

CONSTITUTION

Created December 2016

1. NAME

The name of this Incorporated Society is the Toitu Poneke Community & Sports Hub (“thehub”).

2. OFFICE

The registered office of the Toitu Poneke Community & Sports Hub (“thehub”) shall be at such place as the Board of thehub may determine. Due notice of any change in place of the registered office shall be given to the Registrar of Incorporated Societies, and to all members of thehub.

3. OBJECTIVES

The objectives of thehub are to be beneficial to the Community by:

- (a) managing, maintaining, administering and operating for recreation and other leisure-time activity the facilities at thehub on behalf of, and for the benefit, of members of the Society (“Members”) and the wider community;
- (b) to arrange and manage the redevelopment of sporting, recreational, family and community facilities in and around thehub;
- (c) assisting in and fostering the development and growth of that recreation and other leisure-time activity;
- (d) improving the health, connectivity, happiness and welfare of people in the community;
- (e) to seek out and obtain funding and other resources and apply such funding and resources for the benefit of the Hub, and therefore its members and the wider community;
- (f) to conserve, advance, promote and protect the interests of all Members;
- (g) to assist in the development and promotion of its Members’ activities, in so far as they are charitable under the law, including:
 - the provision of community, sport and recreational activities to children, youth, adults and the elderly, to promote connectiveness and health in the community;
 - the ongoing development and improvement of facilities for its Members’ activities.
- (h) to do all such things and undertake such activities as may be necessary, incidental, or conducive to the advancement of these objectives.

And also be beneficial to the Member Clubs by fostering :

- (i) operational savings;
- (ii) the sharing of "best practice" among all partners, including collaboration on membership, marketing, funding and administration;
- (iii) efficiencies from shared services in a fit for purpose facility;
- (iv) community awareness of Member Club offerings, programmes and opportunities;
- (v) improved sporting performance and pathways;
- (vi) storage opportunities;
- (vii) priority venue booking opportunities, at discounted (Tier 1) Member rates;
- (viii) realistic and affordable annual Hub membership levy (commencing at NZ\$20 per annum per Club Member);
- (ix) the embracing of all cultures, all genders and all ages, in that way facilitating a connected, active and healthy community.

4. POWERS

The Society, in addition to any statutory powers, will have the powers of a natural person to do all things necessary or desirable for the attainment or advancement of any one or more of its objects including, without limitation, the power to:

- (a) raise and receive funds by way of subscriptions, fees, grants, donations, sponsorship, legacies and bequests, gifts, or otherwise accepting that any amount payable on being admitted to membership of the Society, and the date by manner in which payment is due, shall be set from time to time by resolution of General Meeting (as that term is defined in rule 7.0);
- (b) the Society may impose a membership levy on Members in any financial year, set by the Board at a realistic, appropriate and affordable level, and set the date by manner in which such payment is due.
- (c) use such funds to pay the costs and expenses of advancing the Society's objects, and for that purpose employ such people as may be necessary;
- (d) purchase, lease, hire or otherwise acquire, and exchange, sell, lease or otherwise dispose of, real or personal property, rights or privileges;
- (e) negotiate and execute joint venture agreements and other contracts;
- (f) borrow or raise money by debenture, bond, mortgage or other means, with or without security (up to a maximum of \$20,000, before Members must agree by majority vote);
- (g) invest or otherwise deal with the property of the Society in accordance with the provisions of these rules;

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- (h) establish subsidiaries, incorporate, or become a shareholder of, companies, and become a Member of any Society;
- (i) determine who may be members of the **hub**;
- (j) commence, defend or settle any legal proceeding; and
- (k) do all lawful acts and things necessary, incidental or conducive to the attainment or advancement of the Society's objects.

5. MEMBERS

5.1 The membership of the **hub** (collectively called "members") shall consist of:

Founding Members

A Founding Member of the **hub** shall be any Incorporated Society, or Charitable Trust, or a Club, which is affiliated to their national or regional body and who has sought and applied for membership and admitted as a Founding Member by the Board.

Affiliate

An Affiliate Member is any group as may be nominated by any of the Board or a Founding Member, and who has sought and applied for membership and been admitted as an Affiliate Member by the Board.

