

THE CONSTITUTION AND RULES OF THE HAMILTON PISTOL CLUB INCORPORATED

1. TITLE

The name of the Club shall be The Hamilton Pistol Club (THPC) Incorporated.

2. INTERPRETATION

Throughout these rules, save where inconsistent with the context: -

- (a) The CLUB shall mean The Hamilton Pistol Club Incorporated.
- (b) MEMBER shall mean a financial member of the Club
- (c) VOTING MEMBER shall mean MEMBER who meets the following criteria:
 - a. Pays Pistol New Zealand fees through the Club; and
 - b. Has a "pistol club" endorsement on their firearms licence
- (d) COMMITTEE shall mean the members of the Club who make up the governing body of the Club.
- (e) A REMIT is defined as a proposal placed before a General Meeting with the intention of changing the Constitution of the Club.
- (f) A NOTICE OF MOTION is defined as a declaration of intention to seek a meeting to direct, or cause, a course of action to be taken.
- (g) A GENERAL MEETING is defined as an Annual General Meeting or a Special General Meeting of the Club, called in accordance with these Rules.
- (h) A FIREARM is defined as per Arms Act 1983

3. OFFICE

The Registered Office of the Club shall be such place in New Zealand as the committee from time to time determines. Changes to the Registered Office shall be notified to the Registrar of Incorporated Societies.

4. OBJECTS

The objects of the Club shall be: -

- (a) To promote and support the development and safe enjoyment of shooting sports and other hobbies and recreations related to the same and lawful possession and use of firearms.
- (b) To foster, teach, encourage shooting sports.

- (c) Promote a family atmosphere, health, fitness, wellbeing and fellowship
- (d) To acquire by purchase, lease or otherwise, any firearms, ammunition, or any other property necessary for the establishment and continuation of the Club and carrying out of all contracts and agreements necessary for these purposes.
- (e) The acquisition of any licenses necessary for the purpose of operating the Club.
- (f) To conduct shooting, shooting practices, and competitions.
- (g) To affiliate with any other Club or Association of similar nature and/or promote any such Club.
- (h) To promote safety and responsibility for the handling of firearms.
- (i) To do all or any other lawful things, or acts which may be necessary, or conducive towards the carrying out of the aforesaid objects, or which may be in the interest of the Club or members thereof, for shooting in general.

5. **FINANCIAL YEAR**

The financial year of the Club shall end on the 31st day of May of each year.

6. **ANNUAL GENERAL MEETING**

- (a) The Annual General Meeting, of which at least thirty (30) days' notice shall be given to members by the Secretary, either by advertisement in the "Waikato Times" newspaper, or by written notice to each member of the Club, shall be held on a Sunday within six months of the end of the financial year.
- (b) The business of the Annual General Meeting shall be: -
 - i. To receive and consider the President's Report:
 - ii. To receive and consider the Statement of Income and Expenditure and the Balance Sheet for the financial year just ended:
 - iii. To elect the Committee for the ensuing year:
 - iv. To consider and vote on Remits and Notices of Motion as defined in the Constitution:
 - v. To transact any other business which shall be duly submitted to the meeting.

7. **SPECIAL GENERAL MEETING**

A Special General Meeting may be called by the Committee at any time or shall be called upon a requisition stating the object of such a meeting, signed by not less than **15 percent (15%)** of the VOTING MEMBERS of the

club whose names shall also be printed, and lodged with the Secretary. At least thirty (30) days' notice of such a meeting shall be given in the same manner as for the Annual General Meeting, and such notice shall contain particulars of the business to be conducted at the meeting.

8. VOTING AT MEETING

- (a) Each VOTING MEMBER has one vote.
- (b) Voting at the meeting can be by voice, show of hands, or by ballot under the direction of the Chairman of the meeting.
- (c) The Chairman shall have a casting vote at all General, Special and Committee Meetings.
- (d) Remits, Notice of Motions, and Election of officers at an Annual General Meeting will be decided by ballot, electronic or postal voting.
- (e) Proxy votes are not accepted.

9. QUORUM

General Meetings of the Club shall require a quorum of at least twenty (20) members, Committee Meetings shall require a quorum of 60% of the committee members to be present.

