CONSTITUTION

OF

WELLINGTON HARRIER ATHLETIC CLUB INCORPORATED

DATED 18 AUGUST 2025

WELLINGTON HARRIER ATHLETIC CLUB INCORPORATED

Constitution

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WELLINGTON HARRIER ATHLETIC CLUB INCORPORATED

Constitution

1. Definitions and interpretation

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

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

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

Athletics New Zealand means Athletics New Zealand Incorporated (incorporation number 216839).

Balance Date means the 31st day of March in each calendar year.

Board means the Club's governing body.

Board Member means a member of the Board defined as any natural person occupying a position in the Club that allows the person to exercise significant influence over the management or administration of the Club.

Club Regulations means any bylaws, policies, regulations and codes of the Club made under clause 19.

Casual Vacancy is a vacancy which arises when a Board Member does not serve their full term of office.

Centre means Athletics Wellington Incorporated (incorporation number 1110526).

Club means Wellington Harrier Athletic Club Incorporated (incorporation number 216344).

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

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

General Meeting means an AGM or SGM of the Club.

Interested has the meaning given in section 62 of the Act, but excludes where a Board Member is the parent or guardian of a Member, and that Member may obtain a financial benefit from the Matter in question.

Life Member means a person who has been granted the status of Member for the entirety of their life.

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

Member means each person who for the time being is a member of the Club and includes all classes of members described in clauses 5.4 and 5.6.

Notice means informing Members via email, print media or posting on the Club's official website or social media account.

Ordinary Resolution means a resolution passed by a majority of votes of those persons entitled to vote and voting on the question.

President means the person elected as president of the Club from time to time in accordance with clause 9.7.

Purposes means the purposes set out in Clause 3.1, and Purpose means any one of them.

Registrar means the Registrar of Incorporated Societies under the Act.

Safeguarding means a preventative approach to child protection by minimising or eliminating harm to a child.

Secretary means the person elected as secretary of the Club from time to time in accordance with clause 9.7.

Section means the areas of club activities of track and field, harriers, childrens athletics and any other activity contained in the Club purposes for which a Manager may appointed.

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

Special Resolution means a resolution passed by a 75% majority of votes of those persons entitled to vote and voting on the question.

Treasurer means the person elected as treasurer of the Club from time to time in accordance with clause 9.7.

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

2. Club details

2.1 **Name:** The name of the society is Wellington Harrier Athletic Club Incorporated.

2.2 **Contact person:** At its first Board meeting following an AGM, the Board must reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. Unless determined otherwise, the Secretary will be the Contact Person. The Board must advise the Registrar of any change in the contact person or their Contact Details.

3. Purpose and powers

3.1 **Purpose:** The purposes of the Club are to:

(a) be a member of Athletics New Zealand and the Centre;

(b) promote, develop, foster and administer the sport of athletics in all its various disciplines and including cross country running, road, trail and mountain running and track and field for the benefit of Members, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand;

(c) promote, develop and co-ordinate athletics competitions and including cross country running, road, trail and mountain running and track and field;

(d) comply with the rules and regulations established by Athletics New Zealand, including enforcing standards of conduct, ethical behaviour and implementing good governance;

(e) promote the full use of the club rooms for coaching, training, social activities, indoor games and generally to provide recreation for its Members;

(f) support the development of Members, including the relevant training, Safeguarding requirements, education and development of the Members, including officials, coaches, team managers and volunteers;

(g) give and contribute towards prizes, cups and other trophies and to assist with the competition or training costs of Members representing the Club and other Club expenses;

(h) administer the funds held in bank accounts of the Special Purposes Trust and Tattersall Foundation Trust which, in each case, have their own constitution as attached to this Constitution.

3.2 **Powers:** The Club shall have the capacity and the rights, powers and privileges conferred by the Act, including all powers necessary for, or ancillary or incidental to, fulfilling its Purposes.

4. Registered office

4.1 **Registered office:** The registered office of the Club is such place as determined by the Board from time to time.

4.2 **Change of registered office:** The Board may determine to move the registered office of the Club from time to time. The Secretary must inform the Registrar of this change within the time frame required by the Act.

5. Members

5.1 **Application:** An applicant for membership of the Club must apply using the national membership system provided for the Club by Athletics New Zealand and pay all relevant fees for the applicable membership period.

5.2 **Acceptance:** Within 20 Working Days of an applicant applying to become a member, the Board will determine the outcome of the membership application, at its sole discretion. If no refusal is communicated within this timeframe, the application is deemed to have been accepted. Where the application is refused, the fees will be

refunded. The Board must advise the applicant of its decision but the reasons for its decision may, at the discretion of the Board, not be disclosed.

5.3 **Member consent:** A person or entity consents to become a Member by submitting a written application to the Club via the national membership system provided by Athletics New Zealand and paying the required membership fees, unless otherwise specified in this Constitution.

5.4 **Members:** The Members of the Club are:

(a) Competitive Members, who must also be Members of Athletics New Zealand and who are Members who participate in any activities the Club and Centre may offer that are generally considered of a competitive nature including, but not limited to, inter-club events, Centre championships and other competitive events;

(b) Social Members, who must also be Members of Athletics New Zealand and who are Members who only participate at Club days and Club runs and who generally do not participate in activities of a competitive nature offered through the Centre or such as inter-club competitions;

(c) Supporter Members, who must also be Members of Athletics New Zealand and who are Members who do not wish to partake in Club day activities but still wish to join and support the Club and attend social gatherings;

(d) Life Members;

(e) Honorary Members. Honorary Members shall comprise those persons who have been Competitive Members and Social Members and are no longer active but who continue to give service to the Club and those persons who, in recognition of other services rendered to the Club, may be elected Honorary Members at a General Meeting. Honorary Members shall be elected only on determination by a vote passed by at least 75% of the Board Members and at no time shall the Honorary Membership list exceed a total of twenty (20) persons except where a Board Member automatically becomes an Honorary Member immediately on election to office notwithstanding that the Honorary Member's list totals the limit of twenty (20) persons;

(f) Board Members, who, if they are not a Competitive Member, Social Member or Supporter Member, shall automatically be an Honorary Member;

(g) President, Secretary, Treasurer, Manager Harriers, Manager Track and Field, Manager Childrens Athletics, Health and Safety Officer, Patron, Vice-President, Reviewer and Solicitor;

(h) Any other categories of Member as determined at an AGM.