5.2 Board to determine applications for Membership:

The Board may make rules determining the procedure to be followed by any applicant for membership and shall have sole discretion, to determine whether any applicant may be admitted to membership, so that any organisation applying for Founding Membership shall:

- (a) Be a society incorporated under the Incorporated Societies Act 1908; or a charitable trust incorporated under the Charitable Trust Act 1957; or
- (b) Be affiliated to their national or regional body; and shall
- (c) Be involved in the delivery of sport, education, community, religious, multi-cultural, business, or recreation related activity; and
- (d) Be involved in the support of the Objects of the **hub**.

5.3 Cessation of Membership:

Any Member may cease to be a Member by:

- (a) Resignation, giving the Board not less than three month's notice in writing which notice will only be valid if the Member, at the time of giving such notice, has paid all monies due and owing to the Society; or
- (b) Failing to renew membership in accordance with any procedure for renewal as the Board may determine from time to time

5.4. Suspension of a Member:

The Board may suspend, by notice in writing, the membership of any Member:

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- (a) Who it deems, acting reasonably, to have failed to comply with these rules;
- (b) Who it deems, acting reasonably, to have engaged in conduct unbecoming of a Member, or prejudicial to the interests of the Society; or
- (c) Whose payment of any fees stipulated by the Board, in accordance with rule 5.7, is in arrears.

Such suspension will continue in force until the Board deems, acting reasonably, that the Member is no longer in breach, or the suspension is lifted by a majority vote of Members at a general meeting.

Prior to taking such steps, mediation per clause 16 should be attempted in good faith.

5.5. Expulsion of a Member:

A general meeting of Members may, by majority (minimum 75%) vote, expel any Member of the Society.

5.6 Return of Society property:

Any Member who ceases to be a Member for any reason shall immediately return to the Board any property belonging to the Society which the Member may have acquired while a Member.

5.7. Fees:

The Board shall set, from time to time, the fees payable by Members, at realistic, appropriate and affordable levels, and the date and manner in which such fees are payable.

5.8 Obligations of Members:

Members acknowledge and agree that they:

- (a) Are bound by these rules, and any regulations, decisions, or further rules issued by the Board;
- (b) Submit to the jurisdiction of the Society and its Board; and
- (c) Must treat all information relating to the commercial arrangements entered into by the Society as strictly confidential and must not disclose any information regarding the Society to any third party, or use that information for any purpose other than to fulfil the objects of the Society, without the prior written approval of the Society, and that this obligation of confidentiality will survive the cessation of their membership of the Society and continue to bind them.

5.9 Poneke Football Club Venue Booking Rights:

In recognition of the fact that Poneke Football Club are the owners of the building, the mostly exclusive user of the facility since 1955, the most frequent user of the facility, and given their significant financial investment in the 2015 – 2017 building upgrade, it is agreed that their traditional use of training and social spaces will be given priority, when booking windows open for each ensuing period.

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As a guide, this includes, but is not limited to the following requirements, which primarily fall during the Rugby season :

- (a) Weekdays : late afternoon and evening use of the Green Room and Changing Rooms (and sometimes the hard floor Weights Room);
- (b) Saturday : all day and evening use of the South & North Social Lounges;
- (c) Sunday : scheduled use of the Green Room, Changing Rooms and South & North Social Lounges for traditional events such as Junior Tournaments, Representative Team Trainings, Vintage Rugby etc;
- (d) Scheduled week night use of a Lounge for post-training team sessions.

5.10 Poneke Football Club Board Rights:

Per 5.9 above, Poneke Football Club should have a representative on the **hub** Board as a matter of right and that person would preferably be the Chair.

6. BOARD

6.1. The Board is the governing body of the **hub**.

6.2. Powers of Board

- (a) The affairs of the **hub** shall be governed by a Board constituted under Rule 6.3 (below).
- (b) Subject to this Constitution and the Act (see Definitions), the Board:
 - (i) Will have oversight of the business and affairs of the **hub**;
 - (ii) May exercise all such powers and functions as may be exercised by the **hub** other than those powers and functions that are required by this Constitution to be exercised by the Members in General Meeting; and
 - (iii) Has power to perform all such acts and things as appear to the Board to be essential, or appropriate, for the proper management of the business and affairs of the **hub**.

