

# Franklin Bridge Club Incorporated

## Constitution

### 1 Name

The name of the Club is "Franklin Bridge Club Incorporated" ("the **Club**").

### 2 Registration

The **Club** is registered under the Incorporated Societies Act 2022 and the Charities Act 2005.

### 3 Definitions

In this Constitution, words have the meaning set down in the Incorporated Societies Act 2022 **Act**. In all other instances, unless the context indicates otherwise, the following words and phrases have the following meanings:

- a. **'Act'** means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the **Act**.
- b. **'Annual General Meeting'** means a meeting of the **Members** of the **Club** held once per year which, among other things, will receive and consider reports on the **Club's** activities and finances.
- c. **'Club'** refers to the Franklin Bridge Club and includes the meaning of the word **'Society'**.
- d. **'Committee'** means the **Club's** governing body and may also refer to a **'Subcommittee'** formed as provided in this Constitution.
- e. **'Committee Member'** means a **Member** of the **Committee**, including the **President, Vice President, Secretary, Treasurer, Property Manager, Catering Manager, Education Manager, Tournament Manager, Technical Manager, and the Club Captain** as well as no more than 4 other **Members** at large.
- f. **'Decision-Maker'** is a **Member, Committee, Subcommittee** or other person appointed in the Dispute Resolution Process, clause 30 of this Constitution.
- g. **'General Meeting'** means either an **Annual General Meeting** or a **Special General Meeting** of the **Club**.
- h. **'Interested Member'** means a **Member** who has, or his family has, a financial interest in the **Club's** affairs, as more fully described in section 62 of the Incorporated Societies Act 2022.
- i. **'Interests Register'** means the register of interests of **Committee Members**, kept as **required** by law and this Constitution.
- j. **'Major transaction'** means 1) the sale, purchase or encumbrance of real property, or entering lease for a period of longer than one year; 2) any expenditure of greater than \$10,000; or 3) any other act or decision that could fundamentally affect the ability of the **Club** to achieve its purposes as described in paragraph 4 below.
- k. **'Matter'** means the **Club's** performance of its activities or exercise of its powers; or an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Club**.
- l. **'Member'** means a person properly admitted to the **Club** who has not ceased to be a member of the **Club**.

- m. 'Notice' to **Members** includes any notice the **Club** gives by post, courier or email as required by this Constitution or law. Provided a notice is given in accordance with this Constitution, the failure of any **Member** to receive such Notice or information for any reason shall not invalidate any meeting, or its proceedings, or any election.
- n. 'Special General Meeting' means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.
- o. 'Register of Members' means the **Register of Members** kept under this Constitution.
- p. 'Working Days' has the meaning defined in the Legislation Act 2019.

#### 4 Purposes

The **Club** is established and maintained exclusively for charitable purposes (including purposes ancillary to those charitable purposes), specifically:

- a. Teaching and providing facilities for playing bridge, and any ancillary administrative functions associated with the running of the **Club** and its facilities.
- b. Conducting bridge games, matches, competitions, tournaments, classes, social events and any other activities of a similar nature;
- c. Affiliating with any national or international bridge organisation. The **Club** is affiliated as a member of New Zealand Bridge Incorporated ("NZ Bridge"), being the governing organisation responsible for the management, control, administration and regulation of bridge in New Zealand. The **Club** shall seek to comply with any requirements imposed from time to time for membership of NZ Bridge so as to continuously maintain the affiliation and the benefits of membership. All **Members** of the **Club** are, by virtue of that affiliation, also bound by the provisions of the Rules and Regulations of NZ Bridge to the extent the same apply to members of affiliated clubs participating in the game of bridge.
- d. Providing a community benefit of ongoing mental stimulation and social interaction;
- e. Making best use of the **Club's** facilities and grounds consistent with the above purposes.
- f. Any income, benefit, or advantage must be used to advance the charitable purposes of the **Club**.

#### 4 Registered office

The **Registered Office** of the **Club** shall be at such place in New Zealand as the **Committee** from time to time determines, and changes to the **Registered Office** shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the **Act**.

