

# **Constitution**

**PETANQUE NEW ZEALAND**

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**DATED:** 6 December 2025

**NEW ZEALAND PETANQUE ASSOCIATION INCORPORATED**

**1. Name**

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The organisation shall be called the "New Zealand Petanque Association Incorporated" commonly referred to as Petanque New Zealand (hereinafter Petanque NZ).

**2. Interpretation**

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2.1 In this Constitution and in any by-laws or regulations made hereunder, unless the context otherwise requires:

"Act" means the Incorporated Societies Act 2022, or any succeeding Act;

"Affiliated Club" means each club that is an Affiliated Club under clause 5.1;

"AGM" means the Annual General Meeting to be held each year under clause 11.1;

"Executive" means the ruling body of Petanque NZ as described under clause 7.

"Financial Member" means a life Member or an Ordinary Member who, at the date of the AGM, has paid all Membership fees and any other sums then due from that Member;

"Financial Statements" means the financial statements of Petanque NZ within the meaning of clause 16.2;

"Financial Year" means the period specified under clause 16.1;

"FIPJP" means the Fédération Internationale de Petanque et Jeu Provençal;

"General Meeting" means any meeting provided for under clause 11;

"Honorary Member" means any person who is an Honorary Member under clause 6.3;

"Life Member" means any person who is a Life Member under clause 6.2;

"Members' Register" means the register maintained by the Executive under clause 6.6;

"Member" means any person or organisation who or which is an Affiliated Club, Ordinary Member, Life Member or Honorary Member under clause 6 and "Membership" has a corresponding meaning;

"Objects" means the objects of Petanque NZ set out in clause 3;

"Ordinary Member" means any person who is an Ordinary Member under clause 6.1;

"President" means a person appointed as such under clause 7.2.2;

"Special Resolution" means a resolution passed by 75 percent or more of the votes of members entitled to vote and voting on the resolution;

2.2 All headings in this Constitution are inserted for convenience only and shall not affect the interpretation of this Constitution.

- 2.3 In the event of any dispute or disagreement about the meaning or interpretation of this Constitution, the matter shall be resolved by the Executive, whose decision shall be final and binding.
- 2.4 Any reference to clauses in this Constitution is, in the absence of an express indication to the contrary, a reference to clauses of this Constitution.
- 2.5 Any statute, statutory regulations or any other statutory instrument include the statute, statutory regulations or instrument as amended, re-enacted or substituted.
- 2.6 The words "written" and "writing" include facsimile communications and any other means of communication resulting in permanent visible reproduction.
- 2.7 The word "person" includes any association of persons whether corporate or unincorporate, and any state or government or department or agency thereof, whether or not having separate legal personality.
- 2.8 The singular includes the plural and vice versa and one gender includes the other genders.

### **3. Objects**

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The objects of Petanque NZ are to:

- 3.1 Promote and foster the development, playing and knowledge of the amateur game of petanque in New Zealand.
- 3.2 Represent Petanque NZ and its members at the FIPJP and other international meetings.
- 3.3 Constitute an authoritative body for the final determination in New Zealand of all questions and matters that may arise in the playing of the game of petanque and serve as the arbitrator of controversies amongst Members on all matters directly or indirectly pertaining to the game of petanque in New Zealand.

### **4. Powers**

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Subject to this Constitution, Petanque NZ shall have the power to:

- 4.1 Promote Petanque NZ and its activities;
- 4.2 Organise, control, approve, and assist in the organisation of petanque competitions in New Zealand;
- 4.3 Develop, organise, deliver and participate in programmes of education and training in relation to the game of petanque;
- 4.4 Select and manage New Zealand representative teams of petanque players;
- 4.5 Make and alter competition rules to govern the playing of petanque in New Zealand by Members including changes necessary to reflect changes to competition rules notified by FIPJP;
- 4.6 Establish and implement disciplinary procedures in relation to and impose sanctions and penalties on Members;
- 4.7 Establish tribunals, conduct hearings, and hear appeals on matters relating to Members;