6.3. Board Composition

- (a) The Board shall consist of seven (7) board members:
 - (i) Three (3) elected board members voted by members at an AGM (refer Rule 6.4(a)), but prior to the first ever AGM, by the Appointments Panel, refer 6.5.
 - (ii) Three (3) appointed to the Board, appointed by the Appointments Panel, refer 6.5.
 - (iii) One (1) appointed Chairperson, appointed by the Appointments Panel, refer 6.5.

Note, the General Manager, or nominee, of the **hub**, will attend all Board meetings (unless the Board decides otherwise), but will not hold a formal Board position, or have voting rights.

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- (b) Any Board representative or officer of the Society, or any person intending to stand for election or appointment as a Board representative or officer, shall declare, prior to such election or appointment, or at the time the conflict arises, any conflict of interest. The Secretary of the Society shall keep a register of such conflicts.

6.4 Term of Office

- (a) The term of office for each elected Board Member shall be for a period of three (3) years.
- (b) The term of office of each appointed Board Member shall be for a period of three (3) years.
- (c) Notwithstanding Rules 6.4(a) and 6.4(b) each Board Member shall be eligible for reappointment. The maximum number of years of service shall not exceed two (2) consecutive terms.
- (d) Notwithstanding Rules 6.4(a) and 6.4(b), some initial appointments may be for less than three(3) years, in order to create some staggering of expiration dates.

6.5 Appointments Panel

- (a) The Appointments Panel shall be independent of the Board and shall consist of :
- (i) The Chair of the **hub**
 - (ii) A Sport Wellington Representative (or nominee)
 - (iii) A Wellington City Council Representative (or nominee)
 - (iv) A representative of a Member Club
- (b) The Chair of the Appointments Panel will be the Chair of the **hub**.
- (c) The Appointments Panel shall :
- * Advertise, identify and invite suitable candidates to apply for membership
 - * Assess candidates who have applied, including via interviews and meetings
 - * Determine which candidate(s) are to be appointed to the Board
 - * Receive and assess any nominations from Members for election membership
 - * Recommend to the **hub** General Manager the elected nominee's, in priority order, for those present and entitled to vote.
- (d) The members of the Appointments Panel shall be appointed by way of an Electoral College, consisting of 2 members of each Founding Member Club. Each Club has the ability to select its own representatives to the Electoral College, with the expectation they are members of that Clubs Committee or Board. Selection will be by way of majority vote for each position.
- (e) The Appointments Panel will sit for a term of three (3) years, whereas the Electoral College will reconvene to select a new Appointments Panel. Members of the Appointments Panel can serve multiple terms, if so selected by the Electoral College.

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6.6 Vacancies on Board / Specialists

- (a) An appointed Board member, who resigns prematurely, shall be replaced for the balance of their term. The Board may co-opt a person onto the Board to cover this period.
- (b) An elected Board member who resigns prematurely shall be replaced at the next AGM; their replacement will serve out the period of the replaced board member.
- (c) The Board has the power to co-opt a person onto the Board to fill a vacancy created by someone resigning prematurely, or for a defined special project. This co-opted person will not have voting rights on the Board.

6.7 Quorum for Board Meetings

Five (5) Members of the Board present at a Board Meeting shall constitute a quorum.

6.8 Officers

At the first Board Meeting following the AGM, the Board shall elect by a majority vote the following officers ;

- (i) Treasurer
- (ii) Secretary

6.9 Functions of the Secretary

- (a) Keep minutes of the resolutions and proceedings of each General Meeting and each Board meeting in the Society's minute book and the Board's minute book. The Secretary must record in the minutes of a Board meeting the names of the persons present.
- (b) Keep the Board informed promptly of all significant events.
- (c) Maintain regular communications with Members.
- (d) Provide such information as may be reasonably requested by any Member.
- (e) Regularly liaise and communicate with local and central government agencies, industry groups and associated organisations.
- (f) Complete such other duties as the Board may determine from time to time.
- (g) Timely distribution of Board Minutes to Founding Member Clubs.