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10. OFFICERS OF THE CLUB

- (a) The officers of the Club shall consist of a "Patron" and a Committee consisting of President, Vice President, Secretary, Treasurer, Club Captain, Club Coach, Chief Range Officer, Club Armourer, Range Manager, Security Officer and two general committee members ("the Committee").
- (b) Only VOTING MEMBERS are eligible to be officers of the club.
- (c) Any person who is appointed as an Officer of the Club must meet the requirements of Section 47 of the Incorporated Societies Act 2022 (or any legislation enacted in replacement of this Act).
- (d) Any member of the Committee who:
 - i. ceases to be a member, or
 - ii. resigns in writing to the Committee; or
 - iii. is absent without leave from three (3) consecutive Committee Meetings shall cease to be a Committee Member.
- (e) The Committee may fill any vacancies occurring in its members which occur prior to the next Annual General Meeting. If so many vacancies occur that there is not a quorum, a Special General Meeting shall be called to fill the vacancies.
- (f) Officers of the Club as listed in Clause 10(a) shall in the first instance be elected from those persons whose nominations have been received by the Secretary at least thirty (30) days prior to a General Meeting. All such nominations must be in writing and signed by both a proposer and a seconder. All correctly filed nominations shall be circulated to members at least seven (7) days prior to such Annual General Meeting. Only if an insufficient number of correctly filed nominations are received will nominations be accepted from the floor.

11. ALTERATION OF THE RULES

- (a) The whole or any or either of these rules may be rescinded, altered, or varied and other rules in addition or in substitution for these rules may be made by a majority vote at a Special General Meeting called for that purpose or at an Annual General Meeting provided that at least thirty (30) days' notice of such proposed alteration has first been given to Members. .
- (b) The Committee shall register any alteration in or addition to these rules as required under the Incorporated Societies Act 2022 or any substitute legislation.
- (c) The committee has power to make and/or amend bylaws at any committee meeting by resolution.

12. INTERPRETATION OF RULES



All members shall be held to consent and be bound by the Rules and bylaws of the Club and the decision of the Committee on the interpretation of the Rules and bylaws, or in regard to anything done or suffered thereunder shall be final and conclusive unless and until it is varied by a decision of the Annual General Meeting or Special General Meeting.

13. REMITS AND NOTICES OF MOTION

All Remits and Notices of Motion submitted by members must be forwarded to the Secretary not later than thirty (30) days prior to the General Meeting. All correctly filed Remits and Notices of Motion shall be circulated to members at least seven (7) days prior to such General Meeting.

14. DUTIES OF OFFICERS

- (a) The President: shall chair at all meetings of the Club or of the Committee, provided that in his/her absence, the Vice President shall take the chair.
- (b) The Vice President: shall deputise at every meeting or other function when the President is not present.
- (c) The Secretary: shall keep written minutes of all meetings, attend to necessary correspondence, maintain and keep current the register of members, render any such returns as may be required from time to time by the Registrar of Incorporated Societies, Pistol New Zealand, and the firearms regulator, and attend to all other secretarial business. The Secretary shall be the contact person for the Club.
- (d) The Treasurer: shall collect subscriptions and any other monies and keep a full and correct account of the financial transactions of the Club. He/she shall lodge all such monies of the Club in the Club's Bank, or any similar institution as decided by the Committee and render any such financial returns as may be required.
- (e) The Club Captain: shall organise activities and competitions for club members and shall ensure that members have due regard to the rules and by-laws of the Club. The Club Captain is also an advocate for sections that may not have direct representation on the committee.
- (f) The Chief Range Officer: shall ensure that all activities concerning the use of firearms by shooters on the Club Range, shall be done so, by such shooters having complete and due regard for the rules, by-laws and regulations for such activities. The Chief Range Officer shall also ensure that all ranges are compliant with any applicable regulation and legislation that may be in force.
- (g) Club Armourer: shall keep a register of firearms purchased by the club for club purposes.
- (h) Club Coach: shall provide coaching in all aspects of shooting to club members as required.
- (i) Range Manger: shall monitor the condition of the ranges and range equipment and report any deficiencies or safety concerns to the Committee.

- (j) Security Officer: shall ensure all club IT systems are functional and secure, and that all personal data is managed in accordance with the Privacy Act and other relevant legislation. In addition, the Security Officer shall issue access credentials and maintain a register of site access.

15. COMMON SEAL

The Club shall have a Common Seal which shall be held by the Secretary and shall be affixed only on resolution of the Committee. Any two (2) members of the Committee of the Club shall testify to the affixing of the Common Seal by signing their names and official designations to the document to which the Common Seal is affixed.

