

The Constitution of
Franklin United Football Club Incorporated

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CLUB RULES

1.0 INTERPRETATION

1.1 In these Rules and unless the context otherwise requires:

AGM: means the Annual General Meeting of the Members of the Club.

Appointee: means a Board Member appointed by a Permanent Member of the Club in accordance with Rule 18.4

Board: means the Control Board or Committee of the Club constituted in accordance with Rule 18.

Club: means the Society incorporated under these Rules as referred to in Rule 2.1.

Drury United FC: means Drury United Football Club Incorporated.

Federation: means the District Federation to which the Club is affiliated.

Fees: means all fees, levies, subscriptions and any other monies whatsoever due to be paid by a Member to the Club, or to the Federation or to NZS under these Rules.

FIFA: means the Federation Internationale de Football Association.

Football: means the game also known as Association Football governed internationally by FIFA.

Game: means the game of Association Football also known as Soccer as governed internationally by FIFA.

General Meeting: means a general meeting of the Members of the Club.

Junior Member: means a Member under the age of eighteen (18) years at the commencement of the Club's financial year.

Laws Of The Game: means the laws of the game of Association Football as more particularly referred to in Rule 5.2.

Member: means a Member of the Club in accordance with Rule 8.

Month: means calendar month.

NZF: Means New Zealand Football Incorporated

Permanent Members: means a permanent member of the Club in accordance with Rule 8.6.

Pukekohe AFC: means Pukekohe Association Football Club Incorporated.

Regulations and Bylaws: means any Regulations and Bylaws of the Club made under Rule 4.2

Soccer: means the game also known as Association Football governed internationally by FIFA.

SGM: means a special General Meeting of the Members of the Club

Tuakau SC: means Tuakau Soccer Club Incorporated.

Waiuku AFC: means Waiuku Association Football Club Incorporated.

2.0 NAME

2.1 The name of the Club shall be set out in the Schedule.

3.0 OBJECTS

The objects for which the Club is established are to:

- 3.1 Foster, advance, promote and control the playing of amateur Football in accordance with NZF and Federation rules and Laws of the Game
- 3.2 Encourage the playing and growth of Football by promoting Football matches at all levels and by providing such other support as is appropriate.
- 3.3 Fund, via levies, sponsorship, donations and all other appropriate means, the development of Football.
- 3.4 Promote a high standard of play, training, development, and performance within the Game.
- 3.5 Support member clubs with player and coach development at both community and elite level.
- 3.6 Expand diversity and inclusiveness with support for: Maori, Pasifika and Female players
- 3.7 Make, adopt, vary and publish the rules, regulations, by-laws and any other conditions required by NZF and the Federation and to take all such steps as shall be deemed necessary or advisable or required by NZF or the Federation for enforcing such rules, regulations and by-laws.
- 3.8 Take all such steps as shall be deemed necessary or advisable for preventing infringements of the Laws of the Game or other improper methods or practices in the Game and for protecting the Game from abuses.
- 3.9 Provide means for, and to endeavour to, decide and settle all differences that may arise between Members or involving Members in relation to Football including in relation to due compliance with the Laws of the Game and to make such provisions for enforcing any award or decision as NZF or the Federation (as the case may be) shall deem proper.

- 3.10 Do all such things that are incidental or conducive to the attainment of the above objects.

4.0 GENERAL POWERS

4.1 General Powers

The club shall have all powers generally exercisable by and/or available to an Incorporated Society or to a natural person under the laws of New Zealand including without limiting the foregoing all powers necessary or desirable for the attainment of its objects but subject in all cases to these Rules and to NZF and Federation rules and policies.

4.2 Power to make Regulations and Bylaws

The Club shall have the power to make, adopt, vary and publish Regulations and By-laws, but not inconsistent with these Rules or with any NZF or Federation rule or policy, which it may consider necessary or expedient for the purposes of carrying out its duties.

4.3 Restrictions on Powers

- 4.3.1 The club shall not, and nothing expressed or implied in these Rules shall permit, the activities of the Club to be carried on for the personal pecuniary profit of any Officer or Executive or Manager of the Club or associated person of such Officer or Executive or Manager, nor shall any distribution, whether by way of money, property or otherwise be made to any such Officer, Executive or Manager or associated person except where the income benefit or advantage is derived from:

- (a) Goods or services provided to the Club rendered in the course of business and charged at no greater than current market rates; or
- (b) Interest on money lent at no greater than current market rates.

- 4.3.2 For the purposes of Rule 4.3.1 such Officer, Executive or Manager or associated person shall be deemed to derive a personal pecuniary profit in the following circumstances: if money, property or assets are lent or leased to such person at less than current commercial rates having regard to the nature and terms of the transaction.

- 4.3.3 For the purposes of Clauses 4.3.2 and 22.6 such Officer, Executive or Manager or associated person shall be deemed to have a personal pecuniary interest in a transaction of the type referred to where that person:

- (i) Is a Shareholder or Director of any company which is party to the transaction; or
- (ii) Is a Settlor or Trustee of a trust or a Shareholder of any company which is party to such a transaction;

4.3.4 For the purposes of Rule 4.3 and Rule 22.6 the meaning of the term “associated person” is as that term is defined in the Income Tax Act 1994.