6.10 Treasurer to Keep Accounts

The Treasurer must collect all money due to the Society and make all payments authorised by the Society. The Treasurer must also keep accurate books and accounts of the financial affairs of the Society including full details of receipts and expenditure and ensure the Society complies with its financial reporting obligations.

6.11 Board Meetings

- (a) The Board must meet at least four times each calendar year, or more regularly as required.

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- (b) The Board shall meet at such place and at such times and in such manner as it shall determine.
- (c) The Chairperson shall chair Board meetings, or in his or her absence, any other Board Member determined by the Board.
- (d) Each Member of the Board present at a meeting of the Board is entitled to one vote (by show of hands) and in the event of an equality of votes on any question the Chairperson may exercise a second, or casting, vote.
- (e) A resolution in writing, signed or assented to by facsimile, email or other form of visible or other electronic communication by all Board Members shall be valid and effectual as if it had been passed at a meeting of the Board duly convened and held.

Any such resolution may consist of several documents in like form each signed by one or more of the Board Members.

- (f) A meeting of the Board may be held where one or more of the Board Members is not physically present at the meeting, provided that:
 - (i) Notice of the meeting is given to all Board Members in accordance with the procedures agreed from time to time by the Board.
 - (ii) All Board Members participating in the meeting are able to communicate with each other effectively simultaneously, and instantaneously, whether by means of telephone or video conferencing facility, or by any other form of communication.
 - (iii) If any failure in communication prevents Rule 6.11(f)(ii) from being satisfied and such failure results in the quorum not being met, or maintained, the meeting shall be suspended until Rule 6.11(f)(ii) is satisfied again. If not satisfied within 15 minutes from the time of interruption the meeting shall be deemed to have been terminated or adjourned.
 - (iv) Any meeting held where one or more Board Members is not physically present shall be deemed to be held at the place specified in the notice of meeting provided a Board Member is there present, and if no Board Member is there present, the meeting shall be deemed to be held at the place where the Chairperson of the meeting is located.

6.12 Committees

The Board may appoint Committees of the Society consisting of such persons and for such purposes as the Board thinks fit. Committees will only have the powers and duties that are conferred on them by the Board.

6.13 Indemnity

The Members of the Board, any committee appointed under these rules and any Members, will at all times be held indemnified by the Society from and against all claims, acts, proceedings and damages made, suffered or sustained by a Board or Committee representative, or Member, as a result of his, or her, carrying out in good faith, the requirements of the Board, Committee or the Society.

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7. GENERAL MEETINGS

Reference in these rules to general meetings includes both special general meetings and annual general meetings.

7.1. Notice to be Given

The Board shall cause at least 21 clear days notice of a General Meeting to be given to each Member in writing, which notice shall state the place, date, time and nature of the proposed business to be transacted at the meeting.

7.2. Business of Meeting

- (a) No business other than that set out in the notice convening the meeting shall be transacted at the meeting.
- (b) A Member desiring to bring any business before a meeting shall give at least 28 days notice in writing of that business to the Board, which shall include that business in a notice calling the next General Meeting, after the receipt of the notice.

7.3 Quorum

The quorum for a general meeting shall be 4 Members entitled to vote. No business may be transacted at a general meeting unless a quorum is present. If a quorum is not present at the time for commencement of a meeting then:

- (a) If the meeting was convened at the request of Members, the meeting is automatically dissolved; or
- (b) In any other case, the meeting is automatically adjourned to the same time and day in the following week and shall be held in the same place unless this is not reasonably possible, in which case the Board will specify another place by notice to the Members to be issued not less than 2 days before the date of the adjourned meeting.

7.4 Absence of Quorum

If a quorum is not present at the time of commencement of an adjourned meeting, the meeting is automatically dissolved.

7.5. Chairperson

The Chairperson must preside as chairperson at each general meeting of the Society. If the chairperson is absent, the Members present must elect one of their number to preside as chairperson at that meeting.

7.6. Annual General Meeting

The Society must convene an annual general meeting of its Members in May of each calendar year.

