seal adopted as such by the Committee and shall be kept in the custody of the Secretary. Whenever the Common Seal of the Club is required to be affixed to any document, the affixing of the Common Seal thereto shall be authorised by a resolution of the Committee and shall be attested by two members of the Committee, one of whom shall be the Secretary or the Chairman of the Committee.

## **20.0 WINDING UP.**

20.1 If, upon the winding up of the Club, or upon the dissolution thereof by the Registrar, there remains, after payment of all debts, liabilities and the expenses of winding up, any funds or property of the Club whatsoever, the same shall not be paid or distributed among the members of the Club. Such remaining funds or property shall be given or transferred to some other approved amateur yachting or boating organisation having objects similar to the objects of this Club, or some other charitable purpose within New Zealand.

## **21.0 NOTICES**

21.1 Any notice required or authorised to be given to or served on any member may be sent by ordinary pre-paid post addressed to his/her last known address in New Zealand as recorded in the Club register and a notice so posted shall be deemed to have been



given or  
served at the time when it would in the ordinary course of post be delivered and the  
accidental failure of any member to receive a notice on or before any day, or at all,  
shall not invalidate the proceedings of any meeting to which the notice relates.

22.0 DEFINITIONS

22.1 Clubhouse      The entire building at 173 Westhaven Drive

22.2 Clubrooms      The bar and lounge area