#### 5 Contact Person

- a. The **Committee** shall appoint two of its qualified **Members** resident in New Zealand, to be contact persons whom the Registrar can contact when needed.
- b. Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 **Working Days** of that change occurring, or the **Club** becoming aware of the change.

#### 6 Powers

The **Club** has the powers contained in any legislation including the Incorporated Societies Act 2022 (particularly s18 of that Act).

## 7 Minimum Number of Members

The **Club** shall maintain the minimum number of **Members** required by the **Act**.

## 8 Types of Members

The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

- a. **Member:** A **Member** is an individual admitted to membership under these **Rules** and who has not ceased to be a **Member**;
- b. **Life Member:** A Life Member is a person honoured for highly valued services to the **Club**, elected as a Life Member by resolution of a **General Meeting** passed by a two-thirds majority of those **Members** present and voting. A Life Member shall have all the rights and privileges of a **Member** but shall not be required to pay any **Club** subscription.
- c. **Youth Member:** A Youth Member shall have the playing rights of ordinary **Members** while under the age of 23 years and must be enrolled as a student at a bona fide educational institution and not in receipt of significant income. They shall have no right to vote or hold office while **Youth Members**.

## 9 Becoming a Member – Process

- a. Every applicant for membership shall sign an application form prescribed by the **Committee**. This form shall include a consent to be bound by the Constitution and by-laws of the **Club**. Upon receipt, the application will be prominently posted on the noticeboard at the clubrooms for at least 14 days. Any **Members**' objections to the application must be made in writing to the **Secretary** within the posted 14 day period.
- b. The **Committee** may accept or decline an application for membership at its sole discretion. The **Committee** must advise the applicant of its decision but it is not required to provide reasons for that decision.
- c. At its first meeting after fourteen days' posting, the **Committee** shall consider granting membership to the applicant. If approved, upon payment of subscription assessed, the applicant shall become a **Member** of the **Club** and their details shall be entered into the **Register of Members**.

## 10 Election of Life Members

- a. Recommendations for election to life membership may be made only by the **Committee** and shall require the approval of two-thirds of the votes cast in a secret ballot at a general meeting where due notice of the recommendation has been given in accordance with clause 27.
- b. There shall be no more than five **Life Members** of the **Club** at any time.

## 11 Register of Members

The **Club** shall maintain and keep up-to-date a **Register of Members**, recording for each **Member** their name, address, phone, and email contact details, the date they became a **Member**, whether their subscriptions are paid, and any other information required by law.

## 12 Obligations and Rights of Membership

- a. Every **Member** shall provide the **Club** with that **Member's** name and contact details and promptly advise the **Club** of any changes to those details.
- b. Membership does not confer on any **Member** any right, title, or interest (legal or

equitable) in the property of the **Club**.

- c. All **Members** shall promote the interests and purposes of the **Club** and shall do nothing to bring the **Club** into disrepute. All **Members** are bound by this Constitution and the by-laws of the **Club**.
- d. A **Member** is only entitled to exercise the rights of membership if all subscriptions and any other fees have been paid to the **Club** by their respective due dates, but no **Member** is liable for an obligation of the **Club** by reason only of being a **Member**.
- e. A **Member** may be subject to discipline for failure to observe the by-laws of the **Club**, the Laws of Bridge or the rulings of a Director during play.

### **13 Ceasing to Be a Member**

- a. A **Member** ceases to be a **Member**:
  - i. on death; or
  - ii. by the **Member** notifying the **Committee** of their resignation; or
  - iii. on termination of membership for non-payment of **subscription** or as discipline under these this Constitution;
- b. with effect from (as applicable):
  - i. the date of death of the **Member**; or
  - ii. the date of the resignation (or any subsequent date stated in the notice of resignation); or
  - iii. the date of termination of membership under this Constitution; or
  - iv. the date specified in a resolution of the **Committee**.
- c. Any **Member** failing to pay the annual subscription as fixed under this Constitution within 60 days of the date due shall be considered nonfinancial. Such **Member** shall have no membership rights until all overdue payments are paid. At any time the **member** becomes nonfinancial, the **Committee** may terminate the **Member's** membership without prior notice.
- d. Any former **Member** who has resigned may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of the **Committee**.
- e. A former **Member** whose membership was terminated following a dispute resolution process, may be re-admitted only by a **General Meeting** on the recommendation of the **Committee**.

