

WARKWORTH BRIDGE CLUB INCORPORATED

CONSTITUTION AND RULES

1. Name

The name of the Club shall be Warkworth Bridge Club Incorporated hereinafter referred to as “the Club”.

2. Objects

The objective of the Club shall be to provide in the Warkworth area a place or places where Bridge players can meet to enjoy the game of Contract Bridge in all or any of its forms whatsoever, in a genial and friendly atmosphere.

3. Qualification of Membership

Subject to the conditions of these rules, the Club shall consist of present members thereof and such other persons as shall afterwards be admitted to membership.

4. Candidates for Membership

Persons of both sexes shall be eligible for membership and shall be classed as ORDINARY MEMBERS.

If the Club should desire to honour an Ordinary Member, they have the power to elect the member to LIFE MEMBERSHIP at a General Meeting providing the recommendation has come from the committee, and also providing the member has taken an active interest in the Club for at least ten years.

A Life Member has the same rights and privileges as an Ordinary Member, but is not liable for Annual Subscription.

5. Candidates for Membership

The election of ordinary Members shall be governed by the following regulations:

- a) Every candidate shall be proposed by one member and seconded by another on a form approved by the committee.
- b) All nominations shall be approved by the committee.
- c) After approval by the committee, the name and address of each candidate together with the names of the proposer and seconder shall be posted on the Club notice board for a period of TWO WEEKS. During the fourteen days, any member may object to the proposed new member, objectives to be put in writing and handed to the Secretary, giving reasons why such proposed new member should be debarred from the Club.
- d) As soon as possible after the fourteen days have passed, the committee shall meet and consider the application and if thought fit shall pass the same.
- e) If it is considered necessary, the candidate may be invited to play with members selected by the committee before election takes place.

6. Entrance Fees

An entrance fee shall be payable as decided at the Annual General Meeting.

7. Membership Fees

Annual membership fees shall be due and payable on the first day of November for the ensuring financial year, the fee to be decided at the previous Annual General Meeting. Entrance fee and first membership fee shall be payable immediately on election and no new member shall participate in any of the privileges of the Club until he or she has paid such fees. If these fees are not paid within fourteen days of notification of election, membership may be cancelled at the discretion of the committee.

8. **Resignation**

Any member wishing to resign from the Club shall do so not later than the first day of December each year.

9. **The Committee shall have Power to Exclude or Expel from the Club**

- a) Any member who shall be proved to the committee's satisfaction to have been guilty of conduct prejudicial to the Club.
- b) Any member who on a petition of one third of the members shall be considered to be no longer acceptable.

10. **Non-Payment of Membership Fees**

Any member whose membership fees remain unpaid after the first day of July shall automatically be suspended from membership, and shall not be entitled to the privileges of the Club until such fee is paid.

11. **Officers and Committee**

The officers of the Club shall consist of a President, Vice-President, Secretary, Treasurer and a committee comprising of not more than four members, all to be elected at the Annual General Meeting, and in addition the immediate Past President "ex Officio".

Vacancies among officers or members of the committee shall be filled by the committee at their next meeting.

12. **Inspection of Rules**

Any member may inspect these rules on application to the Secretary, and shall, if so desired, be furnished with a copy of them.

13. **Financial Year**

The financial year of the Club shall begin on the first day of October and finish on the thirtieth day of September.

14. **Power of Committee**

The committee shall have control of all matters of management and finance, and the remuneration of any person required in the service of the Club.

15. **Personal Benefit**

Any income, benefit or advantage shall be applied to the objectives of the Club and a Member shall not be entitled to receive any dividend or other payment out of any funds of the Club.

A Member may contract with the Club for the supply of goods or services for such consideration as would be reasonable if that person were not a Member. However no Member of the Club or any person associated with a Member shall participate in or materially influence any decision made by the Club, in respect of the payment to or on behalf of that Member or associated person of any income, benefit or advantage whatsoever.

Any such consideration shall be reasonable and relative to that which would be paid in an arms' length transaction (being open market value).

16. **Finance**

Monies belonging to the Club shall be deposited at such bank as from time to time is decided by the committee. Cheques on the Club's account shall be signed by any two members of the committee as decided by the committee.