- 4.8 Develop and adopt drug testing and other associated policies and associated disciplinary procedures;
- 4.9 Purchase, take on lease or in exchange or otherwise acquire any real or personal property, and any rights or privileges necessary or desirable for the purposes of Petanque NZ, and to sell, mortgage, exchange, lease or otherwise deal with such property, rights or privileges;
- 4.10 Lend, invest, borrow, raise or secure the payment of money, and give guarantees, provided that none of Petanque NZ's funds may be invested in speculative shares or in any speculative venture;
- 4.11 Indemnify an officer for liability (other than criminal liability) for a failure to comply with any duty imposed on the officer in his or her capacity as an officer, and for costs incurred by the officer in respect of any claim or proceeding relating to that liability.
- 4.12 Raise funds by way of subscriptions, levies, donations, sponsorship or any other legal means;
- 4.13 Incur liabilities;
- 4.14 Apply funds to purposes in accordance with the Objects;
- 4.15 Enter into and/or terminate contracts with Members, sponsors, media and any other persons, agencies and organisations;
- 4.16 Delegate duties, co-opt or appoint sub-committees or individuals;
- 4.17 Disseminate private or other information about Members with their written consent and subject to the purpose for which the information is to be used being in accordance with the Objects;
- 4.18 Join, subscribe to, affiliate with and co-operate with kindred or other organisations;
- 4.19 Do all such other things as are incidental or conducive to the attainment of the Objects.

## **5. Affiliated Clubs**

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- 5.1 Affiliated Clubs will be those petanque clubs with at least six playing members that apply to be Affiliated Clubs in such form and accompanied by such fees as are determined in accordance with clause 11.2(d) and are accepted by the Executive as Affiliated Clubs.

## **6. Membership**

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### 6.1 Ordinary Members

- 6.1.1 Subject to clause 6.9, the Ordinary Members are those persons who are members of any Affiliated Club, pay such fees as may be determined in accordance with clause 11.2(d), and are accepted as Ordinary Members by the Executive.
- 6.1.2 Each Ordinary Member has the right to:
  - (a) receive notice of and attend any General Meeting but not to vote; and
  - (b) stand for election as an Executive member or serve in an appointed or co-opted role.

## 6.2 Life Members

- 6.2.1 Any individual Member who has made an outstanding contribution to Petanque New Zealand or the game of petanque that has enhanced the game regionally, nationally and/or internationally, shall be eligible for election as a Life Member, on terms and conditions (if any) determined by the Executive.
- 6.2.2 Election as a Life Member shall be at the discretion of the Executive, subject to any direction by the Executive.
- 6.2.3 Life Members have the same rights and obligations as Ordinary Members except that they are exempt from the obligation to pay Membership fees under clause 6.6.

## 6.3 Honorary Members

- 6.3.1 Any person who has rendered outstanding service to Petanque NZ or the game of petanque in New Zealand, or whose Membership of Petanque NZ would be of significant benefit to Petanque NZ or the game of petanque shall be eligible for election as an Honorary Member.
- 6.3.2 Election as an Honorary Member shall be at the discretion of the Executive, subject to any direction by the Executive.
- 6.3.3 Each Honorary Member has the right to receive notice of and attend any General Meetings as an observer but has no voting rights.

## 6.4 Members who are not individuals

- 6.4.1 A Member, which is not an individual, shall nominate a person to act as its representative, and that person shall have the right to:
  - (a) receive all notices and correspondence;
  - (b) attend meetings; and
  - (c) exercise all rights of Membership on behalf of the body corporate.
- 6.4.2 The appointment of a representative under Rule 6.4.1 shall be in writing addressed to the Executive and may be revoked by the Member or by the representative in writing at any time.

## 6.5 Members' Register

- 6.5.1 The Executive shall maintain a register of Members in such form as it may determine, and in accordance with the Privacy Act 2020, which records for each Member: their full name, their contact details (residential address, electronic address and phone number) and the date that they became a Member of Petanque NZ.
- 6.5.2 Every person and organisation who or which is a Member under clause 6.1 to 6.4 shall be entitled to have their name and contact details entered into the Members' Register.
- 6.5.3 The name of each Member whose Membership ceases under clause 6.7 or 6.8 shall be removed from the Members' Register.

