

RULES OF THE FRIENDSHIP FORCE OF WELLINGTON INCORPORATED

1. NAME:

- a. The name of the club shall be **The Friendship Force of Wellington Incorporated** (hereinafter called the "Club"), established under a License Agreement with the Friendship Force International (hereinafter referred to as FFI).
- b. When used, the name shall not be altered in any manner but shall be written in proper word sequence without alteration.

2. AIMS and OBJECTS:

- a. The promotion of worldwide friendship and cultural exchange through home hosting overseas members of similar clubs, and the arranging and promotion of outbound visits to similar clubs in other countries.
- b. The promotion of friendship and fellowship among the Members of the Club and in the Wellington community; and with the members of other similar clubs in New Zealand, through regular communication and inter club visits.
- c. To provide an orderly means of assembling and retaining relevant records for use in establishing and assisting exchange committees, and assisting FFI.

3. MEMBERSHIP:

- a. Any person who supports the goals and purposes of the Friendship Force and is willing to pay the Annual Membership Subscription and to abide by these Rules, may apply for Membership.
- b. Written applications will be considered by the Committee when signed by two Members of the Club who know and support the applicant(s); or, when a written application is not supported by two Members, the Committee shall first enquire into the suitability or otherwise of the applicant(s). In either case, the Committee may accept, or decline the application(s) for any reason other than age, gender, race or creed; and shall not be required to give reasons for its decision.
- c. Only financial Members are eligible to nominate and be nominated to the Club's Committee, elected office or Exchange Director in the Club.

3.1 An Annual Membership Subscription recommended by the Committee and confirmed at an Annual General Meeting, or at a Special General Meeting convened for that purpose, may be levied on Members for the following calendar year and be payable by 28 February of that year. Notice of the Annual Membership Subscription must be notified to Members in writing or by electronic mail, individually or in the Club Newsletter.

- a. The Annual Membership Subscription is payable at the time of application for membership and annually thereafter.
- b. The Committee shall remove from the list of members those who have not renewed their Membership by 31 March of each year.

3.2 Members must notify any change of address to the Secretary, or the person appointed to keep the Membership Records. The last notified address shall be deemed to satisfy the notification requirements of these Rules.

3.3 A Member may resign by a letter of resignation sent to the Secretary and every notice shall, unless otherwise expressed, take effect from the end of the current financial year. Resignation from the Club

shall not relieve or discharge a Member from payment of any unpaid Membership Subscription or other debt due payable by the Member to the Club.

3.4 Membership will be terminated by the Committee of the Member(s) Annual Membership Subscription has not been paid within twenty-eight days after the due date; or, because of any misconduct, or neglect of the responsibilities of Membership affecting the well being of the Club. The Committee's decision to terminate Membership shall be notified to the Member(s) by the Secretary in writing.

The Member(s) may appeal the Committee's decision in writing to the Secretary within twenty eight days of being notified of the termination of their Membership. Within twenty-eight days of the receipt of an appeal, it must be heard by a Tribunal consisting of two persons appointed by the Member, two persons appointed by the Committee, plus a chairperson appointed by the Members of the Tribunal. The Tribunal may allow or dismiss the appeal, or vary the decision of the Committee, and such decision shall be final. The Tribunal's deliberations shall be confidential, and it shall not be required to give reasons for its decision.

4. OFFICERS, COMMITTEE MEMBERS AND REPRESENTATIVES:

The Annual General Meeting will elect by secret ballot the following Officers, Committee Members and any Representatives to other bodies for a term of office of one year. Candidates for election must have paid the Annual Membership Subscription for the current year at the time of nomination, and be nominated and seconded by two Members of similar standing, either in writing prior to the Annual General meeting, or by motion at the meeting.

4.1 A **Patron**: The Committee, at its discretion, may recommend to the Annual General Meeting the appointment of a Patron.

