

# **TAEKWONDO UNION OF NEW ZEALAND INCORPORATED**

## **CONSTITUTION & RULES**

### **1. Name**

- 1.1 The name of this organization shall be the Taekwondo Union of New Zealand Incorporated.

### **2. Objects**

- 2.1 To promote the Korean martial art and sport of Taekwondo to as many New Zealanders as possible, irrespective of age, sex, race or physical ability.
- 2.2 To organize Taekwondo seminars.
- 2.3 To organise Taekwondo gradings.
- 2.4 To organise Taekwondo tournaments.
- 2.5 To organise public demonstrations of Taekwondo.
- 2.6 To arrange for the participation of members in international Taekwondo competitions and events.
- 2.7 To keep members informed through the production of a regular newsletter.
- 2.8 To purchase, lease or rent any premises or equipment necessary to meet the objects of the Union.
- 2.9 To sell, dispose or otherwise deal with any property of the Union.
- 2.10 To employ or contract the services of Instructors, Managers or Coaches as required.
- 2.11 To collect and receive fees and subscriptions from members.
- 2.12 To administer and invest Union funds in a responsible manner.
- 2.13 To apply Union funds in furtherance of the objects of the Union.
- 2.14 To do all such other legal acts that shall be conducive to the promotion of Taekwondo in New Zealand.
- 2.15 To raise funds to assist in meeting any of the above objectives, including borrowing moneys on such terms and on such security as may be required.

### **3. Membership**

- 3.1 Open to all those Taekwondo Clubs and Taekwondo Club members who support the objects and rules outlined in this Constitution. Any Clubs affiliated to the Union must require all Club members to apply for membership of the Union.
- 3.2 Applications for membership are made to the Union's Executive Council who are empowered to accept or reject any such application without assigning any reason thereto.
- 3.3 Members join the Union by way of payment of subscriptions or fees (except in the case of Honorary Members).
- 3.4 Membership relates to the period covered by the Union's financial year (1 April to 31 March). Members who join after 1 October in any financial year shall pay half the designated subscriptions or fees.

- 3.5 The amount of subscriptions or fees may be amended and determined from time to time by the Union's Executive Council.
- 3.6 There shall be six (6) classes of membership, each with varying rights and obligations.
- 3.6.1 Instructors comprise those instructors of Union member clubs who have paid the designated subscriptions or fees due by themselves and their Club's members in respect of the current financial year.
- 3.6.2 Members comprise those students of Union member clubs who have paid the designated subscriptions or fees in respect of the current financial year.
- 3.6.3 Social Members constitute any parents of members, partners of members, or friends of the Union, who, for payment of a nominal annual fee or subscription, become members of the Union.
- Social members are welcome to attend General Meetings but do not have voting rights. In return for their subscription they shall receive a membership certificate and may attend any functions or events organized by the Union free of charge or at a subsidized rate, as determined by the Executive Council.
- 3.6.4 Honorary Members are those persons who, through rendering outstanding service to the Union, or greatly assisting the Union in meeting its objects, or through excelling in Taekwondo, have been recommended by the Executive Council of the Union for Honorary Membership and this has been subsequently approved at the AGM.
- Honorary members pay no fees or subscriptions and do not have voting rights but are otherwise entitled to all membership privileges.
- 3.6.5 **Life membership may be bestowed upon any Member of the Union who in the opinion of the Executive Council has rendered long and special service to the Union. Any proposal for life membership shall be nominated by the Executive Council and proposed at the Annual General Meeting. Such proposal must be approved by not less than 2/3rds of those present and entitled to vote. No more than two Life Members shall be elected in any one year. Life Members retain all the membership privileges that they previously enjoyed but are not liable to pay annual membership fees.**
- 3.6.6 Non Union Affiliate Clubs and members are those clubs and members who have paid to the Union their affiliated subscriptions or fees in respect of the current financial year.
- A Non Union Affiliated Club or member is bound by the following criteria:
- All affiliate clubs pay a one off joining fee of \$100.00 to the Union as an affiliate member.
  - The individual member pays a membership fee as set by the Executive Council of the Union, which is the same as that which Union members pay.
  - All affiliate members are entitled to participate in all Union activities as if they were a full member of the Union.
  - All affiliate members are entitled to compete in New Zealand and overseas as part of the Union team.
  - Affiliate members however are not entitled to the Union travel subsidy.
  - All affiliate members are not entitled to voting rights, they may however make submissions to the Union for discussion.
- 3.7 At the discretion of the Executive Council and in accordance with the Rules of the Union, any member joining the Union from another Martial Arts Organisation may retain their current grade or rank.
- 4. Termination of Membership**
- 4.1 Membership will be terminated under any of the following circumstances:

