

Constitution
of the
Christchurch Tramping Club Incorporated

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1 Introductory rules

1.1 Name

The name of the Club is Christchurch Tramping Club Incorporated (in this **Constitution** referred to as the '**Club**').

1.2 Charitable status

The **Club** is not, and does not intend to be, registered as a charitable entity under the Charities Act 2005.

1.3 Definitions

In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:

'**Act**' means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the **Act** or under any Act which replaces it.

'**Annual General Meeting**' means a meeting of the **Members** of the **Club** held once per year which, among other things, will receive and consider reports on the **Club**'s activities and finances.

'**Committee**' means the **Club**'s governing body.

'**Constitution**' means the rules in this document.

'**General Meeting**' means either an **Annual General Meeting** or a **Special General Meeting** of the **Members** of the **Club**.

'**Interested Member**' means a **Member** who is interested in a matter for any of the reasons set out in section 62 of the **Act**.

'**Interests Register**' means the register of interests of **Officers** or members of subcommittees, kept under this **Constitution** and as required by section 73 of the **Act**.

'**Matter**' means—

1. the **Club**'s performance of its activities or exercise of its powers; or

2. an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Club**.

‘Member’ means a natural person who has consented to become a **Member** of the **Club** and has been properly admitted to the **Club** and who has not ceased to be a **Member** of the **Club**. To be considered a financial **Member**, the person must pay the required membership subscription amount set by the **Club**.

‘Notice’ to **Members** includes any notice given by email, post, or courier.

‘Officer’ means a natural person who is:

- a member of the **Committee**, or
- occupying a position in the **Club** that allows them to exercise significant influence over the management or administration of the **Club**, including any Chief Executive or Treasurer.

‘President’ means the **Officer** responsible for chairing **General Meetings** and **Committee Meetings**, and who provides leadership for the **Club**.

‘Register of Members’ means the register of **Members** kept under this **Constitution** as required by section 79 of the **Act**.

‘Secretary’ means the **Officer** responsible for the matters specifically noted in this **Constitution**.

‘Special General Meeting’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

‘Vice President’ means the **Officer** elected or appointed to deputise in the absence of the **President**.

‘Working Days’ means as defined in the Legislation Act 2019. Examples of days that are not **Working Days** include, but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day.

1.4 Purposes

The primary purposes of the **Club** are to:

- arrange tramping trips and other activities and camps during weekends, holiday periods and other suitable times for the benefit of members; and
- foster and develop a love and appreciation of the outdoors and to create an interest in the protection of the flora and fauna of the country; and

- arrange a number of social functions during the year for the benefit of the members; and
- acquire real and personal property for the benefit of the **Club** and properly dispose of property no longer required by the **Club**; and
- act in co-operation with the Government of New Zealand and/or any other club, committee or institution for the promotion of tramping, including backcountry access and provision of tracks, huts and other facilities in New Zealand; and
- affiliate with other kindred organisations.

The **Club** must not operate for the purpose of, or with the effect of—

- distributing, any gain, profit, surplus, dividend, or other similar financial benefit to any of its **Members** (whether in money or in kind); or
- having capital that is divided into shares or stock held by its **Members**; or
- holding, property in which its **Members** have a disposable interest (whether directly, or in the form of shares or stock in the capital of the **Club** or otherwise).

But the **Club** will not operate for the financial gain of **Members** simply if the **Club**—

- engages in trade,
- pays a **Member** for matters that are incidental to the purposes of the **Club**,
- distributes funds to a **Member** to further the purposes of the **Club**, and the **Member**—
 - is affiliated or closely related to the **Club**, and
 - has the same, or substantially the same, purposes as those of the **Club**.
- reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Club** or while pursuing the **Club**'s purposes,
- provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
- provides benefits to **Members** or their families to alleviate hardship,
- provides educational scholarships or grants to **Members** or their families,
- pays a **Member** a salary or wages or other payments for services to the **Club** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the **Member** than those terms and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus,

percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the **Club**),

- provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Club**.
- on removal of the **Club** from the Register of Incorporated Societies having its surplus assets distributed under subpart 5 of Part 5 of the **Act**.

1.5 Act and Regulations

Nothing in this **Constitution** authorises the **Club** to do anything that contravenes or is inconsistent with the **Act**, any regulations made under the **Act**, or any other legislation.

1.6 Registered office

The registered office of the **Club** shall be at such place in New Zealand as the **Committee** from time to time determines.

Changes to the registered office shall be notified to the Registrar of Incorporated Societies—

- at least 5 working days before the change of address for the registered office is due to take effect; and
- in a form and as required by the **Act**.