6.5.4 Entry into the Register of Membership under clauses 6.6.1 to 6.6.3 or of cessation of Membership pursuant to clause 6.7 to 6.8 or any other matter required to be recorded in it by an Executive member or any other person authorised by the Executive is to be conclusive evidence of that matter, with effect from the date of entry.

## 6.6 Membership Fees

6.6.1 Ordinary Members shall pay to Petanque NZ Membership fees of such sum and for such period as may be determined at any General Meeting under clause 11.2(d).

6.6.2 The Membership fees shall be paid at such time and in such manner as the Executive from time to time determines.

6.6.3 Any Ordinary Member who has not, within three months of a date determined under clause 6.6.2, paid in full the Membership fees due from that Member under this clause 6.6, shall cease to be an Ordinary Member.

## 6.7 Resignation of Membership

6.7.1 Any Member may resign by notifying the Secretary in writing or via electronic mail. The resignation shall be effective on receipt of that notice, or on any subsequent date stated in the notice.

## 6.8 Suspension or termination of Membership

6.8.1 The Executive may suspend or terminate the Membership of a Member if the Member:

- (a) fails to comply with any provision of this Constitution;
- (b) wilfully or recklessly damages or illegally takes any property of Petanque NZ;
- (c) acts in a manner determined by the Executive (following a full and fair investigation and hearing by the Executive) to be injurious or prejudicial to the character or interests of Petanque NZ or the game of petanque;
- (d) being an associate member, ceases to satisfy the criteria for Membership under Rule 6.2.1; or
- (e) dies.

## 6.9 Appeal against suspension or termination of Membership

6.9.1 A Member whose Membership has been suspended or terminated under clause 6.9 may, within one month of receiving written notification thereof, lodge with the Secretary written notice of intention to appeal against the decision of the Executive.

6.9.2 Within 14 days of receipt of notification of intention to appeal under clause 6.9.1, the Secretary shall request the Executive to convene a Tribunal to determine the appeal. At any such meeting the applicant shall be given a reasonable opportunity to present their case and the Tribunal shall have the opportunity to hear the opposing view.

- 6.9.3 The appeal shall be determined, in closed session, by the majority vote of the Tribunal members present at such meeting.
- 6.9.4 The appellant must be notified of the determination of the appeal under clause 6.9.3 within 7 days of that determination.

## **7. Executive**

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### 7.1 Role of the Executive

Subject to this Constitution, the Executive shall be responsible for the management of the property and affairs of Petanque NZ, and may exercise all such powers of Petanque NZ as are not required by this Constitution or by the Act to be exercised by Petanque NZ in general meeting

### 7.2 Membership of the Executive

- 7.2.1 The Executive of Petanque NZ consists of up to six persons elected at the AGM under Rule 7.3.
- 7.2.2 At the first Executive meeting following the AGM the Executive shall allocate the roles of:
- (a) President
  - (b) Vice President
  - (c) Secretary
  - (d) Treasurer

### 7.3 Election of the Executive

- 7.3.1 Members of the Executive shall be elected as follows:
- (a) Nominations for Executive members may be made by any Financial Member and shall be in the approved form and received at the registered office of Petanque NZ not less than 6 weeks before the date set for the AGM.
  - (b) The Executive members shall be elected by a majority of members entitled to vote at an AGM.
  - (c) The Secretary shall forward a list of nominations to all Affiliated Clubs not less than one month before the date set for the AGM.

