

THE CONSTITUTION OF STILLWATER BOATING CLUB INCORPORATED

70 Duck Creek Road

Silverdale

Auckland 0993

ALL PREVIOUS CONSTITUTION AND RULES ARE RESCINDED

DATED 3rd August 2025

DEFINITIONS AND INTERPRETATIONS Ref APPENDIX 5

1. NAME The name of the Club is “The Stillwater Boating Club Incorporated”.

REGISTERED OFFICE The registered office of the club shall be at 70 Duck Creek Road
Stillwater, Auckland, 0993

2. PURPOSE

The purpose of the Club shall be

- a) To conduct, administer and maintain a boat club for the benefit of the members
- b) To encourage boating generally and to promote related aquatic sports and the recreation of members
- c) To provide facilities and an atmosphere where members may meet and enjoy companionship and camaraderie with one another.

3. POWERS Subject to the terms of this constitution and the provisions of the Incorporated Societies Act 2022, the Club activities shall be governed by the Committee and have the power:

- (a) To fund its activities by subscriptions or payments from members, fees, or other income
- (b) To employ and remunerate staff
- (c) To carry out legal action
- (d) To form and disband adjuncts
- (d) To purchase take or lease or in exchange or hire or license or otherwise acquire hold mortgage and dispose of any real or personal property and any rights and privileges

which the Club shall think necessary or expedient for the purpose of attaining the objectives of the Club or protecting the interests of the Club or its members.

- (e) To purchase, lease, hire or otherwise acquire, construct and maintain and to sell, exchange or otherwise dispose of buildings, fences, machinery, skids, slipways, hauling out sites, roads, paths, and other works, property or assets whatsoever as may be rendered necessary or expedient for the use of the Club. Any proposal to divest or dispose of the main assets of the club whether by sale, lease or licence, or to be incorporated into an adjunct, must be approved by a two thirds majority of Club Members present at a General Meeting. The main assets include the Club House, Hard Stand/Haul Out Facilities, Dinghy lockers, Jetty/Pontoons and Parking areas.
- (f) To borrow or raise money from time to time by the issues of debentures, bonds, mortgages for any other security forwarded or leased or secured on all or any of the property and/or properties of the Club or without any such security and upon such terms and conditions as to priority otherwise as the Club shall decide. Any proposal for the Club to borrow funds in total exceeding \$25,000 must be approved by a two thirds majority of Club Members present at a General Meeting.
- (g) To invest and re-invest in such securities or assets and upon such terms as the Club shall from time to time think fit, the whole or any part of the funds of the Club which shall not be required for the immediate business of the Club.

- 4. CONSTITUTION RULES Members are obliged to observe all Club rules outlined in the constitution, as detailed in Appendix 1 Club Rules, Appendix 2 Disciplinary Panel Procedures, Appendix 3 Yard Haul Out Application, Appendix 4 Definitions and Interpretations, and any published rules or other binding documents. Appendix 1, 3 & 4 may be amended during a membership year by Committee and communicated to members.

- 5. MEMBERSHIP The Club shall consist of Financial Ordinary Members, Family Members, Life Members, Honorary Life Members, and Associate Members (no voting rights) Junior Members (no voting rights). Application for membership shall be made in writing on the applicable membership application form to the Secretary. The Committee shall have full power to accept or decline any application for membership and shall not be obliged to state any reason for declining any such application. A person provides consent to join the Club (in accordance with the Incorporated Societies Act 2022) by completing and signing the application form.

Membership Types

- 6. FINANCIAL ORDINARY MEMBERS All persons over the age of 18 years interested in the purpose of the Club shall be eligible for ordinary membership.
- 7. FAMILY MEMBERS Shall be two spouses/de facto partners or an individual over the age of 18 years and shall be entitled to bring all children in their care under the age of 18 years to the Club and to use the facilities of the Club. Both adult spouses/partners where applicable shall apply in writing on the appropriate membership application form to the Secretary. On

approval by the committee and payment of joining fees and membership fees they shall be considered as full Financial Ordinary Members and shall be entitled to vote at meetings and may hold positions as Officers of the Club. Individuals under the age of 18 shall not be entitled to vote at meetings or hold positions as Officers of the Club.

8. LIFE MEMBERS The Committee may admit to Life Membership of the Club any Ordinary Member or newly joining Ordinary Member who pays such sum as the Committee with approval of the Club in the General Meeting may from time to time determine. In the case of a newly joined Ordinary Member, such payment shall be in addition to any nomination fee payable by him or her and on completion and acceptance by The Committee of an application for membership. Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership. Life Members shall not be charged an annual subscription fee but shall be deemed to be Financial Members. Life Members remain responsible for payment of other charges to use other club facilities (for example the haul out facilities) as applicable to Financial Members.
9. HONORARY LIFE MEMBER Any person may be proposed by the Committee as an Honorary Life Member in recognition of valuable services to the Club and whenever any proposal of Honorary Life Membership shall be made, 21 days' notice shall be provided prior to and a secret ballot shall be taken at the next subsequent General Meeting held and upon any person proposed for Honorary Life Membership securing a majority of 75% of the members present, he/she shall be deemed a fully elected Honorary Life Member. Such Membership shall extend to the partner (married or de facto) of the Member if applicable. Honorary Life Members are eligible to vote, hold office and enjoy all the rights and privileges of membership. Honorary Life Members shall not be charged an annual subscription but shall be deemed to be Financial Members. However, they remain responsible for payment of other charges to use other club facilities (for example the haul out facilities) as applicable to Financial Members.
10. HONORARY MEMBERSHIP The Committee shall have power to grant Honorary Membership to any person for services rendered to the Club or to the sport of boating generally to any person visiting from any other part of New Zealand or from overseas. The following provisions shall apply only to those Honorary Members granted by the Committee as above:
 - (a) They shall be entitled to all the privileges of the Club but shall not be entitled to any vote nor hold any office.
 - (b) The term of their membership shall not be any longer than one year.
 - (c) The Committee may revoke the grant of Honorary Membership to any person at any time.
11. ASSOCIATE MEMBERSHIP Any person having an interest in the objects of the Club and wishing to support and be associated with its activities but who, in the opinion of the Committee, is unlikely to make use of the boating or other facilities of the Club other than its social and clubhouse facilities shall be eligible for Associate Membership. Application for