4.4 General Restrictions on Payments to Members

4.4.1 Any income, benefit or advantage accruing to the Club shall be applied to the purposes of the Club.

4.4.2 No Member of the Club or any person associated with a Member shall participate in or materially influence any decision made by the Club in respect of the payment to or on behalf of that Member or associated person of any income, benefit or advantage whatsoever.

4.4.3 Any such income paid shall be reasonable and relative to that which would be paid in an arm’s length transaction (being the open market value).

4.4.4 The provisions and effect of this Rule shall not be removed from this document and shall be included and implied into any document replacing this document.

5.0 FIFA AND THE LAWS OF THE GAME

5.1 NZF is a member of FIFA and is recognised by FIFA as the controlling authority for Football in New Zealand.

5.2 The Laws of the Game shall be the laws, statutes and rules as set down and interpreted from time to time by FIFA (subject to any variations required for New Zealand as determined by NZF from time to time). The Laws of the Game shall be observed by the Club and by all Members and all matters relating to the Game in New Zealand shall be carried out in accordance with these laws as determined, interpreted and added to by NZF or the Federation.

6.0 RELATIONSHIP TO FEDERATION AND NZF

6.1 The Club shall become and remain a member of the Federation and shall adopt and retain as its rules and policies any rules and policies which may be prescribed for that purpose by NZF and Federation and shall be bound by and comply fully with and conduct its affairs in accordance with such rules and policies.

6.2 These Rules shall be altered, added to or rescinded or otherwise amended when required by NZF or the Federation. Any such requirement for change shall be by way of NZF or Federation regulation and upon promulgation the Club shall immediately cause the required amendments to be prepared (if not supplied) and filed with the Registrar of Incorporated Societies and the change shall be deemed to have been adopted therefrom without any further action or process being required.

7.0 CLUB COLOURS AND EMBLEMS

The Club colours, emblems, monograms, and logos shall be set out in the Schedule.

8.0 MEMBERSHIP

Membership of the Club shall be confined to the following:

8.1 Officers

Current and future Officers of the Club.

8.2 Board Members

Current and future Board Members of the Club.

8.3 Honorary Members

All Honorary Members of the Club.

8.4 Life Members

All Life Members of the Club.

8.5 Ordinary Members

- (a) All registered players, coaches, and managers and all social members.
- (b) Football clubs that immediately prior to the formation of the Federation, were affiliated to the Counties Manukau Soccer Association and for which a current contract exists with Franklin United prescribing specific benefits and obligations of membership.

8.6 Permanent Members

The following clubs are included as a permanent member if they have a signed MOU with Franklin United

- (a) Drury United Football Club
- (b) Pukekohe Association Football Club
- (c) Tuakau Soccer Club
- (d) Waiuku Association Football Club

9.0 RELATIONSHIP BETWEEN THE PERMANENT MEMBERS

9.1 Franklin United shall enter into an annually renewable memorandum of understanding with each of the permanent members. This contract shall be named the "Memorandum of Understanding" and shall define all of, but not be limited to, the following:

- (i) Each Permanent Member joins Franklin United with the intention of completing 12 months of the union. After the 12 months is complete, and if the Permanent Member wants to continue with the union, then they must renew the partnership for a further 36 months. The Permanent Member cannot leave this union before the term of 36 months is complete.

- (ii) The specific contribution, financial or otherwise, that the Permanent Member can make to Franklin United, the timing of such contribution and the methodology by which this contribution is calculated.
- (iii) The specific commitment for the Permanent Member to provide facilities including but not limited to playing fields, training fields, lighting, clubrooms and playing equipment.
- (iv) The specific commitment for Franklin United to utilise facilities including but not limited to playing fields, training fields, lighting, clubrooms and playing equipment.
- (v) The specific commitment for the Permanent Member to meet obligations to the Federation and to NZF necessary to permit Franklin United to enter into football leagues and competitions as decided by the Board from time to time.
- (vi) The specific commitment for Franklin United to make a contribution, financial or otherwise to the operations of the Permanent Member either directly or through arrangement with a third party as required to create a fair and equitable distribution between the Permanent Members of income, benefits or advantages accrued as a result of Franklin United operations in order to advance the objects of the club and either Permanent Member.
- (vii) Details of sponsorship or charitable arrangements held by the Permanent Member for which Franklin United must not create a conflict in accordance with Rule 30.4.

9.2 The failure of Franklin United and a Permanent Member to enter into or to renew the “Memorandum of Understanding” shall not prevent Franklin United from conducting affairs in accordance with the Objects and Rules of Franklin United.

9.3 The permanent members shall retain the right to appoint or remove members to the Board in accordance with Rule 18.4.

10.0 PRIVILEGES AND OBLIGATIONS OF MEMBERSHIP

10.1 The Board shall cause a Register to be kept of all Members.

10.2 Every Member shall strictly observe these Rules as amended from time to time and shall strictly observe the standards of ethical and sporting conduct, which NZF or the Federation may from time to time prescribe.