1.7 Contact person

The **Club** shall have at least 1, but no more than 3 contact person(s), whom the Registrar can contact when needed.

The **Club's** contact person must be:

- At least 18 years of age; and
- Ordinarily resident in New Zealand.

A contact person can be appointed by the **Committee** or elected by the **Members** at a **General Meeting**.

Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:

- a physical address or an electronic address, and
- a telephone number.

A contact person's details will not be published on the Incorporated Societies Register but will be used by the Registrar to contact the **Club**.

Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 **Working Days** of that change occurring, or the **Club** becoming aware of the change.

2 Members

2.1 Minimum number of members

The **Club** shall maintain at least 10 members, which is the minimum number of **Members** required by the **Act**.

2.2 Types of members

The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

- **Ordinary Member**

An **Ordinary Member** is an individual, 18 years of age or over, admitted to membership under this **Constitution** and who has not ceased to be a **Member**.

- **Life Member**

A **Life Member** is a person honoured for highly valued services to the **Club** who is elected as a **Life Member** by resolution of a **General Meeting** passed by a two-thirds majority of those **Members** present and voting. A **Life Member** shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying subscriptions and levies. A Life member's spouse/partner, if a **Member**, shall also be waived the subscription fee. There shall be no more **Life Members** at any one time than the number specified in the **Club** bylaws.

- **Junior Member**

A **Junior Member** is a person of more than 10 years and less than 18 years of age who is admitted by resolution of the **Committee**. The admission of a **Junior Member** must be approved by the guardian of the applicant. Any participant on club trips under the age of 16 (whether a **Junior Member** or otherwise) must be accompanied by a guardian. Upon reaching the age of 18, a **Junior Member** will become an **Ordinary Member**.

- **Associate Member**

Ordinary and **Junior Members** who retire from active tramping with the **Club**, and who wish to retain an interest in the Club may apply to the Committee for a transfer to **Associate** membership. Transfer is conditional on having been an **Ordinary** and/or **Junior Member** for at least three years, or a lesser period by resolution of the **Committee**. **Associate Members** at **General Meetings** are not entitled to vote except on resolutions that affect their membership rights.

Associate Members shall not be eligible for election to the **Committee** but this shall not preclude their election or appointment to any sub-committee. Any **Associate Member** who participates in more than three **Club** tramping trips during a rolling twelve-month period shall be classified as an **Ordinary** (or **Junior**) **Member** and becomes liable for the **Ordinary** (or **Junior**) **Member** subscription.

2.3 Becoming a member: consent

Every applicant for membership must consent in writing to becoming a **Member** and abiding by the rules of this **Constitution** and the bylaws of the **Club**.

2.4 Becoming a member: process

Application for membership shall be made on the **Club's** official Application Form after the applicant has met the probationary criteria specified in the bylaws of the **Club**.

- Candidates shall be nominated by a financial **Member** and seconded by one other financial **Member**.
- The completed Application Form shall be considered by the **Committee** at its next meeting. If approved by resolution with a majority of not less than two thirds of those present and voting the applicant shall be elected to **Ordinary** or **Junior Membership**. Such approval can be subject to any conditions that the **Committee** may deem (by resolution) to be fit.
- A newly appointed **Member** will receive written advice of their membership, together with all necessary information including a copy of the **Club Constitution** and bylaws. In the event of an application being declined, the unsuccessful applicant will be advised of the **Committee's** decision with an explanation.
- The signed written consent of every **Member** to become a **Member** shall be retained in the membership records.
- Membership of the **Club** shall take effect from the date of **Committee** approval, subject to the current subscription being paid within one month of that date.

2.5 Members' obligations and rights

Every **Member** shall provide the **Club**, in writing, with that **Member's** name and contact details (namely, physical or email address and a telephone number, and a name and telephone number of an emergency contact) and promptly advise the **Club** in writing, of any changes to those details.

- A **Member** shall not act in ways that adversely affect the interests and purposes of the **Club**, or that to bring the **Club** into disrepute.
- A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Club's** premises, facilities, equipment and other property, and participating in **Club** activities) if all subscriptions and any other fees and levies have been paid to the **Club** by their respective due dates, but no **Member** is liable for an obligation of the **Club** by reason only of being a **Member**.
- The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Club**, and to participate in **Club** activities, including any conditions of and fees for such access, use or involvement.