4.2 A **President**, who will:

- a. Serve as a liaison officer with FFI and other international organisations
- b. Be the official spokesperson for the Club.
- c. Appoint the Chairperson of all Sub-Committees.
- d. Appoint Members to be responsible for a specific aspect of the Club's operations.
- e. Sign all legal documents which shall be countersigned by a Committee Member on behalf of the Club; and,
- f. Carry out the duties normally expected of the President.

4.3 A **Vice President**, who will:

- a. Deputise for the President in the President's absence.
- b. In the absence of the President the Vice President shall sign all legal documents which shall be countersigned by a Committee Member appointed for the purpose; and,
- c. Perform such other duties as the President or the Committee may authorise.

4.4 A **Secretary**, who will:

- a. Record the minutes of each meeting of the Club and the Committee.
- b. Send a copy of these minutes to the President and Committee members within one week of the meeting.

- c. Keep records of the Club.
- d. Handle the correspondence of the Club, as directed by the President.
- e. Issue all official notices.
- f. Maintain possession and supervision over the property of the Club.

4.5 A Treasurer, who will:

- d. Collect all monies due to the Club.
- e. Deposit all Club funds in a Bank Account/s approved by the Committee.
- f. Keep books of accounts for the Club.
- g. Present a financial report at each Committee Meeting.
- h. Sign, or countersign, the withdrawal of Club funds.
- i. Arrange for the payment of all accounts owed by the Club.
- j. Prepare the books for examination prior to each Annual General Meeting.

4.6 Up to six **Committee Members** to whom the President will allocate individual or joint responsibility for one or more specific aspect of the Club's operations and who will give reports to each meeting of the Committee; and be the Chairperson of any Sub-Committee set up to assist them with their allocated responsibilities. (See Rule 5.1)

4.7 **An Auditor** - Qualified Accountant, who may or may not be a Member of the Club but shall not be a member of the Committee, to examine the books of the Club at the end of each financial year, and to certify these as being a true and correct record of the Club's finances.

5. MANAGEMENT OF THE CLUB:

5.1 The management of the Club shall be the responsibility of a Committee comprising the President, Vice President, Secretary, Treasurer, up to six Members elected to the Committee at the Annual General Meeting, and any current Exchange Directors; and,

- a. A Committee Member shall vacate their office if they resign in writing, cease to be a Member of the Club, or are absent from three consecutive meetings of the Committee without obtaining leave of absence.
- b. All or any of the Committee Members may be removed by a resolution passed by three quarters of the Members present at a Special Meeting called for that purpose.
- c. Should the Annual General Meeting fail to elect any Officer of the Club, or if a vacancy occurs on the Committee during its term, the Committee may fill that vacancy by co-opting a member, or otherwise call a Special Meeting for that purpose.
- d. Officers appointed in accordance with section 5.1 c. shall serve the balance of the term of the position.
- e. The President, Vice President, the Secretary, the Treasurer and the Committee shall hold office for a term of one year, commencing from the conclusion of Annual General Meeting. These officers may stand for election for the following year.

- f. The Committee, may appoint Ad Hoc Committees, including Exchange Committees, that automatically cease after the Ad Hoc Committee's final report is presented to the Committee.

5.2 The Committee will manage and control of the affairs of the Club except for those matters which are required by these Rules to be dealt with by Members in an Annual General Meeting or at a Special General Meeting. The Committee may enter into contracts for the purchase or sale of goods, or services, subject to the provisions of these Rules and those of Section 15 of the Incorporated Societies Act; and may appoint Members or other persons to a Sub-Committee to assist a Committee Member with their specific responsibilities.

6. MEETINGS:

Meetings of the Club shall be convened and conducted as follows.

6.1 The Annual General Meeting shall be held in November each year, at a time and place decided by the Committee. Advice of any notices of motion must be included. The order of business at the Annual General Meeting shall be:-

- a. Apologies.
- b. Minutes of the previous Annual General Meeting.
- c. Minutes of any previous Special General Meeting not previously read.
- d. Reports by the President and Treasurer and any other special reports.
- e. Notices of Motion.
- f. Election of Officers.
- g. Fixing of any honorarium.
- h. General Business (Including any urgent correspondence).