10.3 Every Member shall pay, as and when due, all Fees due to the Permanent Member they are registered with which he or she may be or become liable in accordance with these Rules and NZF or Federation rules and regulations.

10.4 Every Member shall furnish to the Board such information and particulars as are reasonably required by the Board to achieve its objects hereunder including that Member’s address and occupation.

- 10.5 Members consent to the Club, NZF and the Federation making use of such information and particulars but only if the use of those details is consistent with the objectives of the Club, NZF and the Federation.
- 10.6 Rights of membership shall be individual and shall not be assigned or transferred in any way.
- 10.7 No person or entity shall be admitted to membership without the prior approval of the Board whose decision on all matters relating to membership shall be final including the classification of Members.

11.0 CESSATION OF MEMBERSHIP

11.1 Any Member who is not also a Permanent Member, may at the discretion of the Board cease to be a Member and be removed from membership in any of the following events:

- (a) If the Member resigns.
- (b) If the Member fails to duly pay any Fees to the Permanent Member.
- (c) If the Member is disqualified by the Club for breach of these Rules.

11.2 Lapse of membership for non-payment of Fees shall occur if payment is not made within one (1) month of the due date or such later date as the Board may allow in its sole discretion.

12.0 APPOINTMENT OF HONORARY MEMBERS

12.1 Honorary Members shall be appointed by the Board and shall be chosen from among players, officials, supporters, and any other persons who have given lengthy service or made major contributions for the support and benefit of the Game within the Club.

13.0 APPOINTMENT OF LIFE MEMBERS

13.1 Life Members shall be persons who have provided outstanding special services or made outstanding contributions to the Game within the Club.

13.2 Life Members shall be appointed or removed by the Board.

14.0 CLUB FEES

14.1 The Club may from time to time prescribe Fees payable by Members. Such Fees shall include any payments to be made to NZF or the Federation under Rule 15 hereof.

15.0 FEDERATION FEES

15.1 The Club shall pay to the Federation such Fees as are imposed by NZF or the Federation from time to time.

16.0 DISPENSATION

- 16.1 Members who consider the payment of Fees a hardship may apply either to the Board or to the relevant Committee for a dispensation in relation to such payment. The Board may in its absolute discretion, decide how and when any such Fees are to be paid.

17.0 PLAYERS FEES

- 17.1 Subject to the above provisions, any playing Member who has not paid his or her Fees shall not be permitted to play in any team until such time as the Fees have been paid. Members other than playing Members who have not paid their Fees shall be subject to such restrictions as are placed on them by the Board.

18.0 THE BOARD

18.1 The Board

The affairs of the Club shall be governed by a Board formed in accordance with this rule.

18.2 Composition of the Board

- 18.2.1 The Board shall consist of a minimum of six Members.
- 18.2.2 Each permanent member with a current "Memorandum of Understanding" shall have the right to hold two seats on the Board. The Permanent Member may authorise any member of their club committee to fill those seats at Board meetings as their representative.

18.3 Eligibility to be a Board Member

- 18.3.1 No-one shall be eligible to be appointed as a Board Member if he or she, if appointed, would be disqualified from remaining in office in accordance with Rule 18.7 or was a Board Member previously who was disqualified from office under that Rule and the relevant or similar circumstances continue to apply.
- 18.3.2 Subject to Rule 18.3.1 any Board Member shall be eligible to be appointed as a Board Member any time at or after the expiry of his or her prior term.

18.4 Appointment of the Board

- 18.4.1 As per clause 18.2.2, Drury United Football Club shall have the right to hold a maximum of two Board seats
- 18.4.2 As per clause 18.2.2, Pukekohe Association Football Club shall have the right to hold a maximum of two Board seats
- 18.4.3 As per clause 18.2.2, Tuakau Soccer Club shall have the right to hold a maximum of two Board seats

18.4.4 As per clause 18.2.2, Waiuku Association Football Club shall have the right to hold a maximum of two Board seats

18.5 Term of Office of Board Members

18.5.1 Each Board Member who has been appointed to that position shall (subject to Rule 18.3.1) hold office for a term expiring at the close of the AGM held in the year after the year in which he or she was appointed.

18.6 Casual Vacancies among appointed Board Members

18.6.1 At the conclusion of the AGM, if a Permanent Member has not appointed their rightful complement of Board Members, the permanent member will be granted sixty (60) days to make appointments as necessary to fill such vacant Board positions. After sixty (60) days have elapsed, the Board may fill any remaining vacancy on the Board. The term of office of such person shall expire at the close of the next following AGM.

18.6.2 If an appointed Board Member ceases to be a Board Member in accordance with Rule 18.7.1 and said Board Member was appointed by a Permanent Member, the Permanent Member that appointed said Board Member will be granted sixty (60) days to make an alternative appointment to fill the vacant Board position. After sixty (60) days have elapsed, the Board may fill the remaining vacancy on the Board. The term of office of such person shall expire at the close of the next following AGM.