- 4.1.1 Where subscriptions or fees have been outstanding for two months or more;
- 4.1.2 Where the member voluntarily terminates their membership by advising the Union, either verbally or in writing, that they are leaving;
- 4.1.3 Where the member breaches the Rules of the Union, by a simple majority vote of the Executive Council;
- 4.1.4 Where a member behaves in such a way as to bring the Union or Taekwondo into disrepute, by a simple majority vote of the Executive Council.
- 4.2 **All terminations of membership, with the exception of voluntary termination, may be subject to appeal to the Executive Council in writing.**
- 4.3 **There shall be no refunds of membership fees where membership has been terminated for any reason whatsoever.**
- 4.4 **The Executive Council by a simple majority vote may suspend any or all of a members privileges (including, but not limited to, voting rights, funding, instructor/examiner status, tournament entry, grading access, attendances at any Union seminar or other organized event) in any of the following circumstances:**
  - 4.4.1 **In any case where membership can be terminated if it is viewed that suspension is more appropriate;**
  - 4.4.2 **Where the member's behaviour or conduct does, or has the potential to, reflect badly on the Union (but not so as to bring the Union into disrepute);**
  - 4.4.3 **In any other circumstance where the member's behaviour or conduct is such that the Executive Council views it as being sufficiently serious to warrant disciplinary action of that member.**
- 4.5 **The length of any suspension shall be at the discretion of the Executive Council and there is nothing to prevent the Executive Council imposing an indefinite suspension provided the Executive Council specifies what the member is required to demonstrate to have the indefinite suspension lifted and reviews the indefinite suspension at least once every six (6) months.**
- 4.6 **Except where 4.4.1 applies, before imposing any suspension the Executive Council must consider whether a formal warning to the member is a more appropriate sanction, and if it is of that opinion then a formal warning will be issued to the member and no suspension shall be imposed.**
- 4.7 **The member has the right to appeal the Councils decision through a Judiciary Committee convened for this purpose by the Council, which need not be comprised of members of the Council, and which has the power to overturn the Council decision.**
- 4.8 **Any suspension does not affect the membership fee payable by the member.**
- 4.9 **Notice:**
  - 4.9.1 **Notice, shall be deemed to be given when the member has been advised in writing at their last known address.**
- 5. Alteration of Rules
  - 5.1 Any alteration of the Union's Constitution or Rules can only take place at the AGM and must approved by not less than two thirds of those present and entitled to vote.

- 5.2 No addition to or alteration or recession of the rules shall be approved if it affects the personal benefit clause or the winding up clause.
- 5.3 Any approved alterations shall be submitted in duplicate to the Registrar of Incorporated Societies.
- 6. General Meetings**
- 6.1 An Annual General Meeting of the Union shall be held not later than 31 May each year.
- 6.2 Notice of Meeting:
- 6.2.1 At least 28 days notice in writing shall be given to each Club's Instructor, specifying the date, time and place of the Annual General Meeting.
- 6.2.2 The notice shall specify that resolutions to be put before the meeting shall be notified to the Secretary at least 14 days before the date of the meeting.
- 6.2.3 The Agenda for the meeting, the Executive Council's Annual Report and the Annual Financial Statements for the preceding year shall be forwarded to each member Club's Instructor at least 7 days before the date of the meeting.
- 6.3 The Business to be transacted at the Annual General Meeting shall be:
- 6.3.1 To receive and approve the Annual Report and the Annual Financial Statements of the Union for the preceding year.
- 6.3.2 To elect the Officers and Executive Council Members for the current term if their previous term has expired
- 6.3.3 To discuss any other matters of which at least 14 days notice in writing has been given to the Secretary.
- 6.4 Extraordinary General Meeting:
- 6.4. 1 An Extraordinary General Meeting may be convened by the Executive Council or on receipt by the Secretary of a written request by Instructors, or delegates of member Clubs, representing at least one quarter of the members of the Union. The request shall state the objects and reasons for calling such a meeting.
- 6.4.2 Upon receipt of such request, or at their instigation, the Executive Council shall call for an Extraordinary General Meeting to be held within 21 days and notify the Instructors of all member Clubs accordingly.
- 6.5 Persons Entitled to Vote:
- 6.5.1 Persons entitled to vote at the General Meeting shall be members of the Executive Council and Club delegates who shall represent their Club's members, or their respective proxies where the Council member or Club delegate is unable to attend.
- 6.5.2 Details of proxies must be provided to the Secretary at least 48 hours prior to the commencement of the Annual General Meeting.
- 6.5.3 Supporting evidence should be on hand, if called for, in support of voting numbers and may be subject to scrutiny by the Executive Council or their appointee. Should satisfactory supporting evidence not be available when required, the voter leaves open the possibility of those votes being invalidated as ruled by the President. Supporting evidence may include an attendance register, financial records covering the period in question or other evidence the President finds acceptable.
- 6.6 Quorum:

6.6.1 The Quorum of any General Meeting shall consist of at least eight (8) persons entitled to vote of whom not less than four (4) shall be members of the Executive Council.