7.7. Business of the Annual General Meeting

The ordinary business of each annual general meeting shall be to:

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- (a) confirm the minutes of the last annual general meeting and any other meeting of Members held since that meeting;
- (b) receive from the Board reports on the transactions of the Society during the last financial year and since the last meeting of Members;
- (c) elect Board Members of the Society;
- (d) transact any special business, of which notice is given in accordance with these rules; and
- (e) appoint an auditor.

7.8. Special General Meetings

Any general meeting of Members, except the annual general meeting, is a special general meeting. The Board may convene a special general meeting whenever it thinks fit.

7.9. Special General Meetings at request of Members

The Board must convene a special general meeting if at least 75% of the Members request the Board to do so in writing. Such request must state the purpose of the special general meeting and be signed by the Members making the request.

7.10. Adjournment of Meetings

The Chairperson of a general meeting at which a quorum is present may adjourn the meeting with the agreement of at least 50% of the votes at that meeting. If a meeting is adjourned for 14 days or more, notice of the adjourned meeting must be given as in the case of the original meeting. No business may be transacted at the meeting when it is reconvened except business left unfinished at the original meeting.

7.11. Votes

A Member is entitled to vote at a general meeting unless it owes an amount to the Society that is overdue. A Founding Member has two votes on any question that is to be decided at a general meeting. An Affiliate Member has one vote on any question that is to be decided at a general meeting. Votes must be given personally by the Member's appointed delegate. If votes on a question are tied, the chairperson of the meeting is entitled to exercise a casting vote.

7.12. Voting by show of hands

A question that is to be decided at a general meeting of the Society is to be decided on a show of hands. Unless a poll is demanded in accordance with these rules, a declaration by the chairperson that a resolution has been carried, carried unanimously, carried by a particular majority, or lost, plus an entry to that effect in the minute book of the Society, is evidence of that fact, without proof of the number, or proportion, of the votes recorded for and against that resolution.

7.13. Demanding of Poll

If at least three Members entitled to vote at a general meeting demand a poll on a question that is to be decided at the meeting, the chairperson must comply with that demand. The demand may be made before a show of hands or immediately after the chairperson's declaration on a show of hands. In the latter case, the poll overrides the show.

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7.14. Timing of Poll

A poll that is demanded on the election of a chairperson, or on a question of an adjournment, must be taken immediately. Any other poll must be taken before the close of the meeting.

7.15. Postal Voting

- (a) Postal voting (including but not limited to voting by land mail, email, facsimile transmission or any other form of visible or electronic transmission) may be held from time to time in such instances as the Board may determine (other than in respect of matters which must be passed by Special Resolution) and shall be held in accordance with procedures prescribed by the Board.
- (b) All postal voting shall be conducted under conditions of a secret ballot and shall be scrutinised by an impartial person duly appointed by the Board to conduct the ballot.

7.16. Removal of Officer or Representative

A general meeting of the Society may resolve to remove an officer of the Society, or a Board representative, before the officer's or representative's term of office ends, and :

- (a) in the case of an officer being removed, the Board may appoint another officer in his or her place, for the remainder of the officer's term;
- (b) in the case of an elected representative being removed, the general meeting may appoint another representative in his or her place, for the remainder of the term;
- (c) in the case of an appointed representative being removed, the Board may appoint another representative, in his or her place for the remainder of the term.

8. FINANCIAL MATTERS

8.1 Financial Year

The financial year of the **hub** shall commence on 01 January and end on 31 December in the following year, and may be altered from time to time by the Board.

8.2 Annual Report

The Board shall prepare an annual report, for presentation to the Annual General Meeting, which contains:

- (a) The audited annual financial statements as required under the Act; and
- (b) An annual report as to the year's activities (collectively known as the annual report);

8.3 Annual Financial Statement

The annual financial statement in Rule 8.2(a) shall be audited by an auditor, appointed by the Board, who shall be a practicing chartered accountant.

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8.4 Inspection of Books of Account

The books of accounts of the **hub** shall be kept at the office of the **hub**, or at such place as the Board may determine, and shall be open to inspection by Members, at such reasonable times as agreed by the Board.