18.6.3 Board Members appointed pursuant to Rules 18.6.1 and 18.6.2 shall have full voting rights and such other rights as are allocated under these Rules to appointed Board Members.

18.7 Termination and Removal from the Board

18.7.1 A person shall cease to be a Member of the Board upon the happening of any one of the following events:

(a) If he or she resigns his or her seat on the Board.

(b) If he or she is absent from three (3) consecutive meetings of the Board without the consent of the Board.

(c) If he or she becomes bankrupt or insolvent or makes any assignment or arrangement for the benefit of his or her creditors or takes or attempts to take the benefit of any statutory provision for the liquidation of his or her affairs and fails to satisfy the Board when required that the inability to pay his or her debts arose from misfortune and that no discreditable conduct can be imputed to him or her in such connection and that the circumstances would not and would not be likely to bring any discredit to the Club or the Board if such person were to remain a Board Member.

(d) If the person is convicted by a competent tribunal of an offence which, in the opinion of the Board, renders the person unfit to be a Member of the Board.

18.7.2 The removal of a person from office as a Member of the Board in accordance with any of the provisions of Rule 18.7.1 shall occur as follows:-

(a) In the circumstances referred to in Rules 18.7.1(b), 18.7.1(c) and 18.7.1(d) upon the passing of a resolution by the Board to the effect that the relevant conditions are satisfied,

(b) In all other cases, upon the occurrence of the relevant event.

18.7.3 When any meeting of the Board is held for the purpose of considering a resolution for the removal of a Member of the Board the person in question shall be notified and be entitled to be present and be represented and to respond to the claims made but shall not form part of the quorum and shall not be entitled to vote on the resolution.

18.8 Chairperson

18.8.1 Board Members shall elect the President as their Chairperson.

18.8.2 The Chairperson position shall cease automatically upon that person ceasing to be a Board Member.

19.0 OFFICERS OF THE CLUB

19.1 The Officers of the Club shall be:

19.1.1 The President.

19.1.2 The Secretary.

19.1.3 The Treasurer.

19.2 The Secretary and the Treasurer shall be appointed and removed by the Board and need not be Board Members.

19.3 Officers may be Board Members if otherwise appointed to the Board in accordance with these Rules but shall not be Board Members ex-officio by virtue of holding appointment as Officers.

19.4 All appointed Officers shall hold office until the close of the next AGM.

19.5 Should the President vacate office during his or her term, Franklin United shall appoint a further President from its appointees.

20.0 RESPONSIBILITY OF THE OFFICERS

20.1 The President

The President shall:

- (i) Chair all Annual General and Special General meetings of the Club.
- (ii) Oversee the affairs of the Club and ensure that the same are conducted in an orderly and proper manner.
- (iii) Become responsible for any office vacated by resignation during the term of the Board until that office is filled in accordance with clause 19.2.
- (iv) Represent the Club in dealings with the general public and in particular the news media regarding the Club's general affairs and policies.

20.2 The Treasurer

The Treasurer shall:

- (i) Maintain proper accounting records of the Club including source documentation, books of first entry and ledgers.
- (ii) Receive all subscriptions, donations, sponsorship money and other money paid to the Club and issue receipts.
- (iii) Open and operate a current Bank Account in the name of the Club.
- (iv) Make such deposits and investments in the name of the Club as the Committee may from time to time determine.
- (v) Pay all accounts and make all advances passed for payment by the Committee.
- (vi) Keep all financial records of the Club and ensure their safekeeping together with any security documents or negotiable instruments.
- (vii) Submit to each Board meeting an abstract of receipts and payments for the period since the previous meeting.
- (viii) Prepare and submit to the appointed Financial Reviewer the annual Statement of Accounts and Balance Sheet as at the close of the Club's financial year as prescribed in the schedule.

20.3 The Secretary

The Secretary shall:

- (i) Record and make available to all member's minutes of all Annual General Meetings and Special General Meetings.
- (ii) Record and make available to all Board members minutes of all Board meetings.
- (iii) Keep up to date records of all members registered with the Club and to which category they belong.

- (iv) Be responsible for all correspondence in relation to the Club's affairs including regularly receiving all such correspondence addressed to the Club, promptly answering the same when necessary and having custody of the Club's letterhead and common seal.
- (v) Inform all members and Board members of all matters of interest to them originating from New Zealand Football or its branches.

21.0 PROCEEDINGS AT BOARD MEETINGS

Subject to this Rule the Board shall fix its own procedures and standing orders.