Associate Membership shall be in writing and the Committee shall have full power to accept or decline any application for such membership and shall not be obliged to state any reason for so doing. Associate Members shall be entitled only to those privileges of the Club including the use of the facilities of any clubhouse that the Club may own as shall from time to time be prescribed by the Committee but they shall not be entitled to the use of any skids, slipways, hauling out sites or machinery or equipment of the Club, nor will they be entitled to any vote or hold office.

12. RESIGNATION Any member wishing to resign from the Club shall give notice in writing to that effect to the Secretary and pay all the arrears to that date.

13. REMOVAL Any member whose subscription is unpaid, may have his or her name removed from the list of members. Any other member who, in the opinion of the Committee, has been guilty of conduct (whether in the Club premises or elsewhere) unbecoming a Club member or conduct which would bring disrepute upon the Club (whether in Club premises or elsewhere) may have his or her name removed from the list of members. Provided, however, that before taking such action the Committee shall notify them in writing and give the member reasonable opportunity to appear before the disciplinary committee and state his or her case following the relevant processes and rules as set out in Disputes and Appeals (Appendix 2). And, if the member so wishes, the Committee, upon written request of the member shall bring the question of reinstatement of such member before the next ensuing General Meeting of the Club

14. REMOVAL FROM OFFICE

- (a) Any Officer who contravenes section 47(3) of the Incorporated Societies Act 2022 shall be removed from the position of an Officer.
- (b) A member of the Committee may be removed from office for any reason which the Committee deems expedient in accordance with the following:
 - i) The Committee shall convene an Extraordinary Meeting of the Committee to consider the removal.
 - ii) The Committee must give seven (7) days' notice in writing to the Committee Member in question, informing them of their right to appear and be heard at that Meeting.
 - iii) After the Committee Member in question has had the opportunity to be heard, the Meeting may elect to remove them from office by 75% majority vote.
 - iv) If the Meeting elects to remove the Committee Member, such removal shall be effective immediately.
- (c) On receipt of a notice of motion of no confidence in one or more Committee Member(s) signed by twenty (20) individual financial members the Committee shall convene a Special General Meeting.

If a notice of motion of no confidence is raised against more than one committee member or the entire committee, the motion will be discussed at the Special General Meeting. If the motion is carried by a majority of 75% or more, where the entire committee is removed the meeting will appoint three (3) members of the club to assume the governance role until new elections can be conducted at a date set by the special general meeting in accordance with the Incorporated Societies Act 2022.

15. FEES The annual subscription fees of all members and classes of members and nomination fees (if any) shall be proposed by the Committee for the ensuing year at the Annual General Meeting of the Club to be held as hereinafter provided. Members may propose fee changes prior to or at the AGM, for consideration by the meeting. For new members, the annual subscription and nomination fee (if payable) are due on election and if not paid within one month of election such election shall be null and void. In the case of a member being admitted after the commencement of the season, the full year's subscription for the then current season as from the preceding first day of July and nomination fee (if payable) shall be paid by them unless otherwise decided by the Committee. If membership is renewed within 24 months of removal or resignation of membership, the nomination fee may be waived. Nomination fee will be waived when a dependent family member reaches the age of 18 and is required to become a member, provided this occurs within 24 months of reaching 18 years of age.
16. VOTING Unless otherwise required by these rules, the methods of any voting of the election of officers shall be by secret ballot. Individual candidates may request the results of their own vote numbers and what the threshold number to be elected to the committee was from the scrutineers. Voting on all other matters shall be by voice except that the Chairman or any member may require the matter to be determined on a show of hands or when appropriate by secret ballot. Proxy votes are acceptable at AGMs and SGMs except as set out in section 26 and must be in writing and in a form to the satisfaction of the Chairman of the meeting.
17. CLUB OFFICERS The Committee shall consist of up to twelve financial members ("the officers") made up as follows:
- (a) Commodore (Chairperson);
 - (b) Vice Commodore;
 - (c) Treasurer;
 - (d) Secretary; and
 - (e) up to eight Committee Members;
 - (f) the Club Patron (by right of office). – as at 7th Oct 2025 the club does not have a patron

ADDITIONAL NON-VOTING COMMITTEE ATTENDEES

Rear Commodore – The Rear Commodore is an honorary role and has no vote or automatic right to attend committee meetings. The meeting chair may at their discretion invite the Rear Commodore to any or all meetings.

Operational Managers - Committee meetings may be attended by the Club House Manager and Yard Manager at the invitation of the meeting chair.

Club Members – Financial Ordinary Members may attend committee meetings by arrangement with the chair.

The following sub-committees will be formed after the Annual General Meeting as advisory committees to the Commodore and committee:

- (a) Financial Sub-committee comprising of the Commodore (Chair), Vice Commodore and Treasurer, and when required the Club Captain, Club /Bar Manager or independent Club Accountant.
- (b) Building and Facilities Sub-committee comprising of the Commodore (Chair) and Vice Commodore when required, Yard Manager, Club Captain when required, and up to two financial Club members not on the Committee.
- (c) Club Events and Activities Sub-committee comprising of two current Committee members and up to three Financial Club members not on the Committee; to liaise with Club/Bar Manager and Club Captain as required.
- (d) Fishing Sub-committee comprising of two committee members and up to three Financial Club members not on the Committee; to liaise with Club/Bar Manager and Club Captain as required.