5.5 **Membership entitlements not transferable:** A right, privilege or obligation, which a person has by reason of being a Member is not capable of being transferred or assigned to another person and terminates on cessation of that Member's membership.

5.6 **Life Members**

(a) A person may become a Life Member in recognition and appreciation of outstanding service by an individual to the Club. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine by a vote passed by at least 75% of Board Members whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a Resolution of Members at a General Meeting passed by a vote of at least 75% of the Members present in favour of the Resolution. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Board from time to time. Life Membership may be conferred only upon persons who have rendered distinguished service to the Club. The Club's Life Member Medal, suitably inscribed, shall be presented to each person elected to Honorary Life Membership. A Life Member shall, when so elected, have and enjoy all the rights and privileges as a Member of the Club and from the date of election shall not be liable for any annual Club subscriptions. However, Life Members shall be liable for fees payable by individuals for affiliation to other bodies associated with the Club's activities;

(b) Any Life Member shall have full voting rights.

5.7 **Member rights and obligations:** Members acknowledge and agree that:

(a) they are bound by, and will comply with, this Constitution and the Club Regulations, and the rules, regulations, procedures and policies of Athletics New Zealand and the Centre;

(b) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;

(c) to receive, or continue to receive or exercise Member rights, they must meet all the Member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any membership or other fees within the required time period; and

(d) they do not have any rights of ownership of, or the automatic right to use, the Club's property;

(e) in respect of the category of Members in subclause 5.4(g) to carry out the duties and obligations outlined in respect of each position from time to time in the Club Regulations.

5.8 **Member register:** As per the Athletics NZ Membership and Database Regulations, the Board will keep an up-to-date Member register within the Athletics NZ Membership System, which includes each Member's name, Contact Details, the date they became a Member and the date they cease to be a Member. A Member must provide notice to the Club of any change to their Contact Details by updating their member profile on the Athletics NZ Membership System. The Board will keep a record of those who have ceased to be a Member within the previous seven years and the date on which they ceased to be a Member.

6. Suspension and termination of membership

6.1 **Suspension of Member:** If a Member is, or may be, in breach under clause 5.7, and the Board believes it is in the best interests of the Club to do so, the Board may suspend the Member until final determination of the matter under clause 21. Before imposing any suspension, the Member must be given notice of the suspension.

6.2 **Suspension of Member rights:** Unless otherwise determined by the Board, while a Member is suspended, the Member is not entitled to attend, speak or vote at a General Meeting or to any other rights or entitlements of a Member and is not entitled to continue to hold office in any position within the Club, until such time as the alleged breach is resolved or determined. However, whilst suspended, the Member continues to be bound by this Constitution.

6.3 **Termination by Board:** The Board may, by Ordinary Resolution and written notice stating the reasons for arriving at their decision, terminate a Member's membership:

(a) for breach of their obligations under clause 5.7; or

(b) following the dispute resolution process set out in clause 21 or such other process set out or referred to in this Constitution.

Unless otherwise specified in such notice, termination is effective as of the date of the notice.

6.4 **Ceasing to be Member:** A Member ceases to be a Member:

(a) except for a Life Member, at the expiry of the term of their membership period;

(b) by giving notice to the Board of their resignation, with such resignation to be effective at the date such notice is received by the Board (unless a later date is specified in such notice);

(c) by applying for a transfer to another athletics club through the national membership system provided for the Club by Athletics New Zealand and upon the transfer being approved by that other club; or

(d) upon that Member's passing.

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

(a) remains responsible to pay all their outstanding membership fees and other fees to the Club;

(b) must return all the Club's property;

(c) continues to be bound by, and remains subject to, this Constitution, the Bylaws and the rules, regulations, procedures and policies of Athletics New Zealand with respect to such Member's activities that occurred during the term of their membership of the Club; and

(d) ceases to be entitled to any rights of a Member.

7. Membership Fees

7.1 **Membership Fees:** The fees to the Club shall be such amount as set by the Board from time to time and such subscriptions shall fall due on the first day of the Club's financial year except in the case of a new Member whose subscription shall fall due on the date of Membership acceptance in accordance with clause 5.2 above. Upon investigation by the President of any case of hardship the Board may at its discretion on the President's recommendation, waive or adjust the subscription to be paid by a Member. Fees set by Athletics New Zealand and the Centre shall be added to the Club membership fees and collected by Athletics New Zealand and the Centre.

7.2 **Other Fees:** The Board may determine that other fees are payable by Members from time to time.

7.3 **Period:** Each Member shall be granted membership for up to one year depending on the Athletics New Zealand category and type the Member chooses. The fee shall be due and payable (on a pro rata basis where applicable) on the date of application. Renewals will fall on the date immediately following the date the Member's membership period expires.

8. General Meetings

8.1 **AGM:** An AGM must be held once a year in August at the time, date and place as the Board decides.

8.2 **Notice of AGM:** The Members must be given at least 20 Working Days' notice informing them of the date, time and place of the AGM.

8.3 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to the Club at least 10 Working Days before the date of the AGM.

8.4 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 5 Working Days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.