### 7.4 Term of Office of Executive Members

- 7.4.1 Subject to clause 7.4.2 and 7.4.3, Executive members shall be elected for and serve a one-year term, such term expiring on conclusion of the relevant AGM. Any Executive member shall be eligible for re-election at the end of their term.
- 7.4.2 An Executive member shall cease to hold office as an Executive member if the Executive member:
- (a) resigns from office by notice in writing to Petanque NZ;
  - (b) completes his or her term of office;

- (c) refuses to act;
- (d) fails to attend three consecutive General Meetings without leave of absence or apology and the other Executive members so decide;
- (e) is convicted of an indictable offence;
- (f) dies, or becomes mentally or physically incapacitated to the extent that in the opinion of the other Executive members, he or she is unable to perform the duties of an Executive member properly.

7.4.3 In the event of an Executive member not completing their term, the other Executive members may appoint a replacement. Such replacement will hold office until the next AGM.

## 7.5 Executive Meetings and Duties of Executive Members

7.5.1 The duty of each Executive member is to pursue the objects of Petanque NZ and to exercise the powers of Petanque NZ for fulfilment of the objects and in so doing an Executive Member must:

- (a) Regularly attend Executive meetings and General Meetings of Petanque NZ;
- (b) Provide good governance for Petanque NZ;
- (c) Regularly monitor and review the performance for Petanque NZ;
- (d) Act in the best interests of Petanque NZ at all times;
- (e) Formulate such by-laws, regulations, policies and procedures as are appropriate for Petanque NZ;
- (f) Where appropriate, engage in activities to promote, market, represent and fundraise for Petanque NZ;
- (g) Do such other things within these rules as the Executive agrees to promote the objects of Petanque NZ.

7.5.2 The Executive shall meet at least three times in each Financial Year.

7.5.3 A meeting of the Executive may be held by a number of Executive members who comprise a quorum, being assembled either:

- (a) together at the place, date and time appointed for such meeting;
- (b) by means of audio, or audio and visual communication by which all the members participating and constituting a quorum can simultaneously hear each other throughout the meeting;
- (c) by means of electronic communication, in such manner as the Executive may determine.

7.5.4 The President or two Executive members may convene a meeting of the Executive. At least 14 days' notice of a meeting of the Executive (including the nature of the business to be transacted at, or the motion to be put to the meeting) is to be given to every Executive member.

- 7.5.5 An irregularity in a notice of meeting of the Executive is waived if all the Executive members entitled to receive notice of the meeting attend or participate in the meeting without protest as to irregularity, or if all Executive members entitled to receive notice of the meeting agree to the waiver.
- 7.5.6 The quorum for a meeting of the Executive is three Members.
- 7.5.7 The Executive may act notwithstanding any vacancy in their body.
- 7.5.8 The President will be the chairperson of the Executive. If at any meeting the chairperson is not present within five minutes after the time appointed for the commencement of the meeting, the other Executive members present may appoint one of their number to act as chairperson of that meeting.
- 7.5.9 Each Executive Member is to have one vote. In the case of an equality of votes, the chairperson may exercise a casting vote. A resolution of the Executive is passed if it is agreed to without dissent by all Executive Members present, or if a majority of the votes cast on it are in favour of it. An Executive Member present at a meeting of the Executive is presumed to have agreed to, and have voted in favour of, a resolution of the Executive unless that Executive Member expressly dissents or expressly abstains from voting on, or voting against, the resolution.
- 7.5.10 A resolution in writing, signed or assented to by all Executive Members entitled to receive notice of a meeting of the Executive is as valid and effective as if it had been passed at a meeting of the Executive duly convened and held. Any such resolution may consist of several documents (including facsimile, electronic or other similar means of communication) in like form, each signed or assented to by one or more Executive Members. A copy of any such resolution must be entered in or kept with the records of the Executive's proceedings.
- 7.5.11 The Executive shall ensure that minutes are kept of all proceedings at meetings of the Executive.
- 7.5.12 All acts done by any meeting of the Executive or by any person acting as an Executive member are valid notwithstanding:
- (a) any defect in the appointment of any Executive Member or person acting as an Executive Member;
  - (b) that any Executive Member was disqualified;
  - (c) any irregularity in a notice of meeting.
- 7.5.13 Except as set out in this clause 7, the Executive may regulate its own procedure.

7.6 **Contact person:** 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 people 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.