6.2 Special General Meetings may be called by the Committee to consider any matter; and must be convened by the President within twenty-eight days of the receipt of a request for a Special General Meeting signed by at least fifteen Members. Only the business notified in the written notice of the meeting may be discussed, except, otherwise, by the unanimous approval of those present.

6.3 General Meetings of the Club may be held regularly or called at any time by the Committee for the purposes of transacting the general business of the Society, or for social or other functions associated with the Aims of the Society.

6.4 Committee Meetings shall be held regularly at such intervals, place and time as the Committee may consider appropriate for the efficient management of the Club's affairs. Additional Committee Meetings to deal with any urgent or special matter may be called at short notice by the President, or by any three Committee Members. Club Members may attend all Committee Meetings but may speak only with the permission of the Chairperson, and may not vote.

6.5 Notice of the Annual General Meeting and any Special General Meeting shall be sent in writing separately to all Members or be included in the Club Newsletter, not less than fourteen (14) clear days prior to the meeting, stating the date, place and time of the meeting, and the nature of the business to be brought before the meeting.

6.6 The Chairperson at all General Meetings and Committee meetings shall be the President, or the Vice President if the President is not present, or if neither is present, the Members present shall appoint a Chairperson. The Chairperson may adjourn a meeting to another time and place. Only business left

unfinished may be dealt with when an adjourned meeting is resumed. No business shall be transacted at any meeting unless a quorum is present.

6.7 The Quorum at any Annual General, Special General or General Meeting shall be two fifths of the Members entitled to vote and the quorum at any meeting of the Committee shall be six. If a quorum is not present after fifteen minutes of the appointed time, the meeting shall stand adjourned to a later date, time and place as may be decided by those present.

6.8 Notice of the resumption of an adjourned meeting must be given to those Members entitled to attend, and those present at such later date may transact the business for which the original meeting was called as if they constituted a quorum.

6.9 Voting at Meetings:

- a. There shall be no voting by Proxy.
- b. Persons who are not financial Members of the Club shall not be entitled to vote.
- c. At a Committee Meeting the Chairperson shall have the casting vote in the event of tied voting.
- d. At an Annual General Meeting, a Special General Meeting and Club meetings, the Chairperson may exercise a casting vote in the event of tied voting.
- e. Voting shall be by voice or show of hands, except at an Annual General Meeting where there is more than one nomination for a position. Voting to fill the position shall be by secret ballot. In the event of a tied ballot in an election to an office, a casting vote shall not be acceptable and further secret ballots shall take place until a majority vote is obtained.
- f. In all cases of voting by ballot the meeting shall appoint two scrutineers to conduct the ballot and inform the Chairperson of the result, after which the scrutineers shall destroy the ballot papers.
- g. Resolutions made at all meetings shall be by majority vote of those present at the meeting and eligible to vote.

6.10 The Secretary shall keep accurate Minutes of all Annual General, Special General, General, and Committee Meetings, including persons present and the business conducted. The accuracy of the minutes shall be confirmed at the next General or Committee meeting, and if so confirmed, will be signed by the Chairperson. The minutes of General Meetings shall be confirmed pro forma by the Committee at its next meeting.

7. NATIONAL CONFERENCE:

The Club President and Vice President should plan to attend the National Conference of the Friendship Force of New Zealand. Whenever possible the Club will assume the full cost of the conference fees, and may contribute to the travel costs of both delegates. Where either the President or the Vice President cannot attend, the Committee may appoint a substitute.

8. THE FINANCES OF THE CLUB:

The finances of the Club shall be controlled and managed as follows:

- 8.1** All monies received by the Club shall be paid into a Bank Account/s operated by the Treasurer and three other persons appointed by the Committee to sign cheques with any two of the four to sign.
- 8.2** Special Bank Accounts may be authorised by the Committee for the purposes of facilitating the management of the finances for the Club's Exchanges with other Clubs, and for any other specific

event or purpose. These accounts shall be operated by the Treasurer in accordance with section 8.1 of these Rules.