8.5 **Business of AGM:** The following business will be discussed at the AGM:

(a) confirmation of the minutes of the previous AGM;

(b) the Board's presentation of the following information during the most recently completed accounting period:

(i) the annual report;

(ii) the annual financial statements;

(iii) where required by the Act or where the Club elects to do so, the reviewer's report, whereby a qualified reviewer has reviewed the annual financial statements. These annual financial statements must be

reviewed by a qualified reviewer and the reviewers report presented to the AGM; and

(iv) notice of any disclosures of conflicts of interest made by Board Members (including a brief summary of the matters, or types of matters, to which those disclosures relate);

(c) the election of the President, Secretary, Treasurer, Manager Harriers, Manager Track and Field, Manager Childrens Athletics, Health and Safety Officer as provided for in clause 9.6 together with a minimum of 3 and a maximum of 5 other persons as required by clause 9. 2 of this Constitution;

(d) the election of the Patron, Vice-President, Reviewer and Solicitor; and

(e) consideration of any other items of business that have been properly submitted for consideration at the AGM.

8.6 **SGM:** The Board must call a SGM if determined by a majority of Board members or if it receives a written request stating the purpose of the SGM from the Board or by 12 Financial Members.

8.7 **Notice of SGM:** Members must be given at least 10 Working Days' notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.

8.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed by the Board or by means of audio link, audio-visual link or any other form of communication approved by the Board.

8.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 20 Members who are entitled to vote. A quorum must always be present during the General Meeting.

8.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM (which date may not be less than 6 nor more than 30 days after the date of the AGM). Notice of the day, time and place for the adjourned AGM must be given to all Members as soon as reasonably possible after the original scheduled AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time, are deemed to constitute a valid quorum.

8.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

8.12 **Control of General Meetings:** The President chairs General Meetings. If that person is unavailable, a Board Member (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.

8.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated by:

(a) one or more Members not receiving notice of the meeting;

(b) notice not being given within the required time frame; or

(c) an accidental irregularity, error or omission in the notices, agendas or papers of the meeting or notice.

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

8.15 **Voting:** A Member is entitled to exercise one vote on any motion at a General Meeting in person unless:

(a) their membership has been suspended as set out in clause 6.2 of this Constitution; or

(b) other than through the exercise of the proxy in accordance with clause 8.17, the Member is under the age of 16 years at the time of the meeting.

8.16 **Voting by electronic means:** Voting by electronic means is permitted PROVIDED THAT the Board is satisfied as to the process for electronic voting.

8.17 **Voting by proxy:** Proxy voting is not permitted.

8.18 **Conduct of voting:** Voting is conducted by a show of hands, or an equivalent electronic process, of those Members eligible to vote (and including votes cast by post or electronic means where permitted by the Board), unless a secret ballot is called for and approved by the chair or 6 Members or as otherwise required under this Constitution.

8.19 **No casting vote**: if there is an equality of votes, the Chair does not have a casting vote.

8.20 **Minutes:** Minutes must be kept of all General Meetings.

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

9. Board

9.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution, the Board must manage, direct or supervise the operation and affairs of the Club and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Club. The Board may allocate amongst the Board Members specific roles or functions.

9.2 **Composition:** The Board consists of the President, the Secretary, the Treasurer, Manager Harriers, Manager Track and Field, Manager Childrens Athletics, Health and Safety Officer as provided for in clause 9.6 and a minimum of 3 and a maximum of 5 other persons elected at the AGM. In the event that there are insufficient nominations for the election of 10 Board Members, then the Board can appoint one or more Members of the Club to the Board so that the maximum number of Board

Members is achieved. A majority of the Board Members must be made up of Members. No member of the Board shall hold more than one (1) Board position.

9.3 **Role of President:** The President will:

(a) preside over AGMs and SGMs and meetings of the Board;

(b) provide an annual report on the operations of the Club to present to the Members at the AGM outlining the Club's activities since the previous AGM;

(c) ensure the affairs of the Club are properly conducted;

(d) undertake activities to promote the Club, good relations and communications between Members and the reputation and best interests of the Club;

(e) attend to such other duties as reasonably required by the Board; and

(f) comply with this Constitution and the Bylaws.

9.4 **Role of Secretary:** The Secretary will:

(a) attend to all correspondence;

(b) prepare, circulate and maintain a record of the agenda and minutes of all Board Meetings, AGMs and SGMs to those entitled to receive them;

(c) ensure that any subcommittee keeps minutes;

(d) keep all records;

(e) attend to such other clerical duties reasonably required by the Board and the Club; and

(f) comply with this Constitution and the Bylaws.

With the written approval of the Board, these tasks may be varied or delegated but the Secretary remains responsible for their performance.

9.5 **Role of Treasurer:** The Treasurer will:

(a) receive all money paid to or received by the Club and pay all accounts approved by the Board. The Board may delegate levels of payment to the Treasurer by written authority;

(b) invest all funds of the Club in the manner directed by the Board;

(c) keep the Club's financial accounts, submit appropriate financial statements at the AGM and undertake other tasks required by the Board;

(d) bring before each Board Meeting a detailed account of the Clubs receipts and expenditure since the last meeting, together with a statement showing the financial balance at that date; and

(e) comply with this Constitution and the Bylaws.