## **8. Disciplinary Powers of The Executive**

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- 8.1 Without limiting the powers of the Executive under clause 6.9.1, where a Member has been judged by the Executive to have satisfied any of the grounds set out in Rule 6.9.1, the Executive may:
- (a) reprimand, in writing, the Member concerned;
  - (b) direct the Member to pay all or part of the cost of replacement, restoration, or repair of any loss or damage to Petanque NZ property resulting from the Member's action;
  - (c) prohibit the Member concerned from participating in any or all Petanque NZ controlled or open tournaments for any period not exceeding twelve months.

## **9. Officers**

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- 9.1 The Executive may appoint any Officer from time to time on such terms and conditions as to remuneration and benefits (if any), for such term and otherwise as the Executive may determine.

- 9.2 Except as otherwise provided in this Constitution, each Officer shall have such powers and will perform such duties as the Executive may from time to time delegate to them.

- 9.3 Officers shall attend all Executive meetings as required by the Executive.

- 9.4 Vacation of office

An Officer shall cease to hold office as an Officer if the Officer:

- (a) becomes bankrupt or makes an arrangement or compromises with his or her creditors generally;
- (b) resigns from office by notice in writing to the Executive;
- (c) completes his or her term of office;
- (d) refuses to act;
- (e) fails to attend two consecutive meetings of the Executive without leave of absence or apology and the Executive so decides;
- (f) is convicted of an indictable offence;
- (g) dies or becomes physically or mentally incapacitated to the extent that in the opinion of the Executive or the unanimous opinion of the other Officers, he or she is unable to perform the respective duties of that Officer properly.

- 9.5 The Executive will maintain an interests register, in accordance with section 73 of the Act.

- 9.6 Indemnity and Insurance

- 9.6.1 Petanque NZ indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.

- 9.6.2 With the prior approval of its Executive, Petanque NZ may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.

## **10. Chief Executive**

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- 10.1 The Executive may appoint a Chief Executive of Petanque NZ for such term and on such conditions as the Executive may determine.
- 10.2 If so appointed, the Chief Executive shall be under the direction of the Executive and shall be responsible for the day-to-day management of the affairs of Petanque NZ in accordance with the Rules, regulations, by-laws, policies and procedures of Petanque NZ and within such constraints as may be imposed by the Executive.
- 10.3 The Chief Executive may attend Executive meetings as and when required by the Executive but will have no voting rights.

## **11. Meetings Of Petanque NZ**

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### 11.1 Annual General Meetings

An annual general meeting of Petanque NZ shall be held no later than 4 months after the end of each Financial Year

### 11.2 Business of an Annual General Meeting (AGM)

The business to be transacted at every AGM shall include:

- (a) approval of the minutes of the previous AGM;
- (b) the receiving of a report from the Executive in respect of the preceding Financial Year and the Financial Statements for the preceding Financial Year;
- (c) the election of Executive members for the ensuing year;
- (d) the approval of Membership fees;
- (e) decisions on notices of motions and remits.

### 11.3 Special General Meetings

11.3.1 All meetings of Petanque NZ other than AGMs are Special General Meetings. A Special General Meeting:

- (a) may be called by the Executive at any time; and
- (b) is to be called by the Executive if requested in writing by such Members as are entitled to one-third of the voting rights in Petanque NZ as determined under clause 11.6.2. Any such request shall state the purpose of the meeting proposed to be called and shall be addressed to the Secretary

11.3.2 A Special General Meeting requested under clause 11.3.1(b) shall be held within 60 days of receipt of the request by the Secretary.

#### 11.4 Notice of General Meetings

- 11.4.1 The Secretary shall convene each General Meeting by giving not less than one month's notice of any such meeting to each Affiliated Club and each Executive member.
- 11.4.2 The manner by which notice shall be given under clause 11.4.1 shall be determined by the Executive from time to time.
- 11.4.3 Notice of a General Meeting shall state the time, date and place of the meeting, and the nature of the business to be discussed thereat.
- 11.4.4 An irregularity in a notice of a General Meeting is waived if all Club representatives attending the meeting do so without protest as to the irregularity, or if all Club representatives agree to the waiver. The accidental omission to give a notice of a General Meeting to, or the non-receipt of a notice of a meeting by, any person will not invalidate the proceedings at the meeting.