2.6 Subscriptions and fees

The annual subscription and any other fees or levies for membership for the upcoming membership year (1 May to 30 April) shall be set by resolution of a **General Meeting** (which can also decide that payment be made, or can be made, by periodic instalments).

Annual subscriptions are to be paid in advance and shall be due and payable on 1 May each year. Newly appointed members after 30 November are only required to pay half the annual subscription for that year. Any prospective **Member** joining within 2 months prior to the start of the new membership year shall be required to pay a full year's membership, which will be carried over to the new membership year.

Life partners who are both **Members** and who share the same address may apply in writing to the **Committee**, for joint membership which entails a reduced, joint subscription as determined by the **Committee**. Joint members shall receive a single copy of any **Club** correspondence to this address. All other membership rights remain as per the applicable membership class of each **Member**.

Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 1 calendar month of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the

obligation of payment) have no membership rights and shall not be entitled to participate in any **Club** activity or to access or use the **Club's** premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 2 calendar months of the due date for payment of the subscription, any other fees, or levy the **Committee** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

2.7 Ceasing to be a member

A **Member** ceases to be a **Member**—

- by resignation from that **Member's** class of membership by written notice, signed by that **Member** to the **Committee**, or
- on death; or
- by termination by resolution of the **Committee** for the non-payment of subscriptions or fees or levies; or
- by termination of a **Member's** membership following a dispute-resolution process under this **Constitution**, or
- by termination for disciplinary reasons, by resolution of the **Committee** or the **Club** where:
 - (a) in the opinion of the **Committee**, by resolution with a majority of not less than two thirds of the whole **Committee**, the conduct of a member is judged injurious to the character of the **Club**; and
 - (b) after the **Member** has been offered an opportunity to present an explanation or defence, either written or verbal, to the **Committee**; and
 - (c) after the **Committee** has requested the **Member** to resign within fourteen days; and
 - (d) in the event of the **Member** not resigning, the **Committee** has submitted the question of termination of the **Member's** membership to a **Special General Meeting** of the **Club**; and
 - (e) at the **Special General Meeting**, the **Member** whose membership is under consideration has been afforded the opportunity to present an explanation or defence, either written or verbal, for their conduct; and
 - (f) not less than two thirds of the members present and voting, by secret ballot with no casting vote, vote in favour of termination.

with effect from (as applicable):

- the date of receipt of the **Member's** notice of resignation by the **Committee** (or any subsequent date stated in the notice of resignation); or
- the date of death of the **Member**; or
- the date of termination of the **Member's** membership under this **Constitution**; or
- the date specified in a resolution of the **Committee**.

When a **Member's** membership has been terminated, the **Committee** shall promptly notify the former **Member** in writing.

2.8 Obligations once membership has ceased

A **Member** who has ceased to be a **Member** under this **Constitution**:

- remains liable to pay all subscriptions, levies and other fees to the **Club's** next balance date; and
- shall not claim to be a **Member** of the **Club**; and
- shall return to the **Club** all material provided to **Members** by the **Club** (including any membership certificate, badges, handbooks, manuals and property); and
- shall cease to be entitled to any of the rights of a **Club Member**.

2.9 Reinstatement of membership

A former **Member** whose membership has ended due to resignation or termination due non-payments of subscription, levies or fees may apply for re-admission in the manner prescribed for new applicants, but without the need to complete three days' tramping on two **Club** trips, and may be re-admitted only by resolution of the **Committee**.

A former **Member's** whose membership was terminated following a disciplinary or dispute resolution-process, may be re-admitted only by a resolution passed at a **General Meeting** on the recommendation of the **Committee**.

Reinstatement of membership is subject to the payment of any outstanding subscriptions, levies or fees.

3 General meetings

3.1 Procedures for all general meetings

The **Committee** shall give all **Members** at least 10 **Working Days**' written **Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting**.

That **Notice** will be addressed to the **Member** at the contact address notified to the **Club** and recorded in the **Club's** register of members. The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.

Only financial **Members** may attend, speak and vote at **General Meetings**—

- in person; or
- by using any real-time audio, audio and visual, or electronic communication; or
- by a signed, original, written proxy (an email, copy or other facsimile not being acceptable) in favour of a natural person entitled to be present at the meeting and received by, or handed to, the **Committee** before the commencement of the **General Meeting**; and
- no other proxy voting shall be permitted.

No **General Meeting** may be held unless at least 15 eligible financial **Members** attend throughout the meeting and this will constitute a quorum.

If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved. In any other case it shall stand adjourned to a day, time and place determined by the **President** of the **Club**, and if at such adjourned meeting a quorum is not present those **Members** present in person shall be deemed to constitute a sufficient quorum.