### **14 Obligations on Resignation**

A **Member** who resigns or whose membership is terminated under these **Rules**:

- a. remains liable to pay all subscriptions due and other fees due to the **Club**;
- b. shall cease to hold himself or herself out as a **Member** of the **Club**;
- c. shall return to the **Club** all material provided to **Members** by the **Club** (including any keys, security devices, membership certificate, badges, handbooks, books and manuals); and
- d. shall cease to be entitled to any of the rights of a **Club Member**.

## 15 Composition of Committee

- a. The **Committee** will consist of up to 14 **Members** who are not disqualified by these **Rules** or section 47 of the **Act**.
- b. The **Committee** will include elected offices of **President, Vice President, Treasurer, Secretary, Club Captain, Property Manager, Tournament Secretary, Catering Manager, Technology Manager, Training and Development Manager** and as many as four **Members** at large.

## 16 Qualifications of Committee Members

Prior to election or appointment, every **Committee Member** must consent in writing to be a **Committee Member** and certify in writing that they are not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the s47 of the **Act**.

## 17 Committee Election and Appointment

The election of **Committee Members** shall be conducted during **Annual General Meetings**.

- a. A candidate's written nomination, signed by two **Members**, accompanied by the written consent and certificate of qualification of the nominee (who must be a **Member**) shall be received by the **Club Secretary** at least 10 **Working Days** before the date of the **Annual General Meeting**.
- b. At least seven days before the **Annual General Meeting**, the **Secretary** shall post on the noticeboard a list of nominees together with such information (not exceeding 200 words) as a candidate may supply in support of the nomination.
- c. In the absence of valid nominations received and remaining current at the date of the annual general meeting, nominations for any vacancies remaining may be made from the floor, subject to **Committee** qualification and consent. In the absence of sufficient nominations from the floor, the **Committee** may thereafter fill any further remaining vacancies by appointment.
- d. Votes shall be cast in such a manner as the person chairing the Meeting determines, unless any two voting **Members** present require a secret ballot, in which event, the **President** shall appoint two uninterested **Members** to act as scrutineers for the counting of the votes and destruction of any voting papers.
- e. In the event of any vote being tied, the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).
- f. Any vacancy in the position of any **Committee Member** between **Annual General Meetings**, may be filled by appointment by the **Committee**, *except* the **Vice-President** shall fill a vacancy in the position of **President**. Any **Member** appointed to the **Committee** must file a consent and certification of eligibility under s47 of the **Act**.
- g. Despite a vacancy on the **Committee**, the **Committee** may continue to act provided quorum requirements are met.

## 18 Committee Member Terms

The term of office for all **Committee Members** shall be 1 year, expiring at the end of the **Annual General Meeting** following their election or appointment. Any **Committee member** may offer themselves for re-election.

## 19 Committee Members' Duties

At all times each **Committee Member**:

- a. Shall act in good faith and in the best interests of the **Club**;
- b. Must exercise all powers for a proper purpose;
- c. Must not act, or agree to the **Club** acting, in a manner that contravenes the **Act** or this Constitution;
- d. When exercising powers or performing duties as a **Committee Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of the **Club**, the nature of the decision, the position of the **Committee Member** and the nature of the responsibilities undertaken;
- e. Must not agree to, cause, or allow the activities of the **Club** to be carried on in a manner likely to create a substantial risk of serious loss to the **Club** or to the **Club's** creditors; and
- f. Must not agree to the **Club** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Club** will be able to perform the obligation when it is required to do so.