16. AUDIT

The financial accounts of the Club shall be audited annually by an Auditor appointed by the Committee.

17. FUNDS AND PROPERTY OF CLUB

The funds and property of the Club shall be—

- (a) controlled, invested and disposed of by the Committee, subject to this Constitution, and
- (b) devoted solely to the promotion of the purposes of the Club.
 - i. The Committee may from time to time borrow such monies as shall be necessary to carry out the objects of the Club and may pledge Club assets as security for any loan.
- (c) The Committee shall maintain bank accounts in the name of the Club.
- (d) All money received on account of the Club shall be banked as soon as practical.
- (e) All accounts paid or for payment shall be submitted to the Committee for approval.
- (f) The Committee must ensure that there are kept at all times accounting records that—
 - i. correctly record the transactions of the Club, and
 - ii. allow the Club to produce financial statements that comply with the requirements of the Incorporated Societies Act 2022, and
 - iii. would enable the financial statements to be readily and properly audited (if required under any legislation or the Club's Constitution).
- (g) The Committee must establish and maintain a satisfactory system of control of the Club's accounting records.
- (h) The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. The accounting records must be kept for the current accounting period and for the last 7 completed accounting periods of the Club.

18. SUBSCRIPTIONS AND FEES

- (a) The members' annual subscriptions shall be due for payment on the last day of May in each year.
- (b) The amount of annual subscription for each member shall be fixed at the Annual General Meeting in each year and shall consist of the following types of subscription and payment:-



- i. Senior member subscription (any person aged 21 and over):
- ii. Family member subscription (any members of the same family with max. 2 senior members):
- iii. Junior member subscription (any person up to 17 years of age):
- iv. Intermediate member Subscription (any person aged 18 and up and including 20 years of age):
- v. Associate member subscription (the member must also hold full and current Pistol New Zealand membership of an affiliated club)

In addition to the above there may be "Affiliation Fees" as set by any relevant governing body

- (c) The committee can set a minimum contribution fee for all members. This may take the form of a financial or practical contribution and will be in addition to the annual subscription. The amount of the contribution fee shall be fixed at the Annual General Meeting.

19. USE OF RANGE AND RANGE FEES

(a) Restricted Use

All visitors, who are either members of other Pistol Clubs or non-affiliated persons, may only visit and use the Club facilities providing that a fully financial Senior member of the Club is present, and that member is the holder of a "pistol club" Endorsed Firearms Licence. Range fees for such visitors shall be fixed from time to time by the Committee.

(b) Unrestricted Use

All members shall have unrestricted use of the Club facilities. No range fees are payable.

(c) Club Competitions

Notwithstanding anything written in clause 19(b), the Committee may fix appropriate entry fees as required from time to time, when holding competitions.

20. ACCESS TO RANGE AND CLUBROOMS

- (a) Any fully financial member of the club who is approved by the Committee shall have the right to possess a key to the range and clubrooms.
- (b) Applications for such keys must be made to the Secretary who will maintain a register of such key holders.
- (c) Should such a key be lost by the person to whom it was issued that person shall immediately report the loss of the key to the Secretary.
- (d) The Committee shall have the right at any time to recall any such key from any member.

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21. MEMBERSHIP

Any person wishing to join the Club must:

- (a) complete and sign the club's application form, and
- (b) make payment of the appropriate fees, and
- (c) be proposed and seconded by a committee member, and
- (d) must comply with the Pistol New Zealand application form where they intend to use pistols at the complex and/or hold a Pistol Club Endorsement on their firearms licence.

The Committee shall have the right to reject any such application for membership to the club.

22. LIFE MEMBERS

Any person who has rendered eminent service to the Club may be elected a Life Member at any General Meeting. Nominations must be forwarded to the secretary with at least 30 days' notice and circulated to members 7 days prior to the meeting to be decided by email or postal voting.

23. ASSOCIATE MEMBERS

Any member from another affiliated Pistol Club, who has paid the appropriate subscription fee to the Club in accordance with clause 18(b) and has been granted rights in accordance with clause 19(b) shall be deemed to be an Associate member of the Club

24. RIGHTS OF MEMBERS

- (a) All members shall be entitled to attend a General Meeting of the club.
- (b) All members shall be entitled to attend and speak at any Committee Meeting of the Club but will not be able to vote unless they are Officers of the Club.