9.6 **Role of Managers:**

(a) The Manager Harriers will:

(i) organise the cross country, road and mountain running, walking and non-stadia activities of the Club;

(ii) organise the Harrier Section competitions and the organisation of open competitions undertaken by the Club as directed by the Board;

(iii) prepare concepts and/or budgets for open Harrier competitions for approval by the Board;

(iv) carry out such other duties as the Board shall from time to time determine; and

(v) report to each meeting of the Board on the Harrier Activities as required by the Board;

(b) The Manager Track and Field will:

(i) organise the Track and Field and stadia walking activities of the Club;

(ii) organise the Track and Field Section competitions and the organisation of open competitions undertaken by the Club as directed by the Board;

(iii) prepare concepts and/or budgets for Open Harrier competitions for approval by the Board;

(iv) carry out such other duties as the Board shall from time to time determine; and

(v) report to each meeting of the Board on the Track and Field activities as required by the Board;

(c) The Manager Childrens Athletics will:

(i) organise the Track and Field activities of the Club for children up to 15 years of age;

(ii) organise the Track and Field competitions for children up to 15 years of age and the organisation of competitions undertaken by the Club as directed by the Board;

(iii) prepare concepts and/or budgets for Childrens Athletics competitions for approval by the Board;

(iv) carry out such other duties as the Board shall from time to time determine; and

(v) report to each meeting of the Board on the Childrens Athletics activities as required by the Board;

(d) The Health and Safety Officer will:

(i) continuously update the Health and Safety policies, plans and procedures of the Club during the year as specific hazards, risks or system

deficiencies are identified. Such changes shall be recommended to the Board for approval, except where matters of legal compliance or where persons may be at risk should be acted upon immediately;

(ii) conduct an annual review of all documentation in June of each year. Any deficiencies shall be reported to the Board with recommendations and with the intent that approved changes shall be implemented before the next AGM of the Club;

(iii) work with Section Managers to ensure a register of risks for their Section is updated one month prior to the start of the season. Write new or updated procedures or other documentation as required and brief Club Officers on applicable parts of the System;

(iv) provide advice to Club Officers on an adhoc basis with each Section to be reviewed annually;

(v) carry out any such other duties as the Board shall from time to time determine; and

(vi) report to each meeting of the Board on health and safety activities as required by the Board.

9.7 **Election of Board Members:** Board Members are elected as follows:

(a) the Board must call for nominations for all Board Member positions at least 20 working days' before the AGM;

(b) nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least 10 days' before the AGM;

(c) the Board must give notice of the nominations to all Members in the notice of the AGM agenda provided under clause 8.4;

(d) in the event that there are insufficient nominations to fill the vacancies for the required number of Board Members then nominations can be made at the AGM;

(e) at the AGM, if there are more nominees than number of positions available, an election is to be held by secret ballot, unless otherwise decided by the chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;

(f) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;

(g) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees;

(h) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote;

(i) if no written nominations have been received in accordance with 9.7(b) above, nominations may be taken from the floor; and

(j) if a position remains unfilled following the AGM, the Board may appoint a person of their choice to fill the position;

(k) No Member of the Board shall hold more than one Board position.

9.8 **Qualification:** Every Board Member must, in writing:

(a) consent to be a Board Member; and

(b) certify that they are not disqualified from being elected or holding office as a Board Member by this Constitution or under section 47 of the Act.

9.9 **Disqualification:** The following persons are disqualified from being elected or holding office as a Board Member:

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

(b) a person who is disqualified from being elected or holding office as a Board Member under section 47 of Act; and

(c) a person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

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

9.10 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Board Members may:

(a) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected; or

(b) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected.

9.11 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described under clause 9.9 or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

9.12 **Removal of Board Member:**

(a) The Board may, by Special Resolution, remove any Board Member before the expiry of their term of office if the Board considers the Board Member concerned:

(i) has seriously breached their duties under this Constitution or the Act; or

(ii) is no longer a suitable person to be a Board Member.

(b) The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.

(c) Before considering a motion for removal, the Board Member who is the subject of the motion must be given:

(i) notice that a Board meeting is to be held to discuss the motion to remove the Board Member;

(ii) adequate time to prepare a response;

(iii) the opportunity, prior to the Board meeting, to make written submissions; and

(iv) the opportunity to be heard at the Board meeting.

9.13 **Board Member ceasing to hold office:** A person ceases to be a Board Member if:

(a) their term expires;

(b) the person resigns by delivering a signed notice of resignation to the Board;

(c) the person is removed from office under clause 9.12;

(d) the person becomes disqualified from being a Board Member under section 47(3) of the Act; or

(e) the person passes away.

10. Board meetings

10.1 **Calling meetings:** Board meetings may be called at any time by the President or by four Board Members, but generally the Board meets monthly except for the period from 1 December in each year to 31 January in the following year at which time only one meeting is required.

10.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.

10.3 **Quorum:** The quorum for a Board meeting is the number that is more than one half of the elected Board Members from time to time. Board Members may be counted for the purposes of a quorum, participate in any and vote on any proposed resolution at a Board meeting without being physically present. This may only occur at Board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board meeting can hear each other effectively and simultaneously.

10.4 **President:** The President will chair Board meetings and General Meetings. If the President is unavailable, unwilling or unable to act, another Board Member must be appointed by the Board to chair the Board meetings during the period of unavailability.

10.5 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted provided that the Board approves

this at the meeting in question by Ordinary Resolution. If there is an equality of votes, the Chair does not have a casting vote.

11. Board Member's Duties

1.1 A Board Member:

(a) when exercising powers or performing duties as a Board Member, must act in good faith and in what the Board Member believes to be the best interests of the Club;

(b) must exercise a power as a Board Member 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 Board 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 and the position of the Board Member and the nature of the responsibilities undertaken by them;

(e) must not agree to the activities of the Club being carried on in a manner likely to create a substantial risk of serious loss to the Club's creditors or 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's creditors;

(f) must not agree to the Club incurring an obligation unless the Board Member believes at that time on reasonable grounds that the Club will be able to perform the obligation when it is required to do so;

(g) when exercising powers or performing duties as a Board Member, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:

(i) an employee whom the Board Member believes on reasonable grounds to be reliable and competent in relation to the matters concerned;

(ii) a professional adviser or expert in relation to matters that the Board Member believes on reasonable grounds to be within the person's professional or expert competence; or

(iii) any other Board Member or subcommittee of Board Members on which the Board Member did not serve in relation to matters within the Board Member's or subcommittee's designated authority, if the Board Member, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted; and

(h) must comply with this Constitution and the Club Regulations.