- 21.1 The Board may meet, adjourn and otherwise regulate its meetings as the Board shall think fit subject to these Rules. Subject to Rule 21.7 the Board shall meet personally by way of regular scheduled meetings during the Board's term of office. At least four (4) meetings shall be scheduled during the financial year of the club.
- 21.2 A quorum of the Board shall be a minimum of four board members.
- 21.3 A meeting of the Board shall be convened at any time upon the request of the Chairperson or of such number of the Board Members as is sufficient to form a quorum.
- 21.4 Reasonable advance notice of the time, date and place for the holding of every Board meeting shall be given to all Board Members, and may be given by post, delivery, facsimile, email or other recognised form of communication.
- 21.5 Subject to Rules 23 and 34.1 questions arising at any meetings of the Board shall be decided by the majority of the votes recorded and each Member present shall have one vote.
- 21.6 At all meetings of the Board the President shall preside as chairperson or in his or her absence then a chairperson shall be elected from among the Board Members then present. The Chairperson shall have a casting vote.
- 21.7 The Board may conduct its meetings wholly or partly by telephone or by teleconference or by electronic or other means provided however that all Board Members present or otherwise attending in terms of this Rule shall be in simultaneous contact or communication with one another throughout the entirety of the meeting unless permission is sought by and given to a Board Member wishing to retire from the meeting at any stage.
- 21.8 Decisions of the Board shall not be invalidated merely because of procedural defects in the calling and holding any Board meeting at which the decision was made.

21.9 The Chairperson at a Board meeting may with the consent of the meeting adjourn the same from time to time and from place to place. No business shall be transacted at any adjourned meeting other than business unfinished at the meeting at which the adjournment took place. No further adjournment shall be permitted and advance notice of the time, date and place and any other relevant details shall be given to any Board Member not in attendance when the original meeting was adjourned.

22.0 POWERS AND DUTIES OF THE BOARD

Subject always to Rule 23:

- 22.1 The management and control of the activities of the Club, and of its funds shall (subject to any delegated authority under Rule 22.5 and 22.7 hereof) be vested in the Board which shall, without limiting the foregoing, set the policy and make the decisions of the Club subject only to the express powers of the Members as provided in these Rules. In addition to the powers and authorities expressly conferred on it by these Rules the Board may exercise all such powers and do all such things as may be exercised and done by the Club and which are not expressly directed or required by these Rules to be exercised or done by the Club at a General Meeting of its Members.
- 22.2 All funds, properties and assets of the Club whatsoever shall be under the control of the Board.
- 22.3 All legacies, endowments, donations or gifts of money or other real or personal property unless given to the Club for any specific object shall be dealt with by the Board as the Board may think fit for the general purposes of the Club.
- 22.4 Without limiting the generality of the powers referred to in these Rules the Board may do any of the following:
 - 22.4.1 Organise, conduct and control coaching and training and competitions and competitions and by other means promote and advance the Game.
 - 22.4.2 Develop, organise and conduct programmes of education and training in all aspects of Football.
 - 22.4.3 Accept, reject or expel and otherwise control membership of the Club.
 - 22.4.4 Establish tribunals and conduct hearings.
 - 22.4.5 Implement disciplinary procedures and impose sanctions and penalties in accordance with Rule 31.
 - 22.4.6 Appoint, remove or suspend Executives, Managers and other staff and contractors for or from such permanent, temporary or special services as the Board may from time to time think fit and determine their duties and fix their salaries or emoluments. The Board may also appoint from time to time the bankers, accountants and legal advisers of the Club.
 - 22.4.7 Purchase, lease, rent, hold, furnish or deal with any building, land or premises and other property of the Club as the Board may think fit.
 - 22.4.8 Institute, conduct, defend, compound or abandon any legal proceedings by and against the Club or its Officers or otherwise concerning the affairs of the Club and also compound and allow a time for payment or satisfaction of any debts due or of any claim or demand by or against the Club.

- 22.4.9 Make and give receipts, releases and other discharges for moneys payable to the Club and for the claims and demands of the Club.
- 22.4.10 Invest and deal with any moneys of the Club upon such security and in such manner as it thinks fit, and from time to time vary such investments as it thinks fit provided that no individual investment over the amount set out in the Schedule shall be made without the approval of the Members voting at a General Meeting.
- 22.4.11 Delegate to any committee appointed pursuant to Rule 22.7 or to any Chief Executive Officer or General Manager appointed pursuant to Rule 22.5 such of its powers and duties and on such terms as it thinks proper.
- 22.4.12 Insofar as the Board has funds to invest other than by lodgement to a bank account, it may appoint a trustee or trustees either from its own Officers, Board Members, Members or otherwise and including, if it deems fit, a corporate body to acquire and hold upon trust for the Club at the Board's discretion the securities or other property, real or personal, acquired as a result of any such investment.
- 22.4.13 Borrow or raise money from banks and other sources with or without any security or give guarantees upon such terms as the Board shall think fit.
- 22.4.14 Negotiate, enter in to and deal with arrangements with sponsors pursuant to Rule 30 hereof.
- 22.4.15 Organise and conduct social functions, raffles and other legal schemes and devices whatsoever for the purpose of raising Club funds including the sale of alcoholic and non-alcoholic beverages and the sale of food stuff of all kinds.
- 22.4.16 Make payments to Club Members for reimbursement of expenses.
- 22.5 The board may appoint a Chief Executive Officer or General Manager and determine his or her terms and conditions of employment and duties and fix his or her salary or emolument (if any) which shall be set out in a written contract.
- 22.6 Where any Board Member or Chief Executive Officer or General Manager or any other Officer or Executive or Manager of the Club is either personally interested in or is an associated person of a person who is in any capacity interested or concerned directly or indirectly in any transaction with the Club the Officer or Executive or Manager shall disclose the nature and extent of the interest and, if the interest is a personal pecuniary interest as defined in Rule 4.3.3, or, if the Chairperson of the meeting otherwise so requires, shall not take any part in any further deliberations of the Board or the Club on that matter.
- 22.7 The Board may appoint committees from among Board Members or other Club Members or from among persons who are neither Board Members nor Club Members or from a combination of Board Members and others. The Board may delegate any of its powers to any such committees and may make rules for regulating the structure and proceedings of such committees.