## **20 Powers of the Committee**

This Constitution, any by-laws, the resolutions of general meetings, the decisions of the **Committee** on the interpretation of the by-laws, and all actions taken by the **Committee** in accordance with these provisions shall be final and binding on all **Members**. Subject to this Constitution and any resolution of any **General Meeting** the **Committee** may:

- a. exercise all the **Club's** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **Club** in **General Meeting**;
- b. adopt by-laws consistent with this Constitution and applicable law that include **Club** Session and Competition Rules, among other things, and maintain a register of by-laws and resolutions;
- c. enter into contracts on behalf of the **Club** or delegate such power to a **Committee Member**, **Subcommittee**, employee, or other person subject to **Committee** ratification, except Major Transactions must be referred to a **General Meeting**;
- d. insure the **Club's** real and personal property against liability and loss;
- e. set playing and other fees;
- f. engage employees and consultants on such terms and with such powers as it thinks desirable;
- g. keep and maintain a register of the roles and responsibilities for the **Committee Member** roles identified in clause 16;
- h. decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Club**, including any conditions of and fees for such access or use;
- i. Discipline any **Member** by means of censure, suspension or expulsion from the **Club** for breach of accepted standards of bridge conduct and fair play, criminal activity affecting the **Club** or breach of a **Club** by-law, subject to the Dispute Resolution Provisions of this Constitution; and
- j. Notwithstanding any other provision of this Constitution, **the Committee** also has the power to refer any matter, allegation or complaint of conduct, discipline or dispute that it considers sufficiently significant concerning or important to New Zealand Bridge for

inquiry, investigation, and/or determination by the Board's appropriate Standing **Committee**. In the event any such referral is accepted by the Board for that purpose the **Committee** shall abide by any consequent verdict, decision or determination as the case may be.

## 21 Committee Meetings

- a. The **Committee** may meet at such times and places as it may determine as convened by the **President** or as the **Committee** resolves and act with a quorum of six or more.
- b. **Committee Members** may attend in person or by electronic means and shall be counted in the quorum and be entitled to vote.
- c. The **Committee** may act by resolution approved by the majority of those present. The **President** does not have a casting vote; in the event of equality of votes, the resolution or motion fails.
- d. The **Committee** and any **Subcommittee** may meet by electronic means, (e.g., email, telephone or internet livestream conference) provided that there is a record of the meeting that is thereafter ratified and recorded in the minutes of the next **Committee** meeting.
- e. Other than as prescribed by the **Act** or this Constitution, the **Committee** or any **Subcommittee** may regulate its proceedings as it thinks fit.

## 22 Subcommittees

The **Committee** may appoint **Subcommittees** consisting of such **Members** as it thinks fit and with power to co-opt. The **President** shall ex officio be a member of all **Subcommittees**. The role and delegated authority of a **Subcommittee** shall be prescribed by majority vote of the **Committee** and minuted. No action of the **Subcommittee** shall have effect unless and until the **Subcommittee** reports to the **Committee** and its actions are ratified by majority vote of the **Committee** then present.

## 23 Removal from office

- a. In addition to breach of the provisions of s47 of the **Act**, a **Committee Member** may be removed from office based on dishonesty pertaining to **Club** affairs, refusal to obey the **Club** Constitution and/or by-laws, misappropriation of **Club** funds, or breach of duties outlined in clause 20.
- b. Where a complaint is made about the actions or inaction of a **Committee Member** (and not in the **Committee Member's** capacity as a **Member** of the **Club**) the following steps shall be taken:
- c. The **Committee Member** who is the subject of the complaint, must be advised of all details of the complaint;
- d. The **Committee Member** who is the subject of the complaint, must be given adequate time to prepare a response;
- e. The complainant and the **Committee Member** who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing or at an oral hearing by the **Committee** if it considers that an oral hearing is required;
- f. After any hearing held by the **Committee**, any oral or written statement or submissions shall be considered by the **Committee**.
- g. If the complaint is upheld, the **Committee Member** may be removed from the **Committee** by a resolution of the **Committee**.

- h. A **Committee Member** removed from office after a complaint is upheld may appeal within 30 days of the decision to a **Special General Meeting** at which two-thirds of those present and voting may reverse the decision.