12. Conflicts of Interests

12.1 **Register of interests:** The Board must keep a register of interest disclosures made by Board Members. The Board must present a summary at each AGM of the nature and extent of any disclosures recorded during the year (such summary does not need to disclose the identity of the Interested party nor the details of the interest disclosed).

12.2 **Duty to disclose interest:** Any Board Member who is Interested in a Matter being considered or affecting the Club must disclose the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board and include it in the interests register as soon as practicable after the Board Member becomes aware that they are Interested in the Matter.

12.3 **Consequences of being Interested:** A Board Member who is Interested in a Matter:

(a) must not vote in any decision on that matter or sign any document relating to the entry into a transaction or the initiation of the matter. However, the Interested party can be present at the time of the decision, contribute to the discussion leading to the decision and be counted as part of the quorum; but

(b) the Board may, by unanimous agreement of all Board Members (other than the Interested party), exclude the Interested party from any further discussion or involvement with that matter.

12.4 **Calling of SGM:** Despite clause 12.3, if a majority of Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

12.5 **Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

13. Subcommittees

13.1 **Appointment:** The Board may appoint subcommittees for such purposes as it thinks fit. Subcommittees will consist of such persons (whether or not Members) as determined by the Board or, where authorised by the Board, the chair of the subcommittee.

13.2 **Procedure:** Unless otherwise resolved by the Board:

(a) meetings of a subcommittee may be held in person or by teleconference or by audio or electronic communications or other means by which those participating may hear each other simultaneously;

(b) the quorum of every subcommittee is a majority of the members of the subcommittee;

(c) the subcommittee shall have power to co-opt additional members to the extent the subcommittee resolves that it is necessary to fulfil the applicable purpose of the subcommittee's formation;

(d) no subcommittee shall have the authority to commit the Club to any obligation or financial expenditure without express written authority from the Board; and

(e) no subcommittee may delegate any of its powers or responsibilities.

13.3 **Resolution in writing:** A resolution in writing, signed or consented to by email or other electronic means by all members of the subcommittee for the time being entitled to receive notice of a meeting of the subcommittee, shall be valid and effectual as if it had been passed at a meeting of the subcommittee properly convened and held. Any such resolution may consist of:

(a) several documents in similar form each signed by one or more members of the subcommittee; or

(b) several emails in similar form each sent or transmitted by a separate member of the subcommittee.

14. Patrons

A person may be invited by the Board to be a Patron to show their support for the Club and to help establish or maintain public credibility of the Club. A Patron is entitled to attend and speak at General Meetings but has no right to vote.

15. Finances

15.1 **Control and management of finances:** The funds and property of the Club are controlled, invested and disposed of by the Board, subject to this Constitution and devoted solely to the promotion of the Purposes of the Club set out in clause 3. All accounts for payment must first be approved by the Board at a Board meeting or by electronic means. Accounts shall then be paid by electronic means and approved or signed by any two of the following officers:

(a) Chairperson of the Board;

(b) Treasurer;

(c) Secretary;

(d) Such other Members as may be authorised by the Board.

15.2 **Balance date:** The Club's balance date is the 31st day of March.

15.3 **Financial reporting:** The Board shall ensure that annual financial statements are prepared and registered in accordance with the Act and all other regulatory requirements.

15.4 **Review of financial statements:** The Club's financial statements must be reviewed each year and the reviewed financial statements must be submitted to the AGM. The reviewer shall be appointed by the Members at each AGM.

15.5 **Annual Return**: The Board shall ensure that an annual return is given to the Registrar for registration within six months of the Balance Date and contain the prescribed information in accordance with the Act.

15.6 **No personal benefit:** The Board Members and Members may not receive any distributions of profit or income from the Club. This does not prevent Board members or Members:

(a) receiving reimbursement of actual and reasonable expenses incurred; or

(b) entering into any transactions with the Club for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Board Member or Member is allowed to influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

16. Indemnity

16.1 **Indemnity for liability**: The Club shall indemnify each Board Member and may indemnify its employees in respect of:

(a) liability to any person other than the Club for any act or omission in their capacity as a Board Member or employee, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Board Member believes is the best interests of the Club when acting in the capacity as a Board Member or employee; and

(b) costs incurred by that Board Member or employee in defending or settling any claim or proceeding relating to any such liability.

16.2 **Indemnity for costs**

The Club shall indemnify each Board Member and may indemnify its employees for any costs incurred by any of them in defending or settling any proceeding:

(a) that relates to the liability for any act or omission in their capacity as a Board Member or employee of the Club, not being criminal liability or a liability that arises out of a failure to act in good faith and in what the Board Member believes is the best interests of the Club when acting in the capacity as a Board Member or employee; and

(b) where judgment is given in their favour, or where they are acquitted, or the proceeding is discontinued.

17. Information

17.1 **Request for information:** A Member may at any time make a written request to the Club for information held by the Club, including the annual financial statement or the minutes presented at the most recent AGM. Such request must specify the information sought in sufficient detail to enable it to be identified. The Club must, within a reasonable time after receiving the request, provide, agree to provide, or refuse to provide, the information requested in accordance with the Act.

18. Amendments

18.1 **Amendments:** This Constitution may only be amended or replaced by an Ordinary Resolution of Members at a General Meeting.