23.0 MAJOR TRANSACTIONS

- 23.1 Major Transactions shall not be entered into unless written authority has been granted to enter into said transaction by the Permanent Members.
- 23.2 For the purposes of these Rules a “Major Transaction” shall be such transaction which involves acquiring or disposing of any asset or involving the incurring or releasing of any liability or the giving or releasing of any guarantee of greater value than the amount set out in the Schedule or the incurring of any commitment or obligation which shall be of more than one year’s duration, provided always that where the asset or obligation is acquired or disposed of or incurred or released as part of a series of transactions then the total consideration or value of all the transactions shall be aggregated and this Rule shall apply as if the series of transactions were one single transaction for the amount of the aggregate value; and
- 23.3 Notwithstanding anything else hereinbefore contained the Board shall not have the power to incur any liability or obligation (whether by way of borrowing monies or the giving of guarantees or otherwise) or to dispose of any asset more than the amount set out in the Schedule without written authority granted by the Permanent Members.

24.0 MINUTES

- 24.1 Minutes shall be kept of all resolutions and proceedings of:
- 24.1.1 General Meetings;
- 24.1.2 Meetings of the Board;
- 24.1.3 Meetings of any committees;

25.0 REGISTERED OFFICE

- 25.1.1 The Registered Office of the Club shall be situated in such place as the Board may from time to time determine.

26.0 PRIVILEGED COMMUNICATIONS AND INDEMNITY

- 26.1 All communications, correspondence, reports, minutes and other papers and documents relevant to the affairs of the Club including all proceedings of the Board shall be privileged and confidential and shall not be passed out of the custody of the Chief Executive Officer, General Manager or proper Officer of Board Member nor shall any of the contents of the same be disclosed or released except on the express authority of the Board.

- 26.2 From time to time the executive committees of a Permanent Member may request access to any or all privileged or confidential documents or information as they may determine. The Board shall provide unhindered access to any such confidential documentation or information provided that an appropriate non-disclosure agreement exists between Franklin United and the Permanent Member making the request.
- 26.3 No Board Member, Chief Executive Officer, General Manager no other Officer of the Club shall be liable for the acts or defaults of any other Board Member or other Officer, or for any loss or expense happening to the Club unless the same arises from his or her own wilful default.

27.0 GENERAL MEETINGS

General Meetings shall be either Annual General Meetings or Special General Meetings.

27.1 Annual General Meeting

27.1.1 An AGM shall be held once in every year on a date to be set by the Board, but not earlier than two (2) months after the end of the Club's financial year and not later than five (5) months after the end of the Club's financial year.

27.1.2 The purpose and business of the AGM shall be to:

- (a) Receive the Board's Annual Report;
- (b) Present the annual financial statements and the financial review report or auditors report to Members;
- (c) Present to Members the appointment of Officers, Board Members, Honorary Members and Life Members in accordance with these rules;
- (d) Appoint an Auditor or Financial Reviewer;
- (e) Consider any other business submitted by the Board or submitted by a Member in accordance with Rule 27.3.2.

27.2 Special General Meeting

27.2.1 An SGM may be convened at any time by the Secretary:

- (a) On receiving a requisition signed by at least ten financial members.
- (b) On receiving a direction from the Board.

27.3 Proceedings at all General Meetings

- 27.3.1 At least fourteen (14) days' notice by way of advertisement in a paper circulating in the area in which the Club is based of all General Meetings shall be given to all financial Members of the Club and such notice shall also state the object of the proposed meeting and only such business as specified in the notice shall be transacted.
- 27.3.2 No General Meeting shall consider any business which has not been the subject of a written notice submitted by a Member not less than seven (7) days prior to the General Meeting (unless it has been submitted by the Board) explaining the business to be transacted.
- 27.3.3 The President or, if he or she is unavailable the Board Chairperson shall take the chair at every General Meeting of the Club.
- 27.3.4 Decisions of the Club made in General Meeting shall not be invalidated merely because of procedural defects in the calling and holding of the General Meeting at or by which the decision was made.
- 27.3.5 The quorum for all General Meetings shall be not less than five (5) Board Members.
- 27.3.6 All questions arising of any General Meeting shall (subject to Rules 27.4.3 and 34 hereof), be decided by the majority of the votes recorded.