6.7 Voting:

6.7.1 Voting shall be by show of hands unless a voter demands a ballot.

6.7.2 The Chairman shall have a casting vote in addition to the ordinary vote.

6.7.3 In certain circumstances a postal ballot may be employed to decide an issue.

6.8 Chairman:

6.8.1 The Chairman at General Meetings shall be the President, or in his absence the Vice President.

## **7. Management**

7.1 The Union will be controlled by an Executive Council consisting of four (4) Officers and three (3) Executive Council members.

7.2 The Officers and Executive Council Members shall be in office for duration of two (2) years and shall be elected at the Annual General Meeting.

At the end of the tenure of the current Officers and Executive Council Members, nomination forms will be sent to all Club's Instructors with the written notice of the Annual General Meeting referred to in paragraph 6.2.1 above.

Nomination forms must be signed by the nominee, signifying he is willing to stand for such office, his proposer and a seconder.

The duly completed nomination form must be returned to the Secretary at least 14 days before the date of the meeting. A list of nominees will then be forwarded to all Club's Instructors at least 7 days before the date of the meeting.

Voting for the Officer's and Executive Council Member's positions will then take place at the Annual General Meeting in accordance with paragraph 6.7.1. After 1 April 1994 a nominee for the position of an Officer of the Union must have been a member of the Union during the preceding two (2) years.

7.3 The Officers shall have the following titles and duties:

7.3.1 The President:

7.3.1.1 The President shall be the official representative of the Union in all matters pertaining to the Union. He shall also act as the Union's official representative in all protocol situations. He, or his appointee, shall prepare the Annual Report for submission to the Annual General Meeting.

7.3.1.2 The President shall attend and chair all meetings of the Union and of the Executive Council and shall keep order there-at and decide all points of order.

7.3.2 The Vice President:

7.3.2.1 The Vice President shall assist the President in the discharge of his duties and, in the absence of the President, shall officiate in his stead and exercise the duties and powers of the President.

7.3.3 The Secretary:

7.3.3.1 The Secretary shall:

7.3.3.1.1 Arrange and attend all meetings and record the minutes thereof.

- 7.3.3.1.2 Keep in proper custody all papers and documents pertaining to the Union.
  - 7.3.3.1.3 Attend to all correspondence on behalf of the Union.
  - 7.3.3.1.4 Maintain and keep up to date, in conjunction with the Treasurer, all records and registers of the Union.
  - 7.3.3.1.5 To assist the Treasurer in the collection of subscriptions.
  - 7.3.3.1.6 On request of the President or the Executive Council, immediately produce any correspondence, books, records or property of the Union.
- On ceasing to be Secretary he shall deliver to his successor all books, records and other property of the Union in his possession.
- 7.3.4 The Treasurer:
  - 7.3.4.1 The Treasurer shall:
    - 7.3.4.1.1 Collect monies due to the Union and issue a receipt for cash receipts or when requested.
    - 7.3.4.1.2 Bank all such moneys in the name of the Union in a bank account approved by the Executive Council.
    - 7.3.4.1.3 Disburse all moneys on the authority of the Executive Council.
    - 7.3.4.1.4 Keep an accurate and correct account of all monetary transactions.
    - 7.3.4.1.5 Prepare a Statement of Income and Expenditure and a Statement of Financial position immediately after the close of the current financial year.
- The Financial Statements must be provided to the Secretary so that copies may be forwarded to all Club's Instructors at least 7 days prior to the Annual General Meeting.
- 7.3.4.1.6 Prepare such other Financial Statements, Budgets, Forecasts, or Financial Analyses as may be required by the Executive Council.
  - 7.3.4.1.7 On request of the President or Executive Council, immediately produce any bank statements, receipt books, cheque books, deposit books, invoices, copies of computer records or files or property of the Union.
- On ceasing to be Treasurer, he shall deliver to his successor all financial records, computer files, cheque books and other property of the Union in his possession.
- 7.4 Between General Meetings the Executive Council shall be deemed supreme authority of the union, both Administrative and Managerial.
  - 7.5 The duties and powers of the Executive Council are:
    - 7.5.1 Execute all decisions arrived at during General Meetings.
    - 7.5.2 Requesting the assistance of others in meeting the objects of the Union and delegating such of the powers of the Executive Council as are deemed necessary for such purposes.
    - 7.5.3 Accept, decline, suspend or terminate membership.
    - 7.5.4 Authorize expenditure of the Union's funds in accordance with the Union's objects.
    - 7.5.5 Raise funds consistent with the Union's objects.