A **Member** is entitled to exercise one vote on any motion at a **General Meeting**; in person; by using any real-time audio, audio and visual, or electronic communication; or by proxy.

Unless otherwise required by this **Constitution**, voting at a **General Meeting** shall be by voices or by show of hands or, on demand of the chairperson or of 2 or more **Members** present, by secret ballot.

Unless otherwise required by this **Constitution**, all motions shall be decided by a simple majority of those in attendance in person or by proxy and voting at a **General Meeting**.

Any decisions made when a quorum is not present are not valid.

Written resolutions may not be passed in lieu of a **General Meeting**.

- **General Meetings** may be held at one or more venues by **Members** present in person and/or using any real-time audio, audio and visual, or electronic communication that gives each **Member** a reasonable opportunity to participate.
- **General Meetings** shall be chaired by the **President** or, if the **President** is absent, the **Vice President** or, if the **Vice President** is absent, another financial **Member** elected by the meeting.
- Subject to any specific provision to the contrary in this **Constitution**, the person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.
- The person chairing a **General Meeting** may —
 - with the consent of a simple majority of **Members** present at a **General Meeting**, adjourn the **General Meeting** from time to time and from place to place, but no business shall be transacted at any reconvened **General Meeting** other than the business left unfinished at the meeting from which the adjournment took place; and
 - direct that any person not entitled to be present at the **General Meeting**, or obstructing the business of the **General Meeting**, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the chairperson be removed from the **General Meeting**; and
 - in the absence of a quorum or in the case of emergency, adjourn the **General Meeting** or declare it closed.

The **Committee** may propose motions ('**Committee Motions**') for the **Club** to vote on at a **General Meeting**, which shall be notified to **Members** with the notice of the **General Meeting**.

Any **Member** may request that a motion ('**Member's Motion**') be voted on at a **General Meeting** by giving notice of the **Member's Motion** to the **Secretary** or **Committee** at least 15 **Working Days** before the General Meeting. The **Member** may also provide written information ('**Member's Information**') in support of the motion. If notice of a **Member's Motion** is given to the **Secretary** or **Committee** before written **Notice** of the **General Meeting** is given to **Members**, notice of the **Member's Motion** shall be provided to **Members** with the written **Notice** of the **General Meeting**.

3.2 Minutes

The **Club** must keep minutes of all **General Meetings**.

3.3 Annual General Meetings: when they will be held

An **Annual General Meeting** shall be held once a year on a date and at a location and/or using any electronic communication determined by the **Committee** and consistent with any requirements in the **Act** and this **Constitution** relating to the procedures to be followed at **General Meetings**.

The **Annual General Meeting** must be held no later than the earlier of:

- 6 months after the balance date of the **Club**; or
- 15 months after the previous annual meeting.

3.4 Annual General Meetings: business

The business of an **Annual General Meeting** shall be to—

- confirm the minutes of the last **Annual General Meeting** and any **Special General Meeting(s)** held since the last **Annual General Meeting**,
- adopt the annual report on the operations and affairs of the **Club**,
- adopt the **Committee's** report on the finances of the **Club**, and the annual financial statements,
- set any subscriptions for the upcoming membership year,
- consider any motions of which prior notice has been given to **Members** with notice of the **Meeting**, and
- consider any general business.

The **Committee** must, at each **Annual General Meeting**, present:

- an annual report on the operation and affairs of the **Club** during the most recently completed accounting period,
- the annual financial statements for that period, and
- notice of any disclosures of conflicts of interest made by **Officers** during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

3.5 Special General Meetings

Special General Meetings may be called at any time by the **Committee** by resolution.

The **Committee** must call a **Special General Meeting** if it receives a written request signed by at least 15 financial **Members**.

Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

The rules in this **Constitution** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the **Meeting**.

4 Committee

4.1 Committee composition

The **Committee** will consist of at least seven **Officers** as specified in the **Club** bylaws.

A majority of the **Officers** on the **Committee** must be financial **Ordinary Members** of the **Club**.

4.2 Functions of the committee

From the end of each **Annual General Meeting** until the end of the next, the **Club** shall be managed by, or under the direction or supervision of, the **Committee**, in accordance with the **Act**, any Regulations made under the **Act**, this **Constitution** and the bylaws of the **Club**.

4.3 Powers of the committee

The **Committee** has all the powers necessary for managing — and for directing and supervising the management of — the operation and affairs of the **Club**, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.