8.5 Treasurer to register Financial Statements

The treasurer will send the annual financial statements, and a certificate in the required form, signed by the treasurer, certifying that the annual financial statements have been approved, to the Registrar of Incorporated Societies.

9. APPLICATION OF INCOME

9.1. The income assets and property of the **hub** shall be applied solely towards the promotion of the objects of the **hub**.

9.2. Save as is provided in this Constitution:

- (a) No portion of the income, property or assets of the **hub** shall be paid, or transferred directly, or otherwise, to any Member, or Board Member, of the **hub**.
- (b) No remuneration, or other benefit in money or monies, shall be paid or given by the **hub** to any Member, or Board Member, of the **hub**.
- (c) Nothing in Rule 9.2(a) or 9.2(b) shall prevent payment in good faith, of or to, any Member or Board Member for;
 - (i) Any services actually rendered to the **hub**, whether as an employee or otherwise.
 - (ii) Goods supplied to the **hub** in the ordinary and usual course of business.
 - (iii) Interest on money borrowed from any Member, or Board Member, of the **hub**.
 - (iv) Rent for premises demised, or let, by any Member, or Board Member, of the **hub**.
 - (v) Any approved out of pocket expenses incurred by the Member, or Board Member, on behalf of the **hub** for any other reason.

Provided any such payment shall not exceed the amount ordinarily payable between ordinary commercial parties, dealing at arms length, in a similar transaction.

10. COMMON SEAL

10.1. the **hub** shall have a common seal.

10.2. The Board shall determine when and by whom the common seal is to be used, and shall make provision for its safe custody in accordance with the Act.

11. INDEMNITY

the **hub** shall indemnify its Board Members, officers, and employees against all damages and costs (including legal costs), for which any such Board Member, or employee may be, or become, liable to any third party, as a result of any act or omission, except wilful misconduct;

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- (a) In the case of a Board Member, or officer of the **hub**, performed or made whilst acting on behalf of, and with the authority (express or implied) of the Board; and
- (b) In the case of an employee, performed or undertaken in the course of, and within the scope of, their employment by the **hub**.

12. INSURANCE

the **hub** may take out Officers Liability Insurance cover for its Board Members, with such insurance company, and on such terms and conditions, as the Board shall decide.

13. LIQUIDATION

13.1 the **hub** may at any time be put into liquidation if:

(a) 75% of those entitled to vote at an Annual General Meeting, or Special General Meeting, of which fifty percent (50%) or more must be Founding Members, as laid out in this Constitution, pass a resolution appointing a liquidator; and

(b) Such resolution is confirmed in a subsequent Special General Meeting, called for that purpose, and held no earlier than 30 days and no later than 60 days after the date on which the resolution was passed.

13.2 Upon the appointment of a liquidator, the relevant provisions of the Act shall apply to the liquidation of the **hub**.

13.3 Upon liquidation of the **hub**, the surplus assets available after the payment of all liabilities shall be applied to the benefit of the **hub**, in so far as the **hub** remains charitable. In the instance that the **hub** no longer seeks to exist, or it passes into non-charitable ownership, the surplus assets shall be applied to the benefit of any charitable body (defined as charitable under New Zealand law and have charitable purposes under the Charities Act 2005), which the Board determines will further the objects of the **hub**, but in no circumstances shall the assets be paid to, or distributed among, the Members.

14. ALTERATION TO THE RULES

14.1 This Constitution may only be amended, added to, or repealed by, resolution of 75% of the votes of those Members present at an Annual, or Special General Meeting.

14.2 Notice of intention to alter this Constitution must be given by a Member to the Board no later than 21 days prior to an Annual Meeting, or Special General Meeting.

14.3 Any alterations should be provided within three months to the Register of Incorporated Societies and the Department of Internal Affairs – Charities Services.

15. REGULATIONS, BYLAWS AND POLICIES

15.1 The Board may make regulations and/or bylaws and policies and alter, amend, or rescind the same as occasions may require, and enforce penalties for their breach. Such regulations, bylaws and policies shall have the same force and effect as this Constitution, but shall not in any way oppose, or be in conflict with, this Constitution. Such regulations, bylaws and policies shall be published to the Members from time to time, or made available to Members, on request.