#### 11.5 Quorum for General Meetings

- 11.5.1 The quorum for a General Meeting necessary for the transaction of business is the presence of those persons who are entitled to exercise 25% of the voting rights in Petanque NZ as determined under clause 11.6.2.
- 11.5.2 No business shall be transacted at any General Meeting unless a quorum is present in person at the time when the meeting proceeds to business.

#### 11.6 Voting at General Meetings

- 11.6.1 The voting at General Meetings shall be by poll of authorised representatives of the Affiliated Clubs present in person or electronically or voting by post.
- 11.6.2 Each Affiliated Club shall have one vote for the first ten Ordinary Members and Life Members belonging to it (or part thereof) and one vote for each additional ten such Members (or part thereof). The applicable date for the membership count is as at the end of the financial year prior to the General Meeting.
- 11.6.3 Executive members attending any General Meeting are eligible to make and/or speak to resolutions but may not vote unless the Executive member is an authorised Affiliated Club representative.
- 11.6.4 Votes for the election of Executive members may be cast in person, electronically, or by post.
- 12.6.4 Except in respect of the election of Executive members, a Affiliated Club representative may cast a vote on behalf of another Affiliated Club, providing that they have the written authority of the Affiliated Club in question do so and this authority has been lodged with the Secretary before the start of the meeting.
- 12.6.5 In the case of electronic or postal votes, votes must be received by the Secretary no later than 5pm on the day prior to the General Meeting.
- 12.6.6 Electronic votes must be sent from the email address of the Secretary of the Affiliated Club and copied to one other authorised Affiliated Club person as previously notified to the Secretary.
- 12.6.7 Postal votes must be signed by two authorised signatories of the Affiliated Club.

12.6.8 In the case of an equality of votes, the chairperson may exercise a casting vote. Except that in respect of the election of Executive members, in the event of a tie, the Chairman shall not exercise a casting vote, but the result of the election shall be decided by lot.

12.6.9 A resolution is passed if a majority of the votes cast on it are in favour of it.

## 12.7 Proceedings of General Meetings

12.7.1 At every General Meeting, the chairperson shall be the President, or, in the President's absence, such other person as the Executive members present at the meeting shall appoint.

12.7.2 The Executive shall ensure that minutes are kept of all proceedings at a General Meeting.

## 12. Notices

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12.1 Every notice to be given to Petanque NZ or an Officer under this Constitution shall be posted or delivered to the registered office of Petanque NZ.

12.2 Every notice to be given to any Member or Affiliated Club under this Constitution shall be posted or delivered to the address of the Member or Affiliated Club as recorded in the Membership Register.

## 13. By-Laws

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Subject to this Constitution, the Executive may make, amend or repeal by-laws and regulations not inconsistent with this Constitution, for the internal management of Petanque NZ.

## 14. Anti-Doping Policy

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14.1 Petanque NZ shall maintain an anti-doping policy which is consistent with the requirements of Sport New Zealand, or any subsequent Crown entity responsible for governing sport and recreation in New Zealand, and which recognises the procedures and requirements of the New Zealand Sports Drug Agency, or any subsequent body.

14.2 Petanque NZ's anti-doping policy, disciplinary and appeal procedures will be contained in bylaws made under Rule 14.

## 15. Alteration of The Constitution

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15.1 Subject to clause 15.3, this Constitution may be amended or rescinded or added to from time to time by Special Resolution at an AGM or at a General Meeting convened for the purpose.

15.2 Notice of a resolution proposed to be passed under clause 15.1 shall be circulated to all Members not less than 30 days before the meeting at which the resolution will be proposed.