- 8.3** Funds may be invested by the Treasurer in consultation and agreement with the Committee, on fixed deposit with a registered Bank in New Zealand.
- 8.4** Funds may be transferred to or be received from any corporate or incorporated bodies or Trusts for the purpose of achieving the Aims of the Club.
- 8.5** The Financial Year of the Club shall end on 30 September in each year.
- 8.6** The approval of the Annual General or Special General Meeting must first be obtained before the Committee borrows any money; or sets any honorarium, other than payment for expenses incurred.

9. THE COMMON SEAL:

The Club shall have a common seal which will be kept in the custody of the Secretary. Every document to which the common seal is attached shall be signed by the President or in his /her absence by the Vice-President, and shall be countersigned by a Committee Member appointed for the purpose.

10. REGISTERED OFFICE:

The registered office shall be the Secretary's address.

11. REPORTS AND RETURNS:

The President with the assistance of the Secretary and the Committee shall prepare and present a report of the past year's activities to the Annual General Meeting, and submit a report to FFI at the end of the Club Year, along with a copy of the Annual Financial Statement for the year ended, and the names and addresses etc, and positions held by the incoming Committee shall be advised to the Co-ordinator of the NZ Friendship Force Field Representatives. The Registrar of Incorporated Societies shall be provided with the Annual Financial Statement as required by Section 22 of the Incorporated Societies Act.

12. CODES OF CONDUCT:

The Committee may develop codes of conduct for Members when they are involved in Club activities. All such codes of conduct will not be enforceable until all Members have been notified of the codes. Codes of conduct may be included in Club manuals, handbooks and/or publications.

13. ALTERATION TO THESE RULES:

Subject to compliance with Section 21 of the Incorporated Societies Act 1908, these Rules may be altered, added to, or rescinded only by a resolution passed by a majority of three-quarters of the Members eligible to vote who are present at the Annual General Meeting, or at a Special General Meeting called for the purpose, provided that a Notice of Motion has been lodged with the Secretary, or resolved by the Committee, at least twenty-eight days prior to the meeting. The Secretary shall notify Members of the nature of the proposed alterations to the Rules at least fourteen days before the meeting.

14. PECUNIARY BENEFIT:

The Club is not organised or operated for pecuniary gain or profit; and shall not engage in a regular business of a kind ordinarily carried on for profit, or in any other activity, except in the furtherance of the purposes for which the club is organised. The provisions and effect of this clause shall not be removed from this document, and shall be included and implied into any document replacing this document.

No part of the property of the club and no part of its net earnings shall be used or provided for the benefit of any Member or person associated with the Club. 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 any associated person, of any income, benefit, or advantage whatsoever.

A Member shall be reimbursed for all actual and reasonable expenses incurred on behalf of the Club, and be in accordance with Section 5 of the Incorporated Societies Act 1908.

The club shall not participate in any political campaign on behalf of any candidate for public office, nor shall any part of its property or any part of its income be devoted to such purpose.

15. INDEMNITY:

- a. The Committee, the Officers and Members of this Club shall be indemnified by the Club against losses and expenses incurred in or about the discharge of their duties, except those which occur as a result of their own wilful act, neglect or default.
- b. No Member of the Committee shall be responsible for the action of any other Member of the Committee, Officer or Club Member, or for anything done by any other Member in the execution of office or membership by way of insufficiency or deficiency.

16. WINDING UP OF THE CLUB:

The Club may be voluntarily wound up in accordance with the provisions of Section 24 of the Incorporated Societies Act 1908, or otherwise under the provisions of that Act. After meeting all liabilities, the assets of the Club shall be disposed of by distribution to another organisation(s) operating in New Zealand exclusively for charitable purposes of a similar nature to the Aims of the Club.