Restrictions to appointment of office holders include that:

- (a) An employee or person contracted or employed by the Club shall not hold a position as an officer of the club while employed or contracted to the Club.
- (b) Two adult members of the same family (spouse, de facto or partners) shall not jointly hold executive office positions.
- (c) A family member or spouse/partner of an employee (permanent, periodic or temporary), of the same family membership, or separate financial ordinary memberships, or separate associate memberships, shall not hold any Office Position while any family member is an employee of the Club or contracted to the Club.

The duties of Office bearers are described in Clause 22.

In accordance with sections 112-116 of the Incorporated Societies Act 2022, the Contact Person(s) for the Registrar will be the Secretary and Treasurer (as elected), (It is preferred that the contact person(s) is someone that will have the answers for the Registrar, when requested). Any vacancy or change in the holders of these positions and/or their contact details must be notified to the Registrar within 20 working days after the society first becomes aware of the change. Any vacancy in either position must be filled within 20 working days or an alternative contact person must be appointed by the committee for an interim period until the vacant position is filled.

A person ceases to be an officer of the club if the person:

- (a) resigns office by signing a written notice of resignation and giving it to the Secretary; or
- (b) is removed from office in accordance with the society's constitution; or
- (c) becomes disqualified from being an officer under section 47(3); or
- (d) dies; or
- (e) otherwise vacates office in accordance with the constitution.
- (f) Any Office bearer ceasing to be a member of the Club shall automatically cease to be an Office bearer.
- (g) In addition to section 47(3) of the Incorporated Societies Act 2022, an Office bearer automatically ceases to hold office in the Club if he/she/they:
 - i) Becomes of unsound mind.

- ii) Becomes a bankrupt.
- (h) The notice of resignation is effective when it is received by the Secretary or at a later time specified in the notice.

18. ELECTION OF OFFICERS

- (a) All members putting their names forward to be an officer for the positions on the Committee of the Club, after meeting the eligibility criteria of the Incorporated Societies Act 2022, shall be elected in line with Clause 16, Voting, for the ensuing year at the Annual General Meeting of the Club. The Officers shall be eligible for re-election at a subsequent Annual General Meeting. Casual vacancies of officers may be filled by a vote at a Special General Meeting. In the event of two or more ordinary committee members, or one or more executive committee members resigning during the year, an SGM shall be called to vote on replacements. All members putting their name forward for election must have been a financial member for one full year immediately before nomination.
- (b) All nominations for Officers are to be proposed and seconded in writing and delivered to the Secretary not later than 14 days before the Annual General Meeting. Such nominations shall bear the names of the proposer and seconder and the written consent of the nominee. The Secretary shall post a list of such nominations on the Club notice board, and on the website.
 - i) Proposers, seconders and nominees must be Financial Club members.
 - ii) Separate nominations must be made for each position nominated.
- (c) In the event of insufficient written nominations, the balance of required members may be elected from the floor.
- (d) The Annual General Meeting is to nominate independent scrutineers for the purpose of counting votes/secret ballots using a random selection method. Independent scrutineers shall not be a family member of a person nominated for an office position or a current committee member. Nominees must be nominated by attendees at the meeting and may not be nominated by a committee member.
- (e) Voting is to be in accordance with Clause 16 Voting.

19. CLUB CAPTAIN At its first meeting after the Annual General Meeting the Committee shall appoint one or two of its Ordinary members to be Club Captain(s) and may from time to time prescribe their duties. The Committee at any time may remove the Club Captain(s) from Office and appoint others in their stead. When two club captains are appointed, effort will be made to select a male and female candidate.

20. MANAGEMENT The Committee shall have the entire management and control of the business and affairs of the Club and the Committee's accordingly authorised to exercise all powers and functions and do all the acts, deeds and things which may be exercised or done by the Club save except solely such matters as are expressly referred by these Rules to be exercised or done by the Club in General Meetings.

21. MEETINGS The Annual General Meeting shall be held at the weekend of the first week of August of each year or as soon thereafter as practicable at a time and place fixed by the Committee for the following purposes:

- (a) To receive the Commodore's report, the Treasurer's balance sheet and statement of accounts for the preceding year and seek approval for their adoption.
- (b) To elect officers and members to the Committee for the ensuing year
- (c) To report any Disclosed Conflict of Interest registered with the committee.
- (d) To transact any other business and generally decide on any resolution which may be duly submitted to the meeting.
- (e) A Special General Meeting may be called at any time by order of the Committee or on the requisition signed by at least 20 Ordinary members or five Officers of the Committee, such requisition to state the objects thereof.
- (f) 21 days' notice of an Annual or Special General Meeting shall be given to the members by circular advertisement and website or otherwise stating the objects and business of the meeting. Should any member desire to bring a motion before such meeting, the motion shall (except in the case of an alteration of the Rules which is provided for in Rule 26 hereof) be produced in writing and lodged with the Secretary at least ten days before such meeting. The Secretary will be required to publicise (as described above) the motion no later than 7 days before the meeting.
- (g) There shall be no less than 10 Committee meetings in a Club year. A quorum for any of these Committee meetings should be no less than six Committee members with one being the Commodore or Vice Commodore. Decisions from these meetings must have the majority vote and will be binding. If a quorum is not present, the meeting shall be adjourned for a week and those present at the next meeting will form a quorum.
- (h) The quorum for any Annual General Meeting or any Special General Meeting shall be 20 financial members. The decisions arising from these meetings must have the majority vote and will be binding. If a quorum is not present, the meeting shall be adjourned for a week and those present at the next meeting will form a quorum.
- (i) Any amendments to the constitution must be passed at an Annual General Meeting or any Special General Meeting, refer to section "Alterations To Rules" below.
- (j) The Club pennant is to be approved by members at the General Meeting. Only financial members of the Club shall have the right to fly the Club pennant.
- (k) The draft minutes of an AGM or SGM will be provided to members, in attendance in person or by proxy, within 14 days following the completion of the meeting. Any alterations arising from the draft minutes of the meeting are to be notified to attendees within 7 days of the secretary being notified. Alterations will be advised by way of a completed revised draft set of minutes with adjustments highlighted.