15.3 Provided that no addition to or alteration of the rules shall be permitted if it affects the amateur sports promotion objects, pecuniary gain clause or the dissolution clause without the approval of the Inland Revenue. The provisions and effects of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

## 16. Finances

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### 16.1 Financial Year

The financial year of Petanque NZ shall commence on the first day of January in each year, or such other date as fixed by the Executive from time to time.

### 16.2 The Executive must cause accounting records to be kept that:

16.2.1 correctly record and explain the transactions of Petanque NZ;

16.2.2 will, at any time, enable the financial position of Petanque NZ to be determined with reasonable accuracy;

16.2.3 will enable the Executive to ensure that the Financial Statements comply with the Financial Reporting Act 1993, as if Petanque NZ were a "reporting entity" for the purposes of that Act;

16.2.4 will enable the Financial Statements to be readily and properly reviewed; and

16.2.5 must be kept in written form and in English.

### 16.3 Accounts

As soon as practicable after the end of each Financial Year the Treasurer shall cause financial statements to be prepared, detailing the income and expenditure of Petanque NZ for the previous Financial Year, a balance sheet of the assets and liabilities of Petanque NZ and a list detailing all the property of Petanque NZ and its location.

### 16.4 Review of Accounts

16.4.1 A Reviewer shall be engaged by the Executive to conduct a Review of the Financial Statements of Petanque NZ in accordance with the Review Engagement Standards issued by Chartered Accountants Australia and New Zealand.

16.4.2 The Reviewer shall be a member of Chartered Accountants Australia and New Zealand, or equivalent, and shall not be an Executive member or an Officer.

### 16.5 Receipts and disbursements

16.5.1 All monies received by Petanque NZ shall be handed forthwith to the Treasurer, or such other person as authorised from time to time by the Executive, for deposit into Petanque NZ's account with its bankers.

16.5.2 All payments or withdrawals from Petanque NZ's accounts shall be authorised by two of the Executive Members as the Executive shall from time to time direct.

16.5.3 Subject to clause 16.7, the Executive may pay, in whole or in part, the actual and reasonable costs incurred by Members in respect of any Petanque NZ business, provided that the Member's undertaking of that business was approved or deemed necessary by the Executive.

## 16.6 Investments

The surplus funds of Petanque NZ may from time to time be invested by the Executive in such manner and upon such securities as may be approved by the Executive. All such investments shall be made in the name of Petanque NZ or in the name or names of a trustee or trustees for Petanque NZ appointed by the Executive.

## 16.7 Pecuniary Advantage

16.7.1 No Member shall derive any pecuniary advantage from any of Petanque NZ's properties or activities. For the purposes of this Rule "pecuniary advantage" does not include the winning of prizes or trophies.

16.7.2 The provisions and effect of this clause 16.7 shall not be removed from this document and shall be included and implied into any document replacing this document.

## 17. Common Seal

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17.1 A contract or other enforceable obligation may be entered into by Petanque NZ:

17.1.1 if a deed, by:

- (a) two or more Officers; or
- (b) an Officer, or other person or class of persons, whose signature or signatures must be witnessed; or
- (c) affixing its common seal.

17.1.2 If some other form of contract or written agreement, by a person acting under Petanque NZ's express or implied authority.

17.2 The Common Seal must not be affixed to any document or instrument except as authorised by a resolution of the Executive, in the presence of the President or Vice President and one other Executive member.

## 18. Dissolution/Winding Up

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18.1 Petanque NZ may be wound up in accordance with the Incorporated Societies Act 2022.

18.2 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 Petanque NZ from the Register of Incorporated Societies; and/or
- (c) for the distribution of Petanque NZ's surplus assets.

18.3 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.

18.4 Any resolution for a motion set out in clauses 18.2 (a) to (c) must be passed by a Special Resolution of Members.

18.5 The surplus assets of Petanque NZ, after the payment of all costs, debts and liabilities, must be disposed of to one or more not-for-profit entities that share similar Objects and purposes to Petanque NZ.

**19. Complaint and dispute resolution procedure**

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19.1 Petanque NZ adopts the complaint and dispute resolution procedures as set out in the Schedule 2 of the Act.