25. CESSATION OF MEMBERSHIP

Any member of the Club shall cease to be a member:

- (a) By delivering to the Secretary before the Annual General Meeting their written resignation. Unless such written resignation is given, such member remains liable for the ensuing years' subscription: or
- (b) By becoming deceased or lacks mental capacity as that term is defined in section 94 (1) of the Protection of Personal and Property Rights Act 1988; or
- (c) By being struck off the membership roll as hereinafter provided: -
 - i. If the conduct of any member:
 - a. is such as to prejudice the character, good order or welfare of the Club, or
 - b. whose subscriptions are overdue, or
 - c. violates the club constitution, or
 - d. club bylaws

the Committee may, by resolution of a two thirds (2/3) majority of committee present, suspend or expel such member for any period of time considered necessary. Such decision to suspend or expel shall remain in force unless and until it is reviewed; and

- ii. The member so suspended or expelled as aforementioned has the right of appeal to the Committee lodged within thirty (30) days of notice of the suspension or expulsion. Any appeal shall be resolved using the dispute resolution provisions of these Rules.

26. PAYMENTS TO MEMBERS

- (a) No part of the Club's income or other funds is to be used or be available for the personal use of any member or an associated person of any member.
- (b) The Committee may make reasonable payment to a member for services or reimburse or pay any reasonable costs incurred by a member on behalf of the Club.
- (c) No member of the Club or any person associated with a member shall participate in or materially influence any decision made by the Club in respect of the payment to, or on behalf, of that member or associated person of any income, benefit, or advantage whatsoever.
- (d) Any such income paid shall be reasonable and relative to that which would be paid in an arms-length transaction (being the open market value).

27. WINDING UP

- (a) The Club may be wound up or dissolved voluntarily if the Club at a General Meeting of its members passes a resolution requiring the Club to be so wound up or dissolved and the resolution is confirmed at a Special General Meeting called together for the purpose and held not earlier than thirty (30) days after the day on which the resolution so confirmed was presented.
- (b) The voting members of the Club at such a Special General Meeting held for the purpose of winding up or dissolving the Club shall, if upon winding up or dissolution of the Club, there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club but shall be given or transferred to some other incorporated organisation or body having objects similar to the objects of the Club within New Zealand.
- (c) In the event of the winding up or dissolution of the Club by the Registrar of Incorporated Societies, in pursuance of Section 28 of the "Incorporated Societies Act 1908", if upon winding up or dissolution of the Club, there remains, after satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Club but shall be given or transferred to some other incorporated organisation or body having objects similar to the objects of Club.

28. INDEMNITY

The Club shall, to the full extent permitted by Section 96 of the Incorporated Societies Act 2022, indemnify its Officers for liability to any person (other than the Club) for any act or omission in their capacity as an Officer of the Club (not being a criminal liability or a liability that arises out of a failure to act in good faith and in what the Officer believes to be the best interests of the Club when acting in their capacity as an officer of the Club); and for costs incurred by an Officer in defending or settling any claim or proceeding relating to that liability.

29. INSURANCES

The Committee is authorised, to the extent permitted by Section 97 of the Incorporated Societies Act 2022, to effect insurance for the Officers of the Club in respect of any or all:

- (a) Liability (other than criminal liability) for any act or omission in their capacity as an Officer of the Club;
- (b) Costs incurred by an Officer in defending or settling any claim or proceeding relating to that liability; and
- (c) Costs incurred by the Officer in defending any criminal proceedings that have been brought against the Officer in relation to any alleged act or omission in their capacity as an Officer and in which they are acquitted.

If such insurance is effected, the Officers of the Club who vote in favour of authorising the insurance must believe on reasonable grounds that the cost of doing so is fair to the Club, and must give a certificate attesting to that belief.

30. RESOLUTION OF DISPUTES

Disputes shall be resolved in accordance with Schedule 1 to these Rules

31. SAVINGS

All rules existing immediately prior to these rules coming into force are hereby revoked save that such revocation shall not effect the validity, effect or consequence or anything already done or suffered or any right interest or title already acquired or membership (Honorary or otherwise) of any member of the Club.

SCHEDULE 1

Dispute Resolution Processes

1. MEANING OF DISPUTE AND COMPLAINT

- 1.1 A dispute is a disagreement or conflict involving the Club and/or its Members in relation to specific allegations set out below.
- 1.2 The disagreement or conflict may be between any of the following persons—
 - a. 2 or more Members
 - b. 1 or more Members and the Club
 - c. 1 or more Members and 1 or more Officers
 - d. 2 or more Officers
 - e. 1 or more Officers and the Club
 - f. 1 or more Members or Officers and the Club.