27.4 Voting rights at all General Meetings

- 27.4.1 All Members at General Meetings shall have one vote each.
- 27.4.2 In the event of a tie in voting on any issue, the President or other Chairperson shall have a casting vote.
- 27.4.3 Notwithstanding anything hereinbefore contained, no motion shall be carried if it is not voted for by at least 60% of the members present at the meeting

28.0 FINANCIAL

- 28.1 The Club's financial year shall end on the date prescribed in the Schedule and the Board shall ensure that all financial statements shall be properly made up to that date.
- 28.2 All monies received on account of the Club shall be paid into the account of the Club with its bankers forthwith after receipt.

- 28.3 Subject to Rule 28.4 all cheques drawn upon the bankers of the Club shall be signed in such manner and by such persons as the Board shall from time to time determine provided that no cheque or other payment for any amount of more than the amount set out in the Schedule shall be made or issued except on the signature of or the electronic authorisation by at least two (2) people one of whom must be a Board Member. Cheques or other negotiable instruments paid or payable to the bankers of the Club for collection requiring the endorsement of the Club may be endorsed by such person or persons as the Board shall from time to time appoint.
- 28.4 If the Club has appointed a Chief Executive Officer or General Manager pursuant to Rule 22.5 then any such Chief Executive Officer or General Manager shall have the authority to sign cheques or to electronically authorise transactions up to the amount set out in the Schedule before requiring the additional signature of a Board Member.
- 28.5 The Treasurer or Chief Executive Officer or General Manager as the case may be shall keep, or cause to be kept, full and proper accounts and records of the income and expenditure of the Club, and of the matters in respect of which such income and expenditure arises and takes place respectively and of the assets and liabilities of the Club, and of all its other financial transactions and shall produce accounting records, properly maintained and complying with all relevant standards, when required by the Board.
- 28.6 Copies of the financial statements shall be supplied to each Board Member within two (2) months after the end of the Club's financial year and shall also be available for inspection by Club Members at the Club's registered office.
- 28.7 The Board shall ensure that in each year the financial statements shall be subject to review by a suitably qualified person. The Board shall nominate a suitable nominee or nominees to the AGM for approval who shall not hold any other office in the Club. The Board shall be responsible for defining the extent and purpose of all such reviews and shall have, if circumstances warrant, the power to require a full audit of the Club's affairs or any part of the Club's affairs.

29.0 COACHING AND MANAGEMENT APPOINTMENTS

- 29.1 The Board shall have the right to define the staffing requirements for the coaching and managing of playing teams as they from time to time deem necessary.
- 29.2 Subject to Rule 29.3 any coaching or management appointment shall be made by the Board prior to the commencement of each playing season after the position has been advertised in at least one public newspaper.
- 29.3 The Board shall have the right to engage any coach or manager for a maximum term of two (2) years either at the time of the initial engagement or by extending the initial term by a further one year at the end of the coach's or manager's first term and in such case it will not be necessary to advertise the position.

- 29.4 The Board shall draw up a contract between the Club and any appointed coach or manager setting out his or her terms and conditions of employment and shall have the right to determine his or her remuneration (if any) and/or general expenses (if any).
- 29.5 For the purpose of Rule 31 hereof any appointed coach or manager shall be deemed to be a Club Member

30.0 SPONSORSHIP

- 30.1 Subject to the other provisions of this Rule, only the Board shall have the power to enter into sponsorship contracts on behalf of the Club provided always that every such contract shall be in writing and further provided that no such contract shall contain provisions tending to give any person, company or organisation other than the Board, control over the Club and further provided that any advertising or publicity required by the sponsor shall not affect the dignity and good offices of the Club or any player.
- 30.2 Neither the Club nor any of its Members may enter into sponsorship arrangements which are contrary to these Rules or to any regulations or guidelines from time to time established by NZF or the Federation for that purpose.
- 30.3 Neither the Club nor any of its Members may enter into any sponsorship arrangements which are inconsistent with any sponsorship of NZF or the Federation.
- 30.4 The Club may not enter into any sponsorship or charitable arrangement which causes conflict with sponsorship or charitable arrangements which are held by a Permanent Member and are specified in the Permanent Members' Contract.

31.0 MISCONDUCT

- 31.1 Where it is alleged that any Member has been guilty of any breach of these Rules, then, the Board shall have power to investigate such alleged offence and if the offence is proved, impose such penalty or penalties in accordance with the Rules of the Game, NZF or the Federation rules or regulations, FIFA rules or regulations or these Rules.
- 31.2 When any meeting of the Board is held for the purpose of considering any matters referred to in Rule 31.1 hereof, the Member or Members concerned shall be given at least seven (7) days' notice in writing of that meeting, any such notice to contain full particulars of the relevant allegations and that Member or Members shall be entitled to be present and be represented and to respond at that meeting. The decision of the Board shall be supplied in writing to the Member or Members concerned within seven (7) days of the conclusion of the relevant meeting.
- 31.3 The penalties which may be imposed by the Board in accordance with this Rule (subject to appeal to the Federation) shall include expulsion, disqualification or suspension from the Club for a stated period, or a fine or a reprimand.