## 24 Cessation of Committee Membership

- a. A **Committee Member** shall be deemed to have ceased to be a **Committee Member** if that person ceases to be a **Member**.
- b. Each **Committee Member** shall within five **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Club Secretary** all security devices, keys, books, papers and other property of the **Club** held by such former **Committee Member**.

## 25 Finances

- a. The funds and property of the **Club** shall be controlled, invested and disposed of by the **Committee** and devoted solely to the promotion of the objects and purposes of the **Club**, subject to this Constitution.
- b. Any payments made to a **Member** must be for goods and services that advance the purpose and must be reasonable and comparable to payments that would be made between unrelated parties and approved by the **Committee** consistent with this Constitution.
- c. All monies received shall be deposited in the **Club's** bank account and all obligations paid therefrom.
- d. The **Club's** financial year shall commence on 1 October of each year and end on 30 September the following year.
- e. The **Club's** financial statements must be either audited or reviewed. The **Committee** shall appoint an appropriately qualified person or organisation to undertake any audit or review.

## 26 General Meetings

- a. The **Committee** shall give all **Members** at least 10 **Working Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.
- b. The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.
- c. All financial **Members** may attend, speak and vote at **General Meetings**. No proxy or electronic voting shall be permitted.
- d. A quorum for any **General Meeting** is 25 **Members** eligible to vote in attendance in person.
- e. If a quorum of any **General Meeting** convened upon request of **Members** under clause 29(b) is not present within fifteen minutes after the time appointed, the meeting shall be dissolved. If a quorum of any other **General Meeting** is not present within 15 minutes of the time appointed, the meeting shall stand adjourned to a day, time and place determined by the **President** of the **Club**. If at such adjourned meeting, a quorum is not present those present in person shall be deemed to constitute a sufficient quorum and conduct business as if there were a quorum as described in (d) above. Any decisions made when a quorum is not present are not valid.
- f. All **General Meetings** shall be chaired by the **President**, or if absent, by the **Vice President**. If both are either absent or unwilling, then the meeting shall elect a chair.

The chair of a **General Meeting** has a deliberative vote but not a casting vote. If a motion is tied, it fails.

- g. Any person chairing a **General Meeting** may:
  - i. adjourn the **General Meeting** to a specified time and place, subject to the consent of a majority of those **Members** in attendance; however, no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
  - ii. Directly remove persons from the meeting for abusive or disorderly conduct
  - iii. In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.
- h. The annual subscription and any other membership fees shall be set by resolution of a **General Meeting**.
- i. Minutes must be kept by the **Club Secretary** of all **General Meetings**. Minutes confirmed by a subsequent meeting and signed by the **Committee Member** who chaired that meeting shall be prima facie evidence that the meeting was duly called and the minutes are a true and correct record of what occurred at the meeting.

## 27 **Annual General Meetings: Business**

- a. An **Annual General Meeting** shall be held once a year on a date and at a location determined by the **Committee** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply. Usually, the **Annual General Meeting** will be held in December each year at the **Club's** premises.
- b. The business of an **Annual General Meeting** shall be to:
  - i. Confirm the minutes of previous **Club** meeting or meetings;
  - ii. Adopt the annual report on **Club** business;
  - iii. Adopt the **Treasurer's** report on the finances of the **Club**, and the annual financial statements;
  - iv. set any subscriptions for the current financial year;
  - v. Elect the Officers and **Members** of the **Committee** as provided in this Constitution;
  - vi. The Members may elect a Patron at the Annual General Meeting. Election of a Patron shall be done in compliance with provisions of clause 11;
  - vii. Consider any properly notified motion presented by the **Committee**;
  - viii. Hear comments by the **Members** on the **Club's** affairs.
- c. The **Committee** must, at each **Annual General Meeting**, present the following information:
  - i. an annual report on the affairs of the **Club** during the most recently completed accounting period;
  - ii. the annual financial statements for that period; and
  - iii. notice of any disclosures of conflicts of interest made by **Committee Members** during that period (including a brief summary of the matters, or

types of matters, to which those disclosures relate).