18.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

19. Club Regulations and Integrity

19.1 **Club Regulations:** The Board may make and amend Club Regulations for the conduct and control of the Club's activities and codes of conduct applicable to Members. Any Club Regulation must be consistent with this Constitution, the Club's purposes set out in clause 3, the Act and any other laws. All Club Regulations are binding on the Club, Members and Board Members. The making, amendment, revocation, or replacement of a Club Regulation is not an amendment of this Constitution. A copy of the Club Regulations for the time being shall be available for inspection at the registered office of the Club by any Member during ordinary business hours.

20. Notices

20.1 **Notices:** A notice may be given by the Club to any Member either personally, by posting on the Club's official website or social media account, or by sending it to the Member at the address supplied by the Member (including by email or other electronic communication).

21. Dispute resolution

21.1 **Definitions:** In this clause 21:

(a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and the Club, that relates to an allegation that:

(i) a Member or an Officer or the Club has engaged in misconduct; or

(ii) a Member or Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or

(iii) a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged.

(b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 21.4 to 21.13;

(c) a **Member** is a reference to a Member acting in their capacity as a Member;

(d) an **Officer** is a reference to a Board Member or other Officer acting in that capacity.

21.2 **Application of other legislation to a Dispute:** The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, any law applicable to the Club.

21.3 **Application of other procedures under this Constitution or in a Bylaw:** If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its sole discretion so that the Other Procedure is consistent with the rules of natural justice.

21.4 **Raising a complaint:**

(a) A Member or an Officer may start the Disputes Procedure by giving written notice (a **Complaint**) to the Board setting out:

(i) that the Member or Officer is starting a Dispute Procedure;

(ii) the allegation to which the Dispute relates and who the allegation is against; and

(iii) any other information reasonably required by the Club.

(b) The Club may make a Complaint involving an allegation against a Member or an Officer by giving written notice to the person concerned setting out:

(i) that the Club is starting a Dispute Procedure; and

(ii) the allegation to which the Dispute relates.

(c) The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

21.5 **Investigating and determining Disputes:** The Board must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined, or referred pursuant to clause 21.7. Disputes must be dealt with in a fair, efficient, and effective manner. The Board will promptly notify Athletics New Zealand in writing upon receipt of any Complaint.

21.6 **Decision to not proceed with a matter:** Despite the contents of the Disputes Procedure, the Board may decide not to proceed with a Complaint if:

(a) the Complaint is trivial; or

(b) the Complaint does not appear to disclose or involve any allegation of the following kind:

(i) any material misconduct; or

(ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or

(iii) any material damage to a Member's rights or interests; or

(c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or

(d) the person who makes the Complaint has an insignificant interest in the matter; or

(e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or

(f) there has been an undue delay in making the Complaint.

21.7 **Referral of Complaints:** Subject to clause 21.8, the Board may refer a Complaint to:

(a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or

(b) a subcommittee or an external person to investigate and report; or

(c) an Applicable Disputes Body constituted by Athletics New Zealand; or

(d) any type of consensual dispute resolution with the consent of all parties to the Complaint.

21.8 **Mandatory Referrals of Complaints:** The Board must refer a Complaint to the Applicable Disputes Body where the Dispute relates to a breach of the rules, regulations and policies of Athletics New Zealand, including its code of conduct.

21.9 **Hearing Body:** The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. A Hearing Body has delegated authority by the Board to resolve, or assist to resolve Complaints.

21.10 **Bias:** A person may not act as a decision maker in relation to a Complaint if two or more members of the Board or the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

(a) impartial; or

(b) able to consider the matter without a predetermined view.

21.11 **Complainant's right to be heard:**

(a) The Member or Officer making the Complaint has a right to be heard before the Complaint is resolved or any outcome is determined;

(b) If the Club makes a Complaint, the Club has a right to be heard before the Complaint is resolved or any outcome is determined, and an Officer may exercise that right on behalf of the Club;

(c) A Member or Board Member or the Club must be taken to have been given the right to be heard if:

(i) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and

(ii) an oral hearing is held if the Board, Hearing Body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and

(iii) an oral hearing (if any) is held before the Board, Hearing Body or other decision maker; and

(iv) the Member's, Officer's or the Club's written statement or submission, if any, are considered by the Board, Hearing Body or other decision maker.

21.12 **Respondent's right to be heard:**

(a) This clause 21.12 applies if a complaint involves an allegation that a Member, an Officer, or the Club (**Respondent**):

(i) has engaged in misconduct; or

(ii) has breached, or is likely to breach, a duty under the Constitution, Bylaws or the Act; or

(iii) has damaged the rights or interests of a Member or the rights or interests of Members' generally.

(b) The Respondent has a right to be heard before the Complaint is resolved or any outcome is determined.

(c) If the Respondent is the Club, an Officer may exercise the right on behalf of the Club.

(d) A Respondent must be taken to have been given the right to be heard if:

(i) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and

(ii) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and

(iii) an oral hearing is held if the Board, Hearing Body or other decision maker considers that an oral hearing is needed to ensure an adequate hearing; and

(iv) an oral hearing (if any) is held before the Board, Hearing Body or other decision maker; and

(v) the Respondent's written statement or submissions, if any, are considered by the Board, Hearing Body or other decision maker.

21.13 **Appeals:** Subject to law, there is no right of appeal or right of review of a decision unless specified.

22. No financial gain

22.1 **No financial gain:** Without limiting section 24 of the Act, no financial gain shall be made from the Club by any of its Members, except that:

(a) any Member may receive full reimbursement for reasonable expenses legitimately incurred by that Member in connection with the affairs of the Club;

(b) the Club may pay reasonable and proper remuneration to any Board Member or employee of the Club in return for services actually rendered to the Club;

(c) any Member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by the Member or by any firm or entity that the Member is a member, employee or associate in connection with the affairs of the Club; and

(d) any Member may retain any remuneration properly payable to that Member by any company or undertaking with which the Club may be in any way concerned or involved for which that Member has acted in any capacity whatever, notwithstanding that that Member's connection with that company or undertaking is in any way attributable to that Member's connection with the Club.