22. DUTIES

- (a) The Commodore or Vice Commodore shall preside at all meetings of the Club and the Committee and in their absence a Chairman to be elected from the Committee. In accordance with Section 26 (1) (f) (vi) of the Act, the Commodore (Chairperson) will not have a casting vote at all meetings he/she is chair of, if there is an equality of votes.
- (b) The Committee must keep and maintain an Interest Register of disclosures made by officers Under Section 58 of the Incorporated Societies Act 2022.
 - i) An officer with a direct or indirect financial interest in a matter must have it entered into the register.

- ii) Must not vote, take part in or sign any document relating to any decision the Committee makes related to the identified conflict of interest.
- (c) It shall be the duty of the Secretary:
- i) To keep a true record of all meetings of the Club.
 - ii) To keep such other records relating to the boats of members or to the racing of member's boats as the Committee shall require from time to time.
 - iii) To keep an up-to-date correct register of all members, name, address, contact details and boats in accordance with the Incorporated Societies Act 2022.
 - iv) To file all documents, records, reports and communications with the Club and to bring them before such meetings as may properly deal with them.
 - v) To notify each new member of their election and provide them with a copy of the Club Constitution and Rules.
 - vi) To conduct the correspondence of the Club.
 - vii) To notify members liable of every Special General Meeting or Extraordinary General Meeting.
 - viii) In case of inability to attend any meetings, to cause the necessary computer files, books and papers to be conveyed to the place of the meeting.
 - ix) To publish the committee meeting minutes on the SWBC website within 7 days of being accepted by the committee.
- (d) It shall be the duty of the Treasurer:
- i) To collect and receive all monies due to the Club and pay all debts due and owing by the Club, passed for payment by the Committee, keep a correct account of all receipts and payments in books provided for the purpose.
 - ii) To produce and distribute to the members 7 days prior to the Annual General Meeting a balance sheet of the receipts and disbursements of the past year and to report generally upon the finances of the Club.
 - iii) To have custody of the funds of the Club and to keep accounts of the same in such a manner as at any time clearly show the true financial position of the Club.
 - iv) To pay all monies collected as soon as practicable and without deduction to the account of the Club with the Club's bankers. (That financial year end on the 30th of June of each year).
 - v) To pay such incidental or sundry payments up to a limit set by the ruling Committee without specific authorisation prior to payment.
- (e) It shall be the duty of the independent Financial Accountant:
- i) The club will engage a professional chartered accountant to oversee the financial affairs of the Club.
 - ii) He/she will prepare monthly financial reports using an approved financial accounting package (such as Xero) and present trial balances, creditors and debtors which they will present to the Club at the monthly Committee meetings.
 - iii) The accountant will also assist the Club on taxation matters and assist where directed to ensure sound financial management of the Club activities maintained.
 - iv) At the Annual General Meeting the Club will elect an "examiner of accounts" who will, at the end of the financial year, examine the Club's accounts for that year. They will report to the Treasurer the year's financial activities at least one month before an Annual General Meeting.
- (f) It shall be the duty of the Club Captain(s):
- i) To make yourself known to and be recognisable to all members of the Club as Club Captain(s)

- ii) To assist the Committee in managing membership relationships and to always protect both parties' right to privacy, reporting directly to the Committee executive only.
- iii) To maintain a good understanding of applicable regulations and trading practice and uphold all Club policies and protocols.
- iv) To assist staff and committee to oversee the operations of the Club with regards to functions and events as required.
- v) To act as MC for Club nights and events as required.
- vi) To liaise with Club/Bar Manager and assist or report any maintenance requirements to Club facilities or equipment if required.

23. **BANK ACCOUNT** An account shall be opened with such bank as the Committee shall, from time to time, determine and the Club's account with such bank shall be operated upon by the signatures of any two of the three club officers nominated from time to time by the Committee for such purpose.

24. **SEAL** The Common Seal of the Club shall be the Seal adopted as such by the Committee and shall be kept in the custody of the Secretary. Whenever the Common Seal of the Club is required to be affixed to any document the affixing of the Common Seal thereto shall be authorised by a resolution of the Committee one of whom shall be the Secretary or the Chairman of the Committee.

25. **AFFILIATION** The Club shall be empowered to affiliate with any other Clubs, Associations or Organisations having purpose like the Club.

26. **ALTERATIONS OF RULES** At any General Meeting of the Club the constitution of the Club may be altered, added to, or rescinded, provided however that 30 days' notice in writing of the resolution embodying the proposed additions, rescissions or alterations shall be given to the Secretary who shall distribute a copy of the resolution to the members 25 days before the meeting. Members may propose further changes to the resolution, these changes must be given to the secretary within 10 days of the meeting to be distributed to members in accordance with Rule 21 and such resolution shall be passed by a majority of at least two thirds of the members of the Club present at such meeting.

27. MINOR OR TECHNICAL AMENDMENTS TO THE CONSTITUTION

- (a) The Committee may amend the constitution as provided for under Section 31 of the Incorporated Societies Act 2022 if the amendment provided
 - i) has no more than a minor effect; or
 - ii) corrects errors or makes similar technical alterations.
- (b) The committee of the Club must, in accordance with its constitution, ensure that written notice of the amendment is sent to every member of the Club.
- (c) The notice must state—
 - i) the text of the amendment; and
 - ii) the right of the member to object to the amendment.