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- 1.3 The disagreement or conflict relates to any of the following allegations—
- a Member or an Officer has engaged in misconduct
 - a Member or an Officer has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Act
 - the Club has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Act
 - a Member's rights or interests as a Member have been damaged or Member's rights or interests generally have been damaged.
- 1.4 A Member or an Officer may make a complaint by giving to the Committee (or a complaints subcommittee) a notice in writing that—
- states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
 - sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
 - sets out any other information or allegations reasonably required by the Club.
- 1.5 The Club may make a complaint involving an allegation against a Member or an Officer by giving to the Member or Officer a notice in writing that—
- states that the Club is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
 - sets out the allegation to which the dispute relates.
- 1.6 The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
- 1.7 All Members (including the Committee) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Club's activities.
- 1.8 The complainant raising a dispute, and the Committee, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

2. HOW COMPLAINT IS MADE

- 2.1 A Member or an Officer may make a complaint by giving to the Committee (or a complaints subcommittee) a notice in writing that—
- states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the Club's Rules; and
 - sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
 - sets out any other information reasonably required by the Club.
- 2.2 The Club may make a complaint involving an allegation or allegations against a Member or an Officer by giving to the Member or Officer a notice in writing that—
- states that the Club is starting a procedure for resolving a dispute in accordance with the Club's Rules; and
 - sets out the allegation to which the dispute relates.
- 2.3 The information given under subclause (1.2) or (2.2) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

3. PERSON WHO MAKES COMPLAINT HAS RIGHT TO BE HEARD

- 3.1 A Member or an Officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- 3.2 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.
- 3.3 Without limiting the manner in which the Member, Officer, or Club may be given the right to be heard, they must be taken to have been given the right if—
- they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - an oral hearing (if any) is held before the decision maker; and
 - the Member's, Officer's, or Club's written or verbal statement or submissions (if any) are considered by the decision maker.

4. PERSON WHO IS SUBJECT OF COMPLAINT HAS RIGHT TO BE HEARD

- 4.1 This clause applies if a complaint involves an allegation that a Member, an Officer, or the Club (the 'respondent')—
- has engaged in misconduct; or
 - has breached, or is likely to breach, a duty under the Club's Rules or bylaws or this Act; or
 - has damaged the rights or interests of a Member or the rights or interests of Member's generally.
- 4.2 The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
- 4.3 If the respondent is the Club, an Officer may exercise the right on behalf of the Club.
- 4.4 Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if—
- 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
 - the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - an oral hearing (if any) is held before the decision maker; and
 - the respondent's written statement or submissions (if any) are considered by the decision maker.

5. INVESTIGATING AND DETERMINING DISPUTES

- 5.1 The Club must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its Constitution, ensure that the dispute is investigated and determined.
- 5.2 Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner and in accordance with the provisions of the Act.

6. **CLUB MAY DETERMINE NOT TO PROCEED FURTHER WITH COMPLAINT**

- 6.1 Despite the 'Investigating and determining dispute' rule above, the Club may decide not to proceed further with a complaint if—
- a. the complaint is considered to be trivial; or
 - b. the complaint does not appear to disclose or involve any allegation of the following kind:
 - i. that a Member or an Officer has engaged in material misconduct;
 - ii. that a Member, an Officer, or the Club has materially breached, or is likely to materially breach, a duty under the Club's Rules or bylaws or the Act;
 - iii. that a Member's rights or interests or Members' rights or interests generally have been materially damaged;
 - 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 the Club's Rules; or
 - f. there has been an undue delay in making the complaint.

7. **CLUB MAY REFER COMPLAINT**

- 7.1 The Club may refer a complaint to—
- a. a subcommittee or an external person to investigate and report; or
 - b. a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.
- 7.2 The Club may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

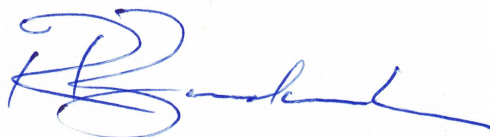
8. **DECISION MAKERS**

- 8.1 A person may not act as a decision maker in relation to a complaint if 2 or more members of the Committee or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be—
- a. impartial; or
 - b. able to consider the matter without a predetermined view.

President - Paul McGuire:



Secretary – Richard Radonich:



Treasurer – Steven Joe:



Dated: