

CONSTITUTION OF
GLIDING NEW ZEALAND INCORPORATED

CONTENTS

Section	Page
1. Definitions and interpretation	2
2. Details of Gliding New Zealand Incorporated	4
3. Purpose and powers	4
4. Members	5
5. General Meetings	8
6. Executive	11
7. Executive Meetings.....	13
8. Officers' Duties	14
9. Interests	15
10. Executive Officer and Treasurer	16
11. Indemnity and Insurance	16
12. Finances	17
13. Method of contracting	17
14. Amendment.....	18
15. Bylaws.....	18
16. Integrity	18
17. Dispute resolution	18
18. Liquidation and removal.....	18
19. Matters not provided for.....	19
20. Transition	19

Gliding New Zealand Incorporated

Constitution

1. Definitions and interpretation

Definitions

1.1 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 of Gliding New Zealand Incorporated held once a year convened under this Constitution.

Application means an application for membership as set out in clause 4.1.

Bylaws means any bylaws, policies, operating procedures and codes of practice of Gliding New Zealand made under clause 15.1.

Casual Vacancy is a vacancy which arises on the Executive when an Executive Member does not serve their full term of office.

Chair means the Executive Member appointed as Chair of Gliding New Zealand Incorporated under this Constitution.

Club means a group of individuals with an interest in gliding as a recreational sport that meets the requirement for membership set out in clause 4.3.

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.

Contact Person means a person holding the position of contact person for Gliding New Zealand Incorporated being the person the Registrar of Incorporated Societies can contact when needed.

Executive means Gliding New Zealand's governing body.

Executive Meeting means a meeting of the Executive.

Executive Member means a member of the Executive, including the Chair.

General Meeting means an AGM or SGM of Gliding New Zealand Incorporated.

Interests Register means the register of interest disclosures made by Officers kept under this Constitution.

Matter means:

- (a) Gliding New Zealand Incorporated's performance of its activities or exercise of its powers; or
- (b) an arrangement, an agreement or a contract made or entered (or proposed to be made or entered) into by Gliding New Zealand Incorporated.

Member means each person who for the time being is a member of Gliding New Zealand Incorporated and includes all categories of members of Gliding New Zealand Incorporated described in clause 4.3.

Member Register means the register of Members kept under this Constitution.

Officer means an Executive Member and any natural person occupying a position in Gliding New Zealand Incorporated that allows the person to exercise significant influence over the management or administration of Gliding New Zealand Incorporated.

Ordinary Resolution means a resolution passed by a majority of votes cast.

President means the person in the highest-ranking management position in Gliding New Zealand Incorporated.

Purposes means the purposes of Gliding New Zealand Incorporated described in clause 3.1.

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 cast.

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

Interpretation

1.2 Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.

Notices

1.3 Subject to any other notice provision in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member to the address set out in their Contact Details;
- (b) Gliding New Zealand Incorporated to executive.officer@gliding.co.nz or by post to Gliding New Zealand Incorporated's registered office set out on the Register of Incorporated Societies.

- 1.4 A notice is deemed to have been received:
- (a) if given by post, when left at the address of a person or five Business Days after being put in the post; or
 - (b) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),
- provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

2. **Details of Gliding New Zealand Incorporated**

Name

- 2.1 The name of the society is Gliding New Zealand Incorporated [Gliding New Zealand or GNZ].

Status

- 2.2 Gliding New Zealand Incorporated, as the holder of an Aviation Recreation Organisation Certificate under Civil Aviation Rule Part 149, is the governing body in New Zealand for gliding.

Registered office

- 2.3 The registered office of Gliding New Zealand Incorporated is at the place in New Zealand as the Executive decides.

Contact person

- 2.4 At its first meeting following an AGM, the Executive must appoint or 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. The Executive must advise the Registrar of Incorporated Societies of any change in the Contact Person or that person's Contact Details.

3. **Purpose and powers**

Purpose

- 3.1 The purposes of Gliding New Zealand Incorporated are to:
- (a) be the national body in New Zealand to promote, develop, foster and administer gliding, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand;
 - (b) support and assist its Members to deliver gliding opportunities throughout New Zealand;
 - (c) promote, develop and co-ordinate gliding competitions;
 - (d) publish and enforce the rules of gliding competitions;

- (e) protect the integrity of gliding and Gliding New Zealand Incorporated by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- (f) develop, establish and promote the highest possible standards for operational procedures, competence and equipment for gliding;
- (g) establish suitable qualifications and facilitate training for gliding instructors;
- (h) issue certificates, awards and flying qualifications for gliding, and keep records of them;
- (i) undertake and execute any Trusts which may lawfully be undertaken and are conducive to the attainment of the above objects or any of them;
- (j) on behalf of its members, cooperate with the Civil Aviation Authority, the Ministry of Transport, the Fédération Aéronautique Internationale, the International Gliding Commission and any other relevant agencies in attainment of the above objects or any of them.

Safety Policy

- 3.2 It is the policy of Gliding New Zealand Incorporated to maintain high standards of safety and practices that are in accordance with Civil Aviation Rules.

Capacity and powers

- 3.3 Gliding New Zealand Incorporated has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4. Members

Member application

- 4.1 An application to become a Member (**Application**) must be in the form required by Gliding New Zealand Incorporated. All Applications are decided by the Executive, which may accept or decline an Application in its absolute discretion. An entity becomes a Member when its Application has been accepted and it has paid the required membership fees and satisfied any other preconditions.

Member consent

- 4.2 An entity consents to become a Member by submitting an Application or paying fees to Gliding New Zealand Incorporated, unless otherwise specified in this Constitution.

Member categories

- 4.3 The Members of Gliding New Zealand Incorporated are:
- (a) Full Member, being a gliding or soaring club in New Zealand that is incorporated under the Act, operating a gliding site and gliders, and generally conducting its affairs to the satisfaction of the Executive.

- (b) Associate Member, being a gliding group in New Zealand that is incorporated under the Act but, in the opinion of the Executive, has not developed to a degree justifying admission to Full Membership by reason of activity or otherwise.
- (c) Annual Group Member, being a gliding group in New Zealand which for reasons of inadequate membership numbers alone is unable to incorporate under the Act but is in all other respects eligible for Full or Associate membership.
- (d) Commercial Member, being a New Zealand limited company which, in the opinion of the Executive, is directly and actively engaged in gliding activities for commercial purposes.
- (e) Soaring Centre Member, being an entity established at a gliding site primarily for the purpose of promoting and coordinating the gliding activity of multiple Members at that site; and
- (f) Honorary Life Member, being a person elected to life membership by an Annual General Meeting upon nomination by the Executive in recognition and appreciation of outstanding service to gliding in New Zealand over a long period of time.

Full Member rights and obligations

4.4 In addition to the obligations as a Member under clause 4.5, each Club will:

- (a) administer, promote, and develop gliding in the Club in accordance with the Purposes of this Constitution and any Bylaws;
- (b) be, and maintain registration as, an incorporated society under the Incorporated Societies Act 1908 or the Act;
- (c) have, as its members, Individual Members, and other members it considers appropriate;
- (d) ensure its constitution is not inconsistent with this Constitution, provide Gliding New Zealand Incorporated with a copy of its constitution and all proposed amendments to it. The Executive may require a Club to amend its constitution if it, or any proposed amendment, is inconsistent or in conflict with, this Constitution, or any Bylaws;
- (e) have in its constitution clauses stating that it is a condition of membership of the Club that its own individual members are also members of Gliding New Zealand Incorporated;
- (f) maintain an updated register of members and, on request, provide Gliding New Zealand Incorporated with full access to that register, in compliance with the privacy laws;
- (g) act in good faith with loyalty to Gliding New Zealand Incorporated to ensure the maintenance and enhancement of Gliding New Zealand Incorporated and gliding, and its reputation, and to do so for the collective and mutual benefit of the Members and gliding.

Member rights and obligations

4.5 Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of the International Gliding Commission;
- (b) they are subject to the jurisdiction of Gliding New Zealand Incorporated;
- (c) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Executive;
- (d) 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 Executive, including payment of any membership or other fees within the required time period;
- (e) if they fail to comply with sub-clause (d), the Executive may terminate their membership;
- (f) they do not have any rights of ownership of, or the automatic right to use, the property of Gliding New Zealand Incorporated; and
- (g) they will promote the interests and Purposes of Gliding New Zealand Incorporated and must not do anything to bring Gliding New Zealand Incorporated into disrepute.

Suspension of a Member

4.6 If a Member is, or may be, in breach under clause 4.5, and the Executive believes it is in the best interests of Gliding New Zealand Incorporated to do so, the Executive may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before invoking any such suspension, the Member must be given notice of the suspension.

4.7 Unless otherwise determined by the Executive, while a Member is suspended the Member is:

- (a) not entitled to attend, speak or vote at a General Meeting;
- (b) not entitled to any other rights or entitlements as a Member;

until such time as the alleged breach is resolved or determined.

Ceasing to be a Member

4.8 A Member ceases to be a Member:

- (a) if an individual on death, or if a body corporate on liquidation;
- (b) by giving notice to the Executive of their resignation;
- (c) if their membership is terminated under clause 4.5(e);
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

4.9 A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees to Gliding New Zealand Incorporated;
- (b) must return all property of Gliding New Zealand Incorporated if required;

- (c) ceases to be entitled to any rights of a Member, but continues to be bound by the obligations of a Member under this Constitution if required by the Executive.

Membership fees

- 4.10 The Membership Fees payable by each class of membership shall be fixed by the Annual General Meeting on the recommendation of the Executive. Should the Annual General Meeting in any year fail to fix Membership Fees then the Membership Fees last fixed by an Annual General Meeting continue.

Member Register

- 4.11 The Executive will ensure an up-to-date Member Register is kept and the register must include:
 - (a) each Member's name;
 - (b) each Member's Contact Details;
 - (c) the date each person became a Member.

A Member must provide notice to gliding New Zealand Incorporated of any change to their Contact Details. The Member Register will be updated as soon as practicable after the Executive becomes aware of changes of the information recorded in the Member Register.

- 4.12 The Executive will keep a record of the name of each person who has ceased to be a member of gliding New Zealand Incorporated within at least the previous 7 years and the date on which they ceased to be a member.

5. General Meetings

AGM

- 5.1 Gliding New Zealand Incorporated must hold an AGM once a year at the time, date and place as the Executive decides, but not more than 6 months after the balance date of gliding New Zealand Incorporated and not more than 15 months after the previous AGM.
- 5.2 The Members must be given at least 42 days' notice of the AGM. Notice to Members of an AGM may be given by posting on the Gliding New Zealand Incorporated website.

Business of AGM

- 5.3 The following business will be discussed at the AGM:
 - (a) confirmation of the minutes of the previous AGM;
 - (b) the Executive's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) the auditor's report to members on the financial statements audited by a qualified auditor;

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

(c) the election of any Executive Members;

(d) the appointment of an auditor;

(e) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;

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

5.4 Members must give notice of any proposed motions and other items of business to Gliding New Zealand Incorporated at least 28 days before the date of the AGM.

5.5 Notice of the agenda containing the business to be discussed at the AGM must be given by posting on the Gliding New Zealand Incorporated website at least 21 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 or unanimously to discuss any other items.

SGM

5.6 The Executive must call a SGM if it receives a written request stating the purpose of the SGM from:

(a) the Executive itself; or

(b) by not less than one third of its Members.

5.7 Members must be given at least 21 days' notice of the SGM, unless the Executive, 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.

5.8 A SGM may only consider and deal with the business specified in the request for the SGM.

Quorum

5.9 No business is to be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to start. The quorum for a General Meeting is one third of the Members who are entitled to vote, including Members present by casting votes by electronic means. The quorum must always be present during the General Meeting.

5.10 If a quorum is not reached within 30 minutes of the scheduled start time of an AGM, the AGM is adjourned to a day, time and place determined by the chair of the AGM. If no quorum is achieved at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the scheduled start time of that further AGM are deemed to constitute a valid quorum.

5.11 If a quorum is not reached within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

Control of General Meetings

- 5.12 The President of Gliding New Zealand Incorporated chairs General Meetings. If the President is unavailable, another member of the Executive (appointed by the Executive) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting. If the President is standing for re-election, another person must chair that part of the meeting.

Attendance and voting

- 5.13 The following persons are eligible to attend and speak at General Meetings:
- (a) Members; and
 - (b) any other persons invited by the Executive.
- 5.14 The voting entitlement for each Member eligible to vote is as follows:
- (a) Each Full Member is entitled to one vote for each 25 flying members as recorded by Gliding New Zealand Incorporated at the 31 October prior to the meeting or part thereof at General Meetings;
 - (b) Each Annual Group Member, Commercial Member, and Soaring Centre Member is entitled to one vote.

Method of voting

- 5.15 Voting is conducted by voices or a show of hands as determined by the Chair of the meeting, unless a secret ballot is called for and approved by Ordinary Resolution of Members or as otherwise required under this Constitution.
- 5.16 Elections of the Executive Members at an AGM must be undertaken by secret ballot if more than one nomination for a position has been received. Two scrutineers must be appointed at the General Meeting to count the votes.
- 5.17 An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.18 Voting by electronic means is permitted.

Minutes

- 5.19 Full minutes must be kept of all General Meetings.

Omissions and irregularities

- 5.20 The General Meeting and its business will not be invalidated simply because one or more Members do not receive notice of the General Meeting.
- 5.21 The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and relevant papers of the General Meeting or the omission to give notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the General Meeting if:
- (a) the Chair in their discretion determines that it is still appropriate for the General Meeting to proceed despite the irregularity, error, or omission; and

- (b) a motion to proceed is put to the General Meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.

6. **Executive**

Functions and powers

- 6.1 Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution:
 - (a) the Executive must manage, direct or supervise the operation and affairs of Gliding New Zealand Incorporated; and
 - (b) the Executive has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of Gliding New Zealand Incorporated.

Composition

- 6.2 The Executive consists of five persons elected at the AGM under clause 6.3, including the President and Vice President, at least three of whom must be members of Clubs.

Election of Executive Members

- 6.3 Executive Members are elected as follows:
 - (a) the Executive must call for nominations for any Executive Member positions that are to be vacated at an AGM at least 42 days before the AGM;
 - (b) nominations are made in the form decided by the Executive and must be received by the date set by the Executive and if no date is set, at least 21 days before the AGM;
 - (c) the Executive must give notice of the nominations to all Members at least 7 days before the AGM;
 - (d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot;
 - (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
 - (f) 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;
 - (g) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.
 - (h) At the AGM, if the number of applicants is insufficient, people may apply at the meeting.

Qualification

- 6.4 Every Executive Member must, in writing:
 - (a) consent to be an Executive Member; and

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

Disqualification

- 6.5 The following persons are disqualified from being elected or holding office as an Executive Member
 - (a) A person who is an employee of, or contractor to Gliding New Zealand Incorporated.
 - (b) A person who holds office with a Member, where that Member is Club, unless as a condition of becoming an Executive Member they disclose details of the nature and extent of that office to the Executive, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the Interests Register.
 - (c) A person who is disqualified from being elected, appointed or holding office as a Board Member under section 47 of Act.
 - (d) A person who has been removed as an Executive Member following a process under this Constitution or any Bylaw.
- 6.6 If an existing Executive Member becomes or holds any position in clauses 6.5(a) then upon appointment to such a position, that Executive Member is deemed to have vacated their office as an Executive Member.
- 6.7 If any of the circumstances listed in clause 6.5(c) occur to an existing Executive Member, that Executive Member is deemed to have vacated their office upon the relevant authority making an order or finding against the Executive Member of any of those circumstances.

Term of office

- 6.8 The term of office for all Executive Members is two years, expiring at the end of the relevant AGM. An Executive Member may be re-elected to the Executive for a maximum of three consecutive terms of office.
- 6.9 The term of any period served to fill a Casual Vacancy or in establishing a rotation cycle is disregarded for the purposes of calculating the total terms served.

Vacancies

- 6.10 If there is a Casual Vacancy on the Executive of an Elected Executive Member, the remaining Executive Members may:
 - (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace;
 - (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected under clause 6.3 to fill the remainder of the term of the Casual Vacancy;
 - (c) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected under clause 6.3 to fill the remainder of the term of the Casual Vacancy.

Suspension of Executive Member

- 6.11 If an Executive Member is or may be the subject of an allegation or notice relating to a matter described under clause 6.5 or any other circumstances arise in relation to an

Executive Member which are or may be of concern to the Executive, the remaining Executive Members may by Special Resolution suspend the Executive Member from the Executive and set such other conditions as it requires pending the final determination of such allegation, notice or circumstances. Before invoking any such suspension, the Executive Member must be given notice of the suspension.

Removal of Executive Member

- 6.12 The Executive may, by Special Resolution, remove an Executive Member from the Executive before the expiry of their term of office if the Executive considers the Executive Member concerned:
- (a) has seriously breached duties under this Constitution or the Act; or
 - (b) is no longer a suitable person to be an Executive Member; or
 - (c) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring Gliding New Zealand Incorporated or gliding into disrepute or which may be prejudicial to the Purposes or the interests of Gliding New Zealand Incorporated and/or gliding if they remain as an Executive Member.

The Executive 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.

- 6.13 Before considering a motion for removal, the Executive Member affected by the motion must be given:
- (a) notice that an Executive Meeting is to be held to discuss the motion to remove the Executive Member; and
 - (b) adequate time to prepare a response; and
 - (c) the opportunity prior to the Executive Meeting to make written submissions; and
 - (d) the opportunity to be heard at the Executive Meeting.

Executive Member ceasing to hold office

- 6.14 A person ceases to be an Executive Member if:
- (a) their term expires;
 - (b) the person resigns by delivering a signed notice of resignation to the Executive;
 - (c) the person is removed from office under this Constitution;
 - (d) the person becomes disqualified from being an officer under section 47(3) of the Act; or
 - (e) the person dies.

7. Executive Meetings

- 7.1 Executive Meetings may be called at any time by the Chair or by three Executive Members, but generally the Executive meets every two to three months.

- 7.2 Except to the extent specified in the Act or this Constitution, the Executive may regulate its own procedure.

Quorum

- 7.3 The quorum for an Executive Meeting is three Executive Members.
- 7.4 Any Executive Member may be counted for the purposes of a quorum, participate in any Executive Meeting and vote on any proposed resolution at a meeting without being physically present. This may only occur at Executive Meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Executive Meeting can hear each other effectively and simultaneously.

Chair

- 7.5 At its first meeting following an AGM, the Executive must elect a Chair.
- 7.6 The role of the Chair is to chair meetings of the Executive. If the Chair is unavailable, another Executive Member must be appointed by the Executive to undertake the Chair's role during the period of unavailability.

Voting

- 7.7 Each Executive Member has one vote. Voting is by voices or on request of any Executive Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted.
- 7.8 The Chair does not have a casting vote.

Resolution in writing

- 7.9 A resolution in writing signed or consented to by email or other electronic means by the required majority of Executive Members is valid as if it had been passed at a meeting of the Executive. Any resolution may consist of several documents in the same form each signed by one or more Executive Members.

8. Officers' Duties

- 8.1 An Officer:
- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of Gliding New Zealand Incorporated;
 - (b) must exercise a power as an Officer for a proper purpose;
 - (c) must not act, or agree to Gliding New Zealand Incorporated acting, in a manner that contravenes the Act or this Constitution;
 - (d) when exercising powers or performing duties as an Officer, 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 Gliding New Zealand Incorporated, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;

- (e) must not agree to the activities of Gliding New Zealand Incorporated being carried on in a manner likely to create a substantial risk of serious loss to Gliding New Zealand Incorporated's creditors or cause or allow the activities of Gliding New Zealand Incorporated to be carried on in a manner likely to create a substantial risk of serious loss to Gliding New Zealand Incorporated's creditors;
- (f) must not agree to Gliding New Zealand Incorporated incurring an obligation unless the Officer believes at that time on reasonable grounds that Gliding New Zealand Incorporated will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, 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 Officer 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 officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, 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.

9. **Interests**

9.1 An Officer is **Interested** in a Matter if the Officer:

- (a) may obtain a financial benefit from the Matter; or
- (b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of a person who may obtain a financial benefit from the Matter; or
- (c) may have a financial interest in a person to whom the Matter relates; or
- (d) is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the Matter relates,

but an Officer is not interested in a Matter:

- (e) merely because the Officer receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
- (f) if the Officer's interest is the same or substantially the same as the benefit or interest of all or most other Members of Gliding New Zealand Incorporated due to the membership of those members; or

- (g) if the Officer's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Officer in carrying out their responsibilities under the Act or this Constitution.

9.2 The Executive must keep an Interests Register.

9.3 An Officer who is Interested in a Matter relating to Gliding New Zealand Incorporated must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Executive, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the Interests Register.

9.4 An Executive Member who is Interested in a Matter:

- (a) must not vote or take part in a decision of the Executive relating to the Matter, unless all non-interested Executive Members consent;
- (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Executive Members consent;
- (c) must not take part in any Executive discussion relating to the Matter or be present at the time of the Executive decision, unless all non-interested Executive Members consent;
- (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered

9.5 Despite clause 9.4, if 50% or more Executive Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

9.6 The Executive 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 in the manner set out in the Regulations.

10. Executive Officer and Treasurer

10.1 The Executive may engage an Executive Officer and/or a Treasurer.

10.2 The Executive Officer and Treasurer are under the direction of the Executive and are responsible for the day-to-day management of the affairs of Gliding New Zealand Incorporated under this Constitution and the Bylaws and within any delegated authority from the Executive.

10.3 The Executive Officer and Treasurer may attend Executive Meetings on and when required by the Executive but have no voting rights.

11. Indemnity and Insurance

11.1 Gliding New Zealand Incorporated indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.

11.2 With the prior approval of its Executive, Gliding New Zealand Incorporated may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.

- 11.3 Gliding New Zealand Incorporated is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:
- (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
 - (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

12. **Finances**

- 12.1 The funds and property of Gliding New Zealand Incorporated are:
- (a) controlled, invested and disposed of by the Executive, subject to this Constitution; and
 - (b) devoted solely to the promotion of the Purposes.
- 12.2 Gliding New Zealand Incorporated's balance date is 31 March or on the date as the Executive decides.
- 12.3 Gliding New Zealand Incorporated's financial statements must be audited each year and the audited financial statements must be submitted to the AGM. The auditor will be appointed at each AGM or by the Executive.

No personal benefit

- 12.4 The Officers and Members may not receive any distributions of profit or income from Gliding New Zealand Incorporated. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,
- provided no Officer or Member is allowed to influence any such decision made by Gliding New Zealand Incorporated in respect of payments or transactions between it and them, their direct family or any associated entity.

13. **Method of contracting**

- 13.1 A contract or other enforceable obligation may be entered into by Gliding New Zealand Incorporated by deed by:
- (a) 2 or more Officers; or
 - (b) an Officer, or other person or class of persons, whose signature or signatures must be witnessed.

14. **Amendments**

Amendment

- 14.1 This Constitution may only be amended or replaced by Special Resolution at a General Meeting.
- 14.2 No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 14.3 If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, the Executive may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Executive does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Executive decides, the Executive may make that amendment. If it does receive an objection, the Board may not make the amendment.

15. **Bylaws**

- 15.1 The Executive may make and amend Bylaws for the conduct and control of Gliding New Zealand Incorporated's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with the Purposes, the Act and any other laws. All Bylaws are binding on Gliding New Zealand Incorporated and the Members.
- 15.2 The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

16. **Integrity**

- 16.1 Gliding New Zealand Incorporated adopts the Sports Anti-Doping Rules ("**SADR**") made by the Integrity Sport and Recreation Commission under the Integrity Sport and Recreation Act 2023, and any amendments to or replacements of SADR, as its Bylaws on anti-doping.

17. **Dispute resolution**

- 17.1 Unless this Constitution or any Bylaw provides otherwise, any Member wishing to appeal a decision of Gliding New Zealand Incorporated regarding suspension under clause 4.6 and/or the Bylaws where they have exhausted their rights of appeal within this Constitution and/or the Bylaws, may appeal to the Sports Tribunal of New Zealand. The rules of the Sports Tribunal of New Zealand apply to any such appeal.

18. **Liquidation and removal**

- 18.1 The Executive must give notice to all Members at least 20 Working Days of a proposed motion:
- (a) to appoint a liquidator;

- (b) to remove Gliding New Zealand Incorporated from the Register of Incorporated Societies; or
- (c) for the distribution of Gliding New Zealand Incorporated's surplus assets.

18.2 The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

18.3 Any resolution for a motion set out in clauses 18.1(a) to (c) must be passed by a Special Resolution of Members.

18.4 The surplus assets of Gliding New Zealand Incorporated, after the payment of all costs, debts and liabilities, must be disposed of to a not-for-profit entity that shares similar purposes to Gliding New Zealand Incorporated.

19. **Matters not provided for**

19.1 If any matter arises that, in the opinion of the Executive, 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 Executive.

20. **Transition**

20.1 This clause 20 applies to facilitate transition of Gliding New Zealand Incorporated from the previous rules dated 14 June 2016 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.

Transition of Executive Members

20.2 The Executive Members in office under the previous rules will continue until their terms expire and the number of terms served under the previous rules count towards any maximum number of terms stipulated in this constitution.

Transition of Members

20.3 Subject to this Constitution, every Member which was a member of Gliding New Zealand Incorporated and recorded on the Member Register immediately prior to the commencement of this Constitution, continues as a Member.

Transition of Bylaws

20.4 All bylaws, policies, regulations of Gliding New Zealand Incorporated which were in force immediately prior to this Constitution or any previous rules coming into force continue in force, until such time as they are revoked by the Executive. If any of those bylaws, policies, regulations are inconsistent with this Constitution (whether in whole or in part), the Executive will determine the matter as it sees fit, to the extent of any such inconsistency.