- 31.4 The effect of suspension for any period shall be that the Member may not during the period of suspension take part in the Game, nor be in any way connected with the administration of the Game in any capacity whatsoever.
- 31.5 Any Member who contravenes any expulsion or suspension or fails to pay any fine or comply with any other penalty imposed shall be deemed to have committed a further breach of these Rules and will be liable to be dealt with in accordance with the provisions of these Rules.
- 31.6 Any Member shall have the right of appeal to the Federation against any decision of the Board made under this Rule by the serving of a written notice on the Club setting out the grounds for appeal, any such notice to be served on the Club within seven (7) days of the Board's decision being made available to the Member. Any such appeal shall be dealt with in accordance with such regulations as the Federation may from time to time promulgate for the purpose.

32.0 DISPUTES

Any dispute that any Member may have with NZF, or the Federation or with another Member concerning the Laws of the Game or these Rules shall be dealt with pursuant to the rules of the Federation.

33.0 MEMBERS FUNDRAISING

Members, whether severally or jointly, wishing to promote any fundraising activities in the Club's name, whether on the Club's premises or elsewhere shall first have the written consent of the Board.

34.0 ALTERATION OF CONSTITUTION

- 34.1 Except when required by NZF or the Federation pursuant to Rule 6.2 hereof (when the provisions of the Rule shall apply), and except when any repeal, variation, amendment or addition affects the Club's objects, or its personal pecuniary profit Rules or its winding up Rules (when any such repeal, variation, amendment or addition shall not be approved without the prior consent of the Inland Revenue Department) these Rules shall only be repealed, varied, amended or added to with the consent of all Permanent Members.

35.0 COMMON SEAL

The Board shall adopt a common seal and such seal shall be under the control of the Board. The common seal of the Club shall be deposited at the Club's registered office and shall only be affixed to any document pursuant to a resolution of the Board and in the presence of not less than two (2) witnesses one of whom shall be a Board Member and the other of whom shall either be a Board Member or the Chief Executive Officer or General Manager.

36.0 WINDING UP

The Club may be disbanded and wound up voluntarily pursuant to Section 24 of the Incorporated Societies Act 1908 by a resolution of all financial Members present at a Special General Meeting of the Club called for that purpose. On any such winding up, the assets of the Club, after payment of all liabilities, shall be paid or transferred to the Federation or to another Incorporated Society with objects similar to those of the Club, for the benefit of amateur football and of the community in the district over which the Federation has jurisdiction provided always that no pecuniary benefit shall accrue nor any payment be made or distributed to any Member as a result of any such winding up.

37.0 NOTICES

- 37.1 Notices to be given to the Club shall be sent to its registered office, to its nominated secure post box, or electronically to its nominated email address and may be faxed to any fax number appropriately advised from time to time by the Club for the purpose so long as a confirmation copy is sent by pre-paid mail on the same day.
- 37.2 Except in respect of General Meetings, notices to be given to Members shall be delivered personally or sent through the post in a prepaid letter, envelope or wrapper addressed to the address of the Member shown on the register of Members or sent electronically via email to the email address of the Member shown on the register of Members.
- 37.3 Any notice sent by post or electronically by email to a Member shall be deemed to have been served on the second day following that on which the letter, envelope, wrapper or email containing the same is posted or electronically sent. In proving the service of the notice it shall be sufficient to prove that the letter envelope or wrapper containing the notice was properly addressed and posted or that the email containing the notice was properly addressed and emailed without return notification of a failed delivery.

38.0 COMMUNICATIONS

- 38.1 The Club shall nominate one person, either from its membership or otherwise, as its official point of contact with the Federation.
- 38.2 Upon such person being nominated whether initially or by way of replacement, the Club shall forthwith notify the Federation of the name, address, and preferred method of communication of that person.
- 38.3 The Federation shall maintain a register of all such Club nominees and shall not be obliged to communicate with any other person in that Club.
- 38.4 In default of notification to the Federation of any such nomination the Federation shall communicate only with the Club's Secretary.

39.0 GENERAL

Any matter not provided for in these Rules shall be governed by the rules and regulations of NZF or the Federation and where these Rules conflict with the rules and regulations of NZF or the Federation then the latter shall prevail to the extent of the inconsistency.

40.0 SCHEDULE

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| 1. Name of Club (Rule 2) | <i>Franklin United Football Club Incorporated</i> |
| 2. Club Colours and Emblems (Rule 7) | <i>Red, Black & White. Logo as attached.</i> |
| 3. Maximum Amount of Investment (Rule 21.4.10) | <i>\$10,000</i> |
| 4. Amount regulating a major transaction (Rule 23.2) | <i>\$20,000</i> |
| 5. Maximum Amount of Board's Authority (Rule 23.3) | <i>\$20,000</i> |
| 6. End of Financial Year (Rule 28.1) | <i>October 31st</i> |
| 7. Amount regulating issue of cheques (Rule 28.3) | <i>\$300</i> |
| 8. Amount regulating signing authority of Chief Executive Officer or General Manager (Rule 28.4) | <i>\$1,000</i> |

FRANKLIN UNITED LOGO