23. Liquidation and removal

23.1 **Decision to liquidate or remove from register:** At a General Meeting, the Members may, by a Special Resolution, resolve to:

(a) appoint a liquidator; or

(b) request that the Registrar remove the Club from the register of incorporated societies pursuant to section 175 of the Act,

and that decision shall be effective from the date of that resolution (or such later date specified in that resolution).

23.2 **Notice:** The Board must give notice in accordance with section 228 of the Act to all Members at least 20 Working Days prior to the General Meeting at which a resolution under clause 23.1 is to be considered.

23.3 **Surplus assets:** In the event of the liquidation of the Club or its proposed removal from the register of incorporated societies, any surplus assets of the Club, after the settlement of all liabilities, must be distributed to any other not for profit entity that shares similar purposes to the Club and situated in the Wellington region.

24. Matters not provided for

24.1 If any Matter arises that, in the opinion of the Board, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the Matter or dispute will be determined by the Board.

25. Transition

25.1 **Transition:** This clause 25 applies to facilitate transition of the Club from the previous constitution to this Constitution. If this clause is inconsistent with any other

clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

25.2 **Power of Board during transition period:** Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies until 1 April 2026 and is solely to enable flexibility in the transition of the Club from the previous Constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

26. Special Purposes Trust and Tattersall Foundation Trust

26.1 The Special Purposes Trust shall have a separate Constitution as attached and shall be deemed to be part of this Constitution. Any alteration to the Special Purposes Trust shall be carried out in accordance with this Constitution only in accordance with a Resolution passed by a majority of 75% of the Members of the Club present at the meeting at which any motion is presented for the amendment of the Trust. The primary objects of the Special Purposes Trust shall be as defined in the Special Purposes Trust Constitution.

26.2 The Tattersall Foundation Trust shall have a separate Constitution as attached and shall be deemed to be part of this Constitution. Any alteration to the Tattersall Foundation Trust shall be carried out in accordance with this Constitution only in accordance with a Resolution passed by a majority of 75% of the Members of the Club present at the meeting at which any motion is presented for the amendment of the Trust. The primary objects of the Tattersall Foundation Trust shall be as defined in the Tattersall Foundation Trust Constitution.

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WELLINGTON HARRIER ATHLETIC CLUB INCORPORATED

SPECIAL PURPOSES TRUST CONSTITUTION

1. NAME

Wellington Harrier Athletic Club Incorporated Special Purposes Trust.

2. AUTHORITY

The Wellington Harrier Athletic Club Incorporated Special Purposes Trust is set up by the Wellington Harrier Athletic Club Incorporated Constitution Clause 18(F).

3. OBJECTS

(a) Financial Support to the Wellington Harrier Athletic Club Incorporated for unbudgeted, unforeseen, or unusual expenditure for Club properties and equipment requirements, or other requirements essential to the functioning of the Club in general.

(b) Financial support to Club members representing WHAC, their school, Athletics Wellington, or Athletics New Zealand, for travel, out-of-pocket or training expenses.

(c) Advice and assistance to individual Club members when requested, for obtaining sponsorship, setting up of trust funds, or other allied functions.

4. INTENTION

It is not intended that the funds administered by the Trust shall replace any items which would normally (or traditionally) be allowed for in the Club's annual expenditure or income budgets, or any funds normally raised by Club activities to augment the Club's income from subscriptions.

5. ACCOUNTS

On behalf of the Wellington Harrier Athletic Club Board, the Trust shall administer the following accounts:

(a) The Special Purposes Trust Fund which shall cover items contained in Clauses 3(a) and 3(b) for Club requirements in New Zealand.
(b) Any other funds which the Board may from time to time require the Trust to control.

6. TRUSTEES

(a) The Trust shall be managed by six (6) trustees, who shall all be Club members, with one of the six appointed by the Board to be Convenor of the Trust.

(b) Members of the Trust shall be the Club's President, Honorary Treasurer and Honorary Solicitor for the time being, elected at the Club's Annual general Meeting in accordance with the Club Constitution Clause 8, and three members appointed by the Board at its first meeting following the Annual General Meeting. No more than one of the Trustees appointed by the Board may be a Board member.

7. DUTIES AND POWERS OF TRUSTEES

(a) The Trustees shall administer the funds set out in Clauses 5(a) and 5(b) of this Constitution.

(b) The Trustees shall receive all monies payable to the Trust and invest them at good rates of return, in their opinion, having regard to risk and to the Objects of the Trust.

(c) The Trustees shall distribute the annual return on the funds of the various accounts in accordance with the Object of the Trust (Clause 3) to causes worthy of support.

(d) The Trustees shall be sole judges of the support to be dispensed, in any one year, and their decision shall be final and binding.

(e) If, in any one year, the full amount available for distribution is not allocated the Trustees shall re-invest the surplus in accordance with Clause 7(b) of this Constitution. However, such re-invested amount, together

with any return on the re-invested amount, shall be available as an additional distribution in subsequent years.

(f) The Trustees shall have the right to make allocations from the funds for the purposes meeting the Objects of the Trust (Clause 3 of this Constitution), for which no applications were made in accordance with Clause 9 of this Constitution.

(g) The Trustees shall assist Club members, if requested, as provided for in Clause 3(c) of this Constitution.