The Treasurer shall:

1. Keep proper books of account.
2. Submit to the Annual General Meeting a statement of assets and liabilities of the Club as at the 30th September, together with an account showing income and expenditure for the twelve months preceding such date.
3. Have the accounts audited if the Club at either an Annual General Meeting or Special General Meeting determines that the accounts should be audited.

17. **Auditor**

An auditor shall be elected at each Annual General Meeting and if any vacancy should occur the position will be filled by the committee. However, notwithstanding that requirement the Club may elect at each Annual General Meeting by a simple majority not to require the accounts to be audited.

18. **Power to Borrow**

The Club may borrow money from any bank or any other body or person whether by ordinary or secured loan or by overdraft, or by issue of debentures, or otherwise on such terms and conditions as the committee shall think fit, and may give security over any property real or personal now and hereafter belonging to the Club. Such borrowing to be approved on the resolution of members at a Special General Meeting or Annual General Meeting held in accordance with the rules covering such meetings.

19. **Common Seal**

The Common Seal will be held in the custody of the Treasurer and shall be affixed to any document in terms of a resolution by the committee, in the joint presence of the President, Treasurer and Secretary.

20. **Rules of Play**

Play will be conducted under the International Bridge Laws published by the Portland club and approved by the New Zealand Contract Bridge Association (Inc) subject to any modifications which have been made by the N.Z.C.B.A.

21. **Visitors**

Non-members may be invited to play at the Club on payment of fees as the committee may decide from time to time, but no visitor shall be invited to the Club more than THREE times in any one year on an official Club night.

Any Member bringing a visitor shall be responsible for any dues incurred by the visitor to the Club.

22. **Annual General Meeting**

The Annual General Meeting shall be held in October of each year for the following:

- a) To receive a report, balance sheet and statement of accounts for the preceding year
- b) To elect the officers of the Club for the following year
- c) To elect the committee for the following year
- d) To elect the auditor for the ensuring year
- e) To decide on any resolution which may be submitted to the committee, duly signed by two Members, fourteen days before the date of the Annual General Meeting.

23. **Special General Meeting**

A Special General Meeting may be called by:

- a) The committee, by giving fourteen days' notice to Members and stating the business to be transacted.
- b) By any TEN Members who require such a meeting and state so to the secretary in writing, signing same and giving the nature of the business to be discussed. The secretary to arrange such meeting within a period of fourteen to twenty-eight days, having advised all Members accordingly.

24. **Notice of Motion**

A notice of motion may be submitted to the committee duly signed by the proposer and seconder giving details of the motion prior to the Special General Meeting or the Annual General Meeting.

25. **Voting**

Voting shall be by a show of hands, with a simple majority carrying the vote except for a special resolution which will require a two thirds majority vote.

26. **Quorum**

A quorum shall consist of:

- a) Ten Members for the Annual General Meeting or Special General Meeting.
- b) Five members for committee meetings.

27. **Alteration to Rules**

These rules may be added to, altered, or rescinded by resolution of the Annual General Meeting or a Special General Meeting, called for the purpose, however no addition to or alteration of the objects, personal benefit clause or the winding up clause shall be made which affect the tax-exempt status. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

Any such resolution will be a special resolution requiring a two thirds majority in favour of the resolution for it to be carried.

28. **Winding Up**

The Club may be wound up voluntarily if the Club at a General Meeting or a Special General Meeting, called for the purpose passes a resolution requiring the Club so to be wound up, and the resolution is confirmed at a subsequent General Meeting held no sooner than thirty (30) days nor more than two (2) calendar months after the date on which the resolution so to be confirmed was passed.

If, upon the winding up or dissolution of the Club there remains after the satisfaction of all debts and liabilities any property whatsoever, the same shall be transferred to or applied towards any organisation, concern or club engaged in similar objects and activities to those of this Club in such sums and to such extent as is stipulated by the General Meeting or in the absence of any such direction as the committee may determine.

29. **Indemnity**

The Members of the committee shall be indemnified from all losses and expenses incurred by them in or about the discharge of their respective duties, except such as happen from their own respective wilful default.

No Members of the committee shall be liable for any other Member of the committee, or for the joining in any receipt or document, or for any act or omission, or for any loss or expense happening to the Club unless the same happens from their own wilful default.

Amendment to Clause 27 was approved by the Club Members 13th July 2021 at the Special General Meeting held at 4 Alnwich Street, Warkworth.