- 7.5.6 Borrow money, enter into any leases, credit contracts or hire purchase agreements in the furtherance of the Union's objects.
- 7.5.7 Employ staff as required.
- 7.5.8 Do all other acts as are consistent with the objects and in the interests of the Union:
- 7.6 The Executive Council will hold meetings whenever considered necessary or at the request of any four (4) Council members.
- All Council members must be given at least seven (7) days notice of a meeting except where all Council members agree to accept a lesser period of notice. Notice may be verbal or written.
- 7.7 Four (4) members of the Executive Council shall constitute a Quorum of whom at least three (3) must be Officers of the Union.
- 7.8 Voting at Executive Council meetings shall be by show of hands unless otherwise decided by a majority of those present. Each member of the Council is entitled to one vote. In the event of an equal division of votes for and against a resolution, the Chairman shall have a casting vote in addition to his ordinary vote.
- 7.9 The Chairman at meetings shall be the President or in his absence the Vice President.
- 7.10 In the event of any Officer or Executive Council member ceasing to be a member of the Executive Council, the Council shall appoint a replacement to fill the vacancy until the next Annual General Meeting. Then a new Officer or Executive Council member will be elected who will then serve the remainder of the term of his predecessor..
- 7.11 The Officers and Executive Council Members are all eligible for re-election after their two-year period in office.

## **8. Common Seal**

- 8.1 The Common Seal of the Union shall be in the safe custody of the Treasurer.
- 8.2 All grading certificates issued by the Union shall have the common seal affixed to them by the Treasurer.
- 8.3 Except in the circumstances referred to in 8.2, the Common Seal shall not be affixed to any document except by authority of the Executive Council and in the presence of two (2) Officers of the Executive Council.

## **9. Financial Year**

- 9.1 The financial year shall be from 1 April to 31 March.

## **10. Control and Investment of Funds**

- 10.1 The Treasurer shall be responsible for the accounting of all funds, the issuing of all receipts and the drawing of all cheques.
- 10.2 A bank account may only be opened by way of a resolution approved by the Executive Council.
- 10.3 Two cheque signatories shall be required for the drawing of any cheque, one of whom shall be the Treasurer unless the cheque is payable to the Treasurer. Where a cheque is made payable to any member, that member may not be one of the signatories. Cheque signatories comprise all Officers and any member appointed as a signatory by the Executive Council.

- 10.4 Surplus funds may be invested by the Treasurer with due care and diligence in any Institution registered to operate as a Bank in New Zealand, or any subsidiary thereof.
- 10.5 The income and property of the Union, whensoever derived, shall be applied solely towards the promotion of the objects of the Union as set forth herein and no portion thereof shall be paid or transferred, directly or indirectly, by way of profit to members; provided that nothing herein contained shall prevent the payment in good faith to any member of remuneration for any service actually rendered to, or on behalf of, the Union or the reimbursement of any member for authorized expenses incurred on its behalf.
- 10.6 No member of the Union or any person associated with a member shall participate 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.
- 10.7 Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being the open market value). 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.
- 10.8 An Auditor, not being a member of the Executive Council, shall be appointed by the Executive Council. The Auditor will be required to audit the Annual Financial Statements and prepare a report upon them at the Annual General Meeting.

## **11. Borrowing Money.**

- 11.1 The Executive Council may authorize the borrowing of such moneys on such terms as it thinks fit in furtherance of the objects of the Union.

## **12. Winding Up.**

- 12.1 The Union may be wound up voluntarily in accordance with section 24 of the Incorporated Societies Act 1908.
- 12.2 If upon the winding up or dissolution of the Union there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the members of the Union but shall be given or transferred to some other charitable organisation or body having objects similar to the objects of the Union, or for some other charitable purpose, within New Zealand.

## **13. Property.**

- 13.1 The Union may lease, buy, sell or deal in land and property.

## **14. Saving Clause.**

- 14.1 Any matter not otherwise specifically provided for in this Constitution shall be determined by the Executive Council in such a manner as it shall think fit until the matter can be decided at the next Annual General Meeting.

## **15 Interpretation.**

- 15.1 In this Constitution the word "Union" shall mean the Taekwondo Union of New Zealand Incorporated.
- The word "Council" shall mean the Executive Council of the Taekwondo Union of New Zealand Incorporated.
- The word "Member" shall mean a Member of the Taekwondo Union of New Zealand Incorporated.
- The word "Club" shall mean a Member Club of the Taekwondo Union of New Zealand Incorporated.
- Any words implying the masculine gender include the feminine gender and vice versa.