- (d) If no objection from a member is received within 20 working days after the date on which the notice is sent (or any longer period specified in the society's constitution), the committee of the society may make the amendment.
- (e) However, if such an objection is received, the society may not make the amendment under this section.

28. RESOLUTION IN LIEU OF A MEETING

- (a) The Committee may under Section 89 of the Incorporated Societies Act 2022 pass a resolution in lieu of a meeting.
- (b) A written resolution is as valid for the purposes of this Act and the constitution as if it had been passed at a general meeting if it is approved by no less than 75% (or a higher percentage required by the constitution) of the number of members who are entitled to vote.
- (c) A written resolution under this section may consist of 1 or more documents in similar form (including letters, electronic mail, or other similar means of communication) each approved by or on behalf of 1 or more of the persons specified in subsection (2).
- (d) For the purposes of this section, a member may give their approval by—
 - iii) signing the resolution; or
 - iv) giving their approval to the resolution in any other manner permitted by the constitution (for example, by electronic means).
- (e) This section does not limit section 84 (which requires a society to call and hold an annual general meeting).

29. Any changes to the Constitution confirmed at a General Meeting do not come into effect until they have been notified to the Registrar of Societies and approval received.

30. AUDIT The books of the Club shall be checked annually and presented at the AGM (and at such other times as the Executive may direct) by a registered Chartered Accountant appointed at the previous AGM.

31. INDEMNITY

- (a) Committee members shall be indemnified out of the Club's assets for all liabilities incurred by them in the bona fide execution of the duties under this constitution.
- (b) No member shall be liable to contribute towards the payment of any liabilities of the Club (whether on dissolution or otherwise) beyond meeting his/her obligation to pay the subscription laid down by the Constitution and any other personal liabilities to the Club arising in the normal way.

32. WINDING UP Within the conditions of the Incorporated Societies Act 2022, the winding up of the Club or upon the dissolution thereof by the Registrar, the assets and funds of the Club after payment of all debts and the expenses of winding up shall be disposed of to a similar non-profit organisation in the area as determined by the club members in a general meeting. No distribution of assets or funds shall be made to any member.

Appendix 1

Stillwater Boating Club Rules

This club house is intended for the general relaxation of members, committee meetings and club activities.

The following Rules are to ensure a comfortable and safe environment for our members and their visitors and

to comply with current liquor licensing requirements, and will be enforced by the Bar Manager, the Club

Captain and/or committee members.

- Offensive language or behaviour by members or their guests will not be tolerated.
- Persons under the age of 18 will not be served alcohol, it is illegal to purchase alcohol for anyone under 18 years of age unless you are their parent or legal guardian.
- Intoxicated persons will not be served alcohol and will be asked to leave the premises.
- No alcohol to be brought onto the premises, or the area defined as the licensed premises, or to take any alcoholic purchases off the premises.
- A reasonable standard of dress is required, no wet weather gear, no soiled work boots, no bathing suits, bare feet or bodies unless a Flag Officer or Club Captain has granted special dispensation.
- Members using the club house must always carry their membership cards and present them on request.
- All visitors MUST be signed in by a financial club member. This member will be responsible for the visitors conduct for the duration of their visit. The visitor's book is situated next to the bar.
- Children will be the responsibility of their caregivers who are to ensure that their behaviour does not upset other members anywhere within the club premises.
- Dogs are not permitted in the designated licensed areas as per our licence during opening hours. This includes the deck and grassed areas around the club house.
- The Club Captain, any flag committee member or the Bar Manager reserve the right to decide what constitutes serious misconduct relating to the responsibilities set down in the Sale and Supply of Alcohol Act 2012 or the club rules. Any instances of serious misconduct by a club member or their visitors will result in an immediate banning from the premises pending disciplinary proceedings. The club member or the club member signing in the offending visitor will be asked to attend the first available meeting of the club's disciplinary committee.

APPENDIX 2

DISPUTES AND APPEALS

1. All members of the STILLWATER BOATING CLUB INCORPORATED will be covered by these rules and may be subject to penalties, sanctions or orders imposed by the Disciplinary Committee.
2. If the conduct of any member should be reported as objectionable, a member, guest, visitor, staff member or any member of the public making the complaint shall do so in writing to the Commodore, as soon as practical and no later than one calendar month after the incident, on the Complaint Form as prescribed by these By-Laws. If the complaint is against the Commodore refer to 5b
3. The Complaint Form will include:
 - a) The name of the Complainant.
 - b) Their membership number or position held within the Club (if any).
 - c) The name of the person complained about (respondent).
 - d) The date, time, and location of the incident.
 - e) The nature and details of the incident.
 - f) The name of witnesses (if any).
 - g) The remedy sought by the complainant.
4. Upon receipt of a complaint, the Committee will decide whether a Disciplinary Committee needs to be convened within 14 days or within a reasonable time as circumstances permit. In the event of a complaint being made against a member of the Committee, a Disciplinary Committee will be convened by the Manager.
5. Depending on the seriousness of the complaint and at the discretion of the Commodore and/or Vice Commodore, the respondent may be immediately notified that they are suspended pending an investigation and/or until a hearing if any. If the complaint is about the Commodore and/or Vice Commodore, the Secretary will communicate this to the respondent.
 - a) The Disciplinary Committee will consist of two (2) members of the Committee and two (2) ordinary members of the club who have no actual, apparent or perceived bias in relation to the respondent.

b) If the complaint is against a Committee Member the Commodore and/or Vice Commodore the Secretary will co-opt two financial Club Members who have no actual, apparent or perceived bias in relation to the respondent.

6. Prior to any hearing, the Disciplinary Committee will endeavour to obtain any witness statements as appropriate to the complaint. In all cases the witness statement(s) will be provided to the respondent prior to the hearing and will be tabled at any mediation or hearing.
 - a. Witnesses may or may not be called to, or requested to attend, any mediation or hearing in person as deemed appropriate.
 - b. The Disciplinary Committee may, where they deem appropriate, use Restorative Justice or Mediation in the first instance before taking the complaint to a Disciplinary Hearing. This will be at the discretion of the Disciplinary Committee.
 - c. The respondent will be notified of the complaint against them as soon as practically possible considering potential sensitive issues and difficulties that may arise from the complaint.
 - a) Notification will be via email sent to the email address in the Clubs' register of members or, in the event the respondent does not have an email address in the Clubs' register of members, to their mailing address in the Clubs' register of members.
7. At the time of notification, the respondent will be given a minimum of 7 days' notice of the date and time of the mediation meeting or hearing. The respondent may request a different date and/or time however any request to change is at the discretion of the Disciplinary Committee.
 - a) In the event that the respondent does not attend, the meeting or hearing will be heard in their absence.
8. The respondent shall be supplied with any statements relating to the complaint that are obtained after receipt of the complaint which have not previously been provided to the respondent.
9. The respondent is entitled to be represented at the hearing by legal counsel who holds a current practicing certificate. In addition, they may bring one (1) support person of their choice to the meeting. Any support person attending will not be permitted to cross-examine any witnesses or make submissions on their behalf.
10. The Disciplinary Committee may bring a Club legal representative to any meetings or hearing.

11. The Disciplinary meeting or hearing will be audio recorded for accuracy which will be saved on the Club computer servers for a minimum of 12 months where possible but may be kept for a longer period.
 - a) Neither the Complainant nor Respondent will be permitted to record proceedings. A transcript of the meeting may be requested and will be supplied to either party within fourteen (14) days.
12. At any time during the hearing the Disciplinary Committee may adjourn or halt proceedings to obtain any legal or other advice, information, witness statement/s or for any other reason it sees fit. The proceedings will be recommenced at a time set by the Disciplinary Committee.
13. At the conclusion of any meeting or hearing the Disciplinary Committee may take up to seven (7) days to deliberate and reach a decision. Once a decision has been made the Disciplinary Committee will notify both the complainant and the respondent of their decision in writing and the reasons for the decision within three (3) working days.
14. The respondent will have seven (7) days to notify the Club of any wish to appeal the decision. The notification must be in writing either in hard copy mailed to the Stillwater Boating Club Incorporated or sent via email to the Secretary at secretary@swbc.co.nz. If the complaint is about the secretary, the email will be to the Commodore.
 - (a) The respondent will have up to a further seven (7) days to notify the grounds for their appeal on the Appeal Form.
15. On receipt of an appeal notice an appeals Committee will be convened. The Appeals Committee can not include any of the members of the original Disciplinary Committee.
16. The Appeals Committee will be given all information, statements, recordings, video, transcripts and any other evidence as gathered during the Disciplinary proceedings. They may at their discretion obtain new information, witness statements or advice they deem necessary.
17. The Appeals Committee will set a date and will inform the respondent as per and the process will follow the same process as the Disciplinary Committee.
18. The Appeals Committee decision will be final, and no further appeal will be permitted.
19. At all times during the process the privacy of all parties must be respected by all.

APPENDIX 3

Haul Out & Hardstand Application

APPLICANT'S DETAILS (PLEASE PRINT)

Boat Owner Name: _____ Membership No: _____

Address: _____

Home Phone: _____ Work: _____

Mobile: _____

Email Address: _____

Boat Name: _____ Hull/Keel Type: _____

Length: Beam: _____ Draft: _____ Weight: _____

Name of Insurer/Policy Number: _____

Proposed date for haul out: ____/____/____

Deposit \$175 on booking: Received Yes or No

Terms & Conditions for Operation and Safety Rules for Haul Out, Hard Stand and Grid General

All activities and tasks on the ramp, handstand, and grid area must prioritise the safety of individuals and the public nearby, adhering to Club, Auckland Council, Environmental, Health & Safety, and other applicable regulations.

The Yard Manager or any Committee Member has the authority to halt any operation or work deemed unsafe. Work will only resume once the safety concern is satisfactorily resolved to the Yard Manager's or Committee Member's satisfaction.

Key Rules for Haul Outs, Hardstand, and Grid Usage:

1. Skippers are permitted to work on their boats in the hardstand between the following hours:
 - a. Monday-Saturday: 7:30 am - 8:00 pm
 - b. Sunday: 10:00 am - 6:00 pm
2. Please follow all safety instructions posted on the designated board in the hardstand area.
3. Declare any hazardous substances stored on your boat to the Yard Manager and provide the corresponding material safety data sheets (MSDS) for proper handling in case of spills or ingestion.
4. Skippers must remain aware of others working in the hardstand and prioritize everyone's safety.
5. Sleeping or living on boats in the hardstand or on the grid is prohibited.
6. No alcohol consumption is allowed while working in the hardstand or on the grid.
7. Parking in the yard is not permitted unless pre-arranged with the Yard Manager.

Non-compliance with these rules may result in permanent suspension from using the hardstand and the grid.

Haul Out/Re-Launch Process and Responsibilities:

Before Your Haul Out: Ensure you have completed the following before your scheduled haul out:

1. Read, sign, and email the Haul Out Agreement to the Yard Manager.
2. Attach a copy of your valid insurance certificate to the agreement. The certificate must show current and full comprehensive coverage.
3. Complete payment for the haul out prior to your scheduled date.

4. The Skipper must enlist capable assistants to help with both the haul out and re-launch.
5. Boats exceeding 8 tonnes and/or 10 meters in length WILL require an official weight certificate.
6. If you require use of the jetty, pre-book it online through the booking form.

On the scheduled date and time:

1. The Skipper and assistants will help the Yard Manager assemble the cradle on the trailer.
2. During the pre-arranged low tide, the Skipper will assist the Yard Manager in lowering the trailer down the ramp.
3. When the tide allows the boat to float onto the cradle (typically at high tide), the Skipper and assistants will position the vessel onto the cradle for haul out. Once securely positioned, the Skipper will give consent to begin the haul out.

Safety During Haul Out:

The Yard Manager is responsible for ensuring the safety of the operation and the public during the haul out.

This includes:

1. Closing the ramp to other users.
2. Directing the public to maintain a safe distance.

Re-Launch:

1. A minimum of 3 business days' advance booking is required for re-launch. If your re-launch requires less than 3 days' notice, full payment is due upfront.
2. The Skipper must be present at the pre-arranged launch time. If the Skipper is not present, the vessel will not be launched, and a relaunch fee will apply.
3. The Skipper and assistants are required to be present onboard the vessel for the entire re-launch process and are solely responsible for the vessel during this time.

Skipper-Owned Cradles/Trolley Guidelines

Skippers are welcome to use their own cradle or trolley for haul out and re-launch, provided they follow these guidelines:

1. You must obtain written approval from the Yard Manager before using your cradle or trolley.
2. Deliver your cradle to the yard no earlier than 7 days before your scheduled haul out and remove it within 7 days after your re-launch. Cradles left outside this window will incur yard storage fees until removed.
3. The Yard Manager will perform a thorough inspection of your cradle or trolley, including:
 - a. Visual inspection for defects or excessive rust.
 - b. Assessment of the structure's ability to safely carry your vessel's weight.
 - c. Evaluation of the cradle or trolley's stability during the haul-out operation.
4. The Yard Manager's approval does not absolve you, the Skipper, of responsibility for the adequacy and safety of your cradle or trolley under Stillwater Boating Club's haul-out conditions.
5. If the Yard Manager disapproves the use of your cradle or trolley due to safety concerns, it cannot be used. You will be required to remove it from the hard stand and the Stillwater Boating Club area within 7 days. Storage fees will continue to accrue for unremoved cradles after this timeframe.
6. If you disagree with the Yard Manager's assessment, you may provide a "Certification of Fitness for Purpose" from a chartered civil or mechanical engineer. This certificate must be dated after the Yard Manager's initial disapproval and address the specific concerns raised.

DECLARATION

I/We the owner(s) of the above craft apply for use of the Stillwater Boating Club's facilities and the services of the Yard Operator for the hauling out, storage and/or launching of the craft on dates to be arranged with the Stillwater Boating Club.

I/We the owner(s) of the craft jointly and severally agree:

1. to be bound by the Rules of the Yard, the conditions of storage of yachts and launches and best practices to be followed for hauling and maintenance of vessels.
2. in the event that the period of three (3) months expires, the applicant must apply for an extension of time in writing to the Yard Manager setting out the length of the extension and works to be completed with a date schedule. If approved the Yard Manager will advise in writing the extension of time granted and the relevant fees for the approved period.
3. pay the Stillwater Boating Club all sums due and payable by me/us within seven days (7) following the date of invoice. Stillwater Boating Club reserves the right to recover any debt via use of a debt recovery agency and may on charge collection costs if a third-party debt collector is needed to retrieve any monies owed. Vessels for which hardstand and haul out fees remain unpaid may be sold to defray costs.
4. that this application and the corresponding schedule of charges apply. For avoidance of doubt, the Committee of the Stillwater Boating Club reserves the right to increase the schedule of charges at any time giving one months' notice.
5. to be solely responsible for the safety of the craft whilst on the yard or being hauled out or launched.
6. to be solely responsible for the suitability and safety of any cradle on which the craft is hauled, launched, or stored.
7. to comply with all legal requirements including without limitation all Health and Safety requirements under the requisite legislation.
8. to take all measures necessary to protect the environment and avoid pollution of any nature.
9. to the fullest extent permitted by law, to indemnify the Stillwater Boating Club against all claims made against the Stillwater Boating Club in respect of the haul out, storage or launching of the craft.
10. to advise the Stillwater Boating Club immediately if there is any change in the ownership of the craft and to give full contact details in respect of the new owner. Until such time as the Stillwater Boating Club is notified and agrees to update its register to reflect the change in ownership, the previous owner shall be responsible for the craft, its obligations, and any amounts payable to the Stillwater Boating Club.
11. if any of the preceding rights of the Stillwater Boating Club are breached and/or the obligations imposed on the owner(s) are not completed, the Stillwater Boating Club shall have the absolute right (at its sole discretion) to refuse haul out of the vessel.

By signing this application, you agree you have read, understood, and agree to be bound by these as they are applicable to your circumstances.

Signature of Appli-

cant: _____ Name: _____

Date: _____



Appendix 3

BOAT YARD FEES

Effective 18th August 2025

Yard Management Email: yard@swbc.co.nz Website: www.swbc.co.nz

All prices are exclusive of GST

Haul Out and Relaunch	\$175.00 Each Way	- All haul outs/realunches are tide and weather dependent - Yard fees are applicable for total stay – no exceptions - Yard fees are applicable if cannot be returned within the 24hr period. Tide and weather dependent.
Haul Out/Wash/Return	\$350.00 24hrs Only	
Waterblast	Hourly Rate	- \$35 per 30mins thereafter - Cost per hour for yard staff to carry out water blasting on behalf of the member is not included in the water balster hirage.
Vessel 12m and below	\$70.00	
Vessel 12m and above	\$80.00	
Staff	\$40.00	
Hardstand Fee	Day Rate	Booking required for Haul Out - Multihull x 1.5 of daily rate. - Yard stay is 3 months only, if an extension is required this must be done in writing/email two weeks prior. - Approval is at the discretion of the yard manager.
(0 - 3 Months)	\$12.50 Per Day	
(3 - 6 Months)	\$30.00 Per Day	
(6 - 9 Months)	\$40.00 Per Day	
(9 - 12 Months)	\$50.00 per day	
No stay over 12months		
Club Cradle Fees	Day Rate	- Yard stay is 3 months only, if an extension is required this must be done in writing/email two weeks prior - Approval is at the discretion of the yard manager.
(0 – 3 Months)	\$10.00	
(3 + Months)	\$16.00	
Dry Shelter	Day Rate	- If an extension is imminent, 2 weeks notice is required in writing/email. - Approval is at the discretion of the yard manager
(4 Week Maximum Stay)	\$30.00 Per Day	

Jetty Docking Member Member > 7 Days Non Member Two week maximum stay	Overnight \$10.00 \$25.00 \$50.00	Booking required for all Jetty Docking - See website for jetty booking form - Only dock if booking has been confirmed. - Billed at the end of each month - Internet only payment - Spaces limited – keep loading zones clear
Dinghy Docking – Jetty Off season Dinghy docking is limited and only allowed to approved members. A monthly fees is applicable. Inquiries: yard@swbc.co.nz		Loading and unloading only - Dinghys are not to be left docked to the jetty for any reason. - Please move your dinghy to the dinghy lines provided either side of the ramp.
Grid Docking Member Non Member	Per Tide \$20.00 \$100.00	Booking required for all Grid Docking - Only dock if booking has been confirmed and terms of use signed off. - Billed at the end of each month - Internet only payment
Yard movments Owners request	Per shift \$150.00	- To be requested via email/writing - Includes: Lifting/ re positioning vessel Turning vessel around Moving in/out of dry shelter
Clean-up - Environmental Yard space - members area Non compliant Fines Any fines incurred to the club via members actions.	Per hour \$100.00 All costs to be paid All costs to be paid	- Environmental regulations require all works rubbish and debris be controled and cleared as you go. Please ensure the area around your vessel is clean and cleared at the the end of each day. - Read terms and conditions detailed within the haul out agreement.
Dinghy Lockers	Annual Rate \$240.00	- There is a wait list for dinghy lockers, please contact the yard for information: yard@swbc.co.nz

Appendix 4

DEFINITIONS AND INTERPRETATION

Definitions: In this Constitution and the Standing Orders and By-laws, unless the context otherwise requires:

“Adjunct” means an adjunct or section of the club formed for sporting and special interest groups within the club.

“Affiliated Club” means a club which is a member of Clubs New Zealand Incorporated or some other club or association through whom the Stillwater Boating Club Incorporated has an arrangement for reciprocal visiting rights for members, irrespective of whether the other club has an alcohol licence or a permanent chartered or not.

“Annual Subscription” is the amount payable annually by members in accordance with

“Auditor” means the Clubs auditor pursuant to

“Authorised Customer” has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“Authorised Visitor” has the same meaning as defined in section 60 of the Sale and Supply of Alcohol Act 2012 or any amendment or replacement thereof.

“By-laws” means the processes (rules) that are adopted at the time of formation of the Club or at a later date, that do not form part of the Constitution and may be added or changed or rescinded by a majority vote at an Executive Committee without reference to the Registrar of Incorporated Societies

“Close Relation” means a current or former spouse or partner, parent, child, sibling, any person who regularly resides in the household or who within the prior 6 months regularly resided in the household.

"Club" means Stillwater Boating Club Incorporated

"Committee" means the Club's governing body

"Committee Meeting" means a meeting of the Committee.

"Committee Member" means one of the members comprising the Committee

"Commodore" means the Club's Commodore [and/or chairman](#)

"Electoral Procedure" means a system for which the election of office bearers is utilised ranging from and not limited to, secret ballot, electronic voting system, postal ballot or any other properly conducted electoral process as approved by the AGM or Special General Meeting.

"Financial Member" means an Ordinary, Family, Associate, or Life Member with no outstanding subscription or other payment to the Club overdue.

"Financial Statements" means the Club's balance sheet and statement of accounts made up to the last day of the Year.

"General Meeting" means an Annual General Meeting or Special General Meeting of the Club.

"In Committee" means that no minutes or record of debate is kept, and that the debate is confidential to those attending the meeting concerned and "Into Committee" has a corresponding meaning.

"Legal Purchasing Age" means the age at which a person may be sold or supplied with alcohol under current, relevant legislation for the Sale and Supply of Alcohol.

"Life Member" means a person elected to life membership of the Club

"Meeting" means a General Meeting or a Committee Meeting.

"Member" means any Ordinary, Family, Associate, or Life Member of the Club

"Month" means calendar month.

“Officer” means a member of the committee or a person occupying a position in the club that allows the person to exercise significant influence over the management or administration of the club.

"Ordinary Member" means a person elected to ordinary membership of the Club

"Person" includes an individual, partnership, firm, company, body corporate, association, organisation or any other entity or organisation whether incorporated or not.

“Post” includes displaying information electronically and in prominent areas within the Club, including but not exclusively the Club Notice Board.

“Rear Commodore” means an individual who was the Commodore in the immediate term prior to the incumbent Commodore.

"Rules" means individual regulations and/or by-laws that are set in place for guidance, in their various forms, for the efficient management and operation of the Club. Together all the rules form the Club Constitution.

“Secret Ballot” means a method of voting where the count is not open to dispute and the identity of those voting for or against the motion can be kept secret.

"Vice-Commodore" means the Club's vice-Commodore and/or vice chairman

"Year" means the Club's financial year of 01st July to 30th June