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16. DISPUTES AND MATTERS NOT PROVIDED FOR

- 16.1. If any dispute arises out of the interpretation of this Constitution or any Rules, resolutions, or policies implements pursuant to this Constitution, or any matter arising which is not provided for in this Constitution, then such dispute or matters shall be referred in writing to the Board, whose decision shall be final and binding.
- 16.2. If the dispute or matter in Rule 16.1 above is between the Board and a Member, or between one or more Board Members (“the parties”) the dispute or matter shall be resolved as follows:
- (a) By the parties acting in good faith to seek an agreement; or failing such agreement
 - (b) By a party or parties appointing an independent third person to mediate between them; or failing such agreement at mediation
 - (c) By referring the dispute or matter to the Sports Disputes Tribunal of New Zealand in accordance with the Rules of that Tribunal and/or as directed by that Tribunal.

17. DEFINITIONS AND INTERPRETATION

In this Constitution, unless a contrary intention appears:

“Founding Member” means a Member under Rule 5.2 which supports the Object of the **hub** and which may apply for, and satisfy, all criteria for eligibility for membership as may be specified by the Board.

“Board” means the controlling body of the **hub** established under Rule 6

“Board Member” means a member of the Board as established under Rule 6.3

“Financial Year” means the year commencing on 1 January and concluding 31 December under Rule 15.1.

“General Meeting” means a meeting of Members convened in accordance with Rule 7.

“Member” means a Member of the **hub** for the time being under Rules 5.

“Regulations” means any regulations made by the Board under the Rules.

“Rules” means the Rules of the **hub** as set out in this Constitution.

“Seal” means the common seal of the **hub** and includes any official seal of the **hub**.

“Resolution” means a resolution passed in a General Meeting in accordance with this Constitution.

“Objects” means the objects of the **hub** set out in Rule 3.

“Society” means the Toitu Poneke Community & Sports Hub (“the **hub**”).

“Sports Disputes Tribunal of New Zealand” means the Tribunal, established under the Sport and Recreation New Zealand Act 2002, to hear and determine sports related disputes, including appeals.

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“Act” means the Incorporated Societies Act 1908.

18. INTERPRETATION

In this Constitution unless the context requires otherwise:

Plural and Singular – words in the singular, include plural, and vice versa.

Persons – references to persons include references to individuals, companies, corporations, partnerships, firms, joint ventures, trusts, associations and other entities.

Statutes – references to any statutes, include statutes which amend, or replace them.

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19. SIGNING

Signatures to confirm acceptance of the **hub** Constitution:

Founding Member	Signature	Name / Position
Americian Football Wellington		GORDON BARND'S COMMISSIONER,
Capital Sports Performance Club Incorporated		NEILL LAW PRESIDENT
Capital Swim Club Incorporated		KAREN THOMAS CHAIRPERSON
Poneke Kilbirnie Softball Club Incorporated		MARK PERRY President
Poneke Football Club Incorporated		Kevin Jenkins CHAIRMAN
Wellington Darts Association		GRAHAM ALMOST PRESIDENT WDA
Wellington Diving Club Incorporated		MARIA MARULL President.

Dated 14 December 2016



VISION, PURPOSE, VALUES

OUR VISION

A strong, dynamic, sustainable and inclusive HUB, meeting the needs of its stakeholders and the Community it serves.

OUR PURPOSE

To support, strengthen, promote and advocate for sport, active recreation and community groups, for children and adults, and to maximise the facilities, the partnerships and the opportunities the HUB provides.

OUR VALUES

- A** All are Welcome
- C** Community is our heart beat
- T** Teamwork is essential
- I** Integrity in all that we do
- V** Vibrant environment
- E** Excellence is our aim

OUR PARTNERS

The Community of Kilbirnie, Evans Bay and the Eastern Suburbs, including but not limited to; pre-schools, schools and colleges, clubs and centres, businesses and professionals, religious and ethnic groups, gaming and charitable Trusts, regional and national sports organisations, sport and recreation “providers” and the Wellington City Council.

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