## 28 Special General Meetings

- a. **Special General Meetings** may be called at any time by the **Committee** by resolution.
- b. The **Committee** must call a **Special General Meeting** if the **Club Secretary** receives a written request signed by at least 15 **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.
- c. The provisions of Clause 27 relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**. A **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the Meeting.

## 29 Dispute Resolution

- a. The following provisions do not relate to appeals or complaints about applications of the Rules of Bridge that arise during play. All matters directly arising from playing bridge are resolved by the Director pursuant to the Laws of Bridge, New Zealand Bridge Regulations and the supplementary Regulations (Conditions of Contest) of the **Club** which includes a right to request review or appeal.
- b. Consistent with s38 of the **Act**, the provisions below concern any complaints concerning the alleged conduct or discipline of **Members**, arising from this Constitution and the application of **Club's** By-laws.
- c. The resolution of all disputes must be conducted in a manner that is consistent with natural justice. When questions about natural justice arise, reference may be made to Schedule 2 of the **Act**.
- d. Any complaint must be lodged with the **Club Secretary** in writing or email within 30 days of it arising. A complaint may be made by any **Member** or the **Committee**.
- e. All **Members** are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Club's** activities.
- f. In response to a complaint, the **Committee** shall refer the complaint to an impartial "**Decision-Maker**" whom the **Committee** shall designate, which may include the **Committee**, a **Subcommittee** (not subject to clause 23), or a neutral external arbiter.
- g. The **Decision-Maker** shall investigate the complaint and consider whether to proceed to full hearing. The **Decision-Maker** may **decline** to proceed beyond its initial investigation, if it is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct; the matter raised appears to be without foundation or there is no apparent evidence to support it.
- h. Where the **Decision-Maker** decides to investigate and resolve a grievance, all parties must be given an opportunity to have their positions considered, based on adequate time to prepare for hearing or written submissions.
- i. After the parties have been heard, the Decision-Maker may:
  - i. dismiss the complaint; or
  - ii. uphold the complaint and make such directions as the **Decision-Maker** thinks appropriate including discipline of the **Member**, consisting of censure, suspension or termination of membership; and

- iii. may make a determination of how costs of the Dispute Resolution Process are to be borne by the parties.
- j. Any **Member** aggrieved by the dispute resolution process may appeal within 30 days of the decision to a Special General Meeting at which a majority of at least two-thirds of those present and voting may reverse the decision.

### 30 Conflicts of Interest

- a. The **Club** shall maintain an up-to-date **Interests Register** disclosed by **Committee Members**, disclosing a **Member's** interest in a matter being considered by the **Club**, details of any matter.
- b. An **Interested Member** must disclose interests as soon as practicable after the **Committee Member** becomes aware that they are interested in the matter.
- c. An **Interested Member** may not take part in, or influence, any decision made by the **Club** in respect of payments to, or on behalf of, the **Interested Member** of any income, benefit, or advantage, but there may be counted as part of a quorum at any **Committee** meeting where the matter is being considered.

### 32. Amending This Constitution

- a. The **Club** may amend, add to or replace this Constitution at a **General Meeting** by a resolution passed by a two-thirds majority of those **Members** present and voting.
- b. When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration and shall take effect from the date of registration.
- c. When an amendment is approved by a **General Meeting** it shall be provided to Charities Services within three months of the date of the amendment for registration by the Registrar of charitable entities.

### 33. Winding Up Process

- a. The **Club** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.
- b. The **Club Secretary** shall give **Notice** to all **Members** of:
  - i. the proposed motion to wind up the **Club** or remove it from the Register of Incorporated Societies;
  - ii. the **General Meeting** at which any such proposal is to be considered;
  - iii. the reasons for the proposal; and
  - iv. any recommendations from the **Committee** in respect to such notice of motion.
- c. Any **resolution** to wind up the **Club** or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.

### 34. Surplus Assets

If the **Club** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property or funds remains after the settlement of the **Club's** debts and liabilities, that property and any surplus funds must be gifted to the NZ Bridge Foundation, a registered charity under the Charities Act 2005.