8. CAPITAL FUND

The Capital Fund (Clause 5 of this Constitution) shall be raised annually by:

(a) Any specific donations or bequests made to the funds.
(b) Any agreed contributions by the Board from Club Funds.
(c) An allocation of a 20% levy on all profits from Club organised events (i.e. Vosseler Shield, Business House Relay, track and field interclub events and any other similar events organised by the Club).
(d) Any sponsorship organised by the Marketing Co-ordinator for the Special Purposes Trust, or by the Trust.

9. APPLICATIONS FOR ASSISTANCE

(a) Applications for assistance may be made by the Board or any active member of the Club.

(b) All applications shall outline the reason for the request and furnish such supporting information as required by the Trust.

10. FINANCIAL REVIEWER

The Trustees shall annually appoint a Reviewer who may or may not be a Club member.

11. MEETINGS

(a) The Trust shall meet from time to time as necessary to carry out its required function.

(b) The Trust shall meet in the month of July each year, to receive the Trust Balance Sheet for the year ended 31 March, and to decide the amount available for distribution in each year, from each fund administered.

(c) The quorum at meetings shall be four (4) members and all decisions made shall require a majority vote of Trustees present.

12. REPORTING

The Convenor of the Trust shall provide annually to the Board, a written report on the Trust's activities and a Reviewed Balance Sheet. Any distribution of funds during the year shall be notified, in writing, to the Board.

WELLINGTON HARRIER ATHLETIC CLUB INCORPORATED

TATTERSALL FOUNDATION TRUST CONSTITUTION

1. NAME

Wellington Harrier Athletic Club Incorporated - Tattersall Foundation Trust.

2. AUTHORITY

The Wellington Harrier Athletic Club Incorporated - Tattersall Foundation Trust is set up by the Wellington Harrier Athletic Club Incorporated Constitution Clause 18(G).

3. OBJECTS

(a) Financial Support to the Wellington Harrier Athletic Club Incorporated (WHAC) Youth Club Members (age under 20 years) for unbudgeted, unforeseen, or unusual expenditure for WHAC properties and equipment requirements, or other requirements essential to the functioning of the Youth Club Members to pursue their sport in general.

(b) Financial support to Youth Club Members representing WHAC, their school, Athletics Wellington, or Athletics New Zealand, for travel, out-of-pocket or training expenses, or any other financial outlay, as determined by the Trustees.

(c) Advice and assistance to individual Youth Club Members when requested, for obtaining sponsorship, setting up of trust funds, or other allied functions.

4. INTENTION

It is not intended that the funds administered by the Trust shall replace any items which would normally (or traditionally) be allowed for in the WHAC annual expenditure or income budgets, or any funds normally raised by WHAC activities to augment WHAC income from subscriptions.

5. ACCOUNTS

On behalf of the Wellington Harrier Athletic Club Board, the Trust shall administer the following accounts:

(a) The Tattersall Foundation Trust Fund which shall cover items contained in Clauses 3(a) and 3(b) for WHAC requirements in New Zealand.

(b) Any other funds which the Board may from time to time require the Trust to control.

6. TRUSTEES

(a) The Trust shall be managed by six (6) trustees, with one of the six appointed by the Board to be Convenor of the Trust.

(b) The Trustees shall be Dallas W. McCallum, WHAC President, Honorary Treasurer, for the time being, elected at the WHAC Annual General Meeting in accordance with the Club Constitution Clause 8, plus three trustees appointed by the Board at its first meeting following the Annual General Meeting. Should any trustee become unavailable, a replacement will be appointed by the Board immediately. No more than one of the Trustees appointed by the Board may be a Board member.

7. DUTIES AND POWERS OF TRUSTEES

(a) The Trustees shall administer the funds set out in Clauses 5(a) and 5(b) of this Constitution.

(b) The Trustees shall receive all monies payable to the Trust and invest them at good rates of return, in their opinion, having regard to risk and the Objects of the Trust.

(c) The Trustees shall distribute the annual return on the funds of the various accounts in accordance with the Object of the Trust (Clause 3) to causes worthy of support.

(d) The Trustees shall be sole judges of the support to be dispensed, in any one year, and their decision shall be final and binding.

(e) If, in any one year, the full amount available for distribution is not allocated, the Trustees shall re-invest the surplus in accordance with Clause 7(b) of this Constitution. However, such re-invested amount, together with any return on the re-invested amount, shall be available as an additional distribution in subsequent years.

(f) The Trustees shall have the right to make allocations from the funds for the purposes meeting the Objects of the Trust (Clause 3 of this Constitution), for which no applications were made in accordance with Clause 9 of this Constitution.

(g) The Trustees shall assist WHAC Youth Club Members, if requested, as provided for in Clause 3(c) of this Constitution.

8. CAPITAL FUND

The Capital Fund (Clause 5 of this Constitution) shall be raised annually by:

(a) Any specific donations or bequests made to the funds.

(b) Any agreed contributions by the Board from WHAC Funds.

(c) Any sponsorship organised by the Marketing Co-ordinator for the Tattersall Foundation Trust, or by the Trust.

9. APPLICATIONS FOR ASSISTANCE

(a) Applications for assistance may be made by the Board or any active member of WHAC.

(b) All applications shall outline the reason for the request and furnish such supporting information as required by the Trust.

10. FINANCIAL REVIEWER

The Trustees shall annually appoint a Reviewer who may or may not be a WHAC member.

11. MEETINGS

(a) The Trust shall meet from time to time as necessary to carry out its required function.

(b) The Trust shall meet in the month of July each year, to receive the Trust Balance Sheet for the year ended 31 March, and to decide the amount available for distribution in each year, from each fund administered.

(c) The quorum at meetings shall be four (4) members and all decisions made shall require a majority vote of Trustees present.

12. REPORTING

The Convenor of the Trust shall provide annually to the Board, a written report on the Trust's activities and a Reviewed Balance Sheet. Any distribution of funds during the year shall be notified, in writing, to the Board.