4.4 Sub-committees

The **Committee** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Club**) and for such purposes and with such powers as it thinks fit. Unless otherwise resolved by the **Committee**—

- the quorum of every sub-committee is half the members of the sub-committee but not less than 2,
- no sub-committee shall have power to co-opt additional members without express authority from the **Committee**,
- a sub-committee must not commit the **Club** to any financial expenditure without express authority from the **Committee**, and
- a sub-committee must not further delegate any of its powers.

4.5 General matters: committees

The **Committee** and any sub-committee may act by resolution approved during a meeting in person, a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the current or the next **Committee** or sub-committee meeting.

Other than as prescribed by the **Act** or this **Constitution**, the **Committee** or any sub-committee may regulate its proceedings as it thinks fit.

5 Committee meetings

5.1 Procedure

The quorum for **Committee** meetings is at least half the number of members of the **Committee**.

A meeting of the **Committee** may be held either—

1. by a number of the members of the **Committee** who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or

2. by means of audio, or audio and visual, communication by which all members of the **Committee** participating and constituting a quorum can simultaneously hear each other throughout the meeting.

Except as otherwise provided in this **Constitution**, a resolution of the **Committee** is passed at any meeting of the **Committee** if a simple majority of the votes cast on it are in favour of the resolution. Every **Officer** on the **Committee** shall have one vote.

The members of the **Committee** shall elect one of their number as chairperson of the **Committee**. If at a meeting of the **Committee**, the chairperson is not present, the members of the **Committee** present may choose one of their number to be chairperson of the meeting. The chairperson has a casting vote in the event of a tied vote on any resolution of the **Committee**.

Except as otherwise provided in this **Constitution**, the **Committee** may regulate its own procedures.

5.2 Frequency

The **Committee** shall meet at least six times a year at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **President** or **Secretary**.

The **Secretary**, or other **Committee** member nominated by the **Committee**, shall give to all **Committee** members not less than 5 **Working Days**' notice of **Committee** meetings, but in cases of urgency a shorter period of notice shall suffice.

6 Officers

6.1 Qualifications of officers

Every **Officer** must be a natural person who, prior to election or appointment:

- Is a **Member** of the **Club**
- has consented, in writing, to be an officer of the **Club**; and
- has certified, in writing, not to be disqualified under section 47(3) of the **Act** from being elected or appointed or otherwise holding office as an **Officer** of the **Club**.

Note that each **Officer's** consent and certification shall be retained in the **Club's** records.

Officers must not be disqualified under section 47(3) of the **Act** from being appointed or holding office as an **Officer** of the **Club**, namely a person who:

1. is under 16 years of age; or
2. is an undischarged bankrupt; or
3. is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993, or any other similar legislation; or
4. is disqualified from being a member of the governing body of a charitable entity under the Charities Act 2005; or
5. has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 1. an offence under subpart 6 of Part 4 of the **Act**
 2. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961)
 3. an offence under section 143B of the Tax Administration Act 1994
 4. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (1) to (3)
 5. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere; or
6. is subject to:
 1. a banning order under subpart 7 of Part 4 of the **Act**; or
 2. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
 3. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
 4. a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act; or
7. is subject to an order that is substantially similar to an order referred to in paragraph (6) under a law of a country, State, or territory outside New Zealand that is a country, State or territory prescribed by the regulations (if any) of the **Act**.

6.2 Officers' duties

At all times each **Officer**:

1. shall act in good faith and in what he or she believes to be the best interests of the **Club**,
2. must exercise all powers for a proper purpose,
3. must not act, or agree to the **Club** acting, in a manner that contravenes the **Act** or this **Constitution**,
4. when exercising powers or performing duties as an **Officer**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:
 - the nature of the **Club**,
 - the nature of the decision, and
 - the position of the **Officer** and the nature of the responsibilities undertaken by that **Officer**
5. must not agree to the activities of the **Club** being performed in a manner likely to create a substantial risk of serious loss to the **Club** or to the **Club's** creditors, or cause or allow the activities of the **Club** to be carried on in a manner likely to create a substantial risk of serious loss to the **Club** or to the **Club's** creditors; and
6. must not agree to the **Club** incurring an obligation unless the **Officer** believes at that time on reasonable grounds that the **Club** will be able to perform the obligation when it is required to do so.

6.3 Election or appointment of officers

The election of **Officers** shall be conducted as follows.

1. **Officers** shall be elected during **Annual General Meetings**.
2. A candidate's written nomination, accompanied by the written consent of the nominee and certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** (as described in the 'Qualification of Officers' rule above) shall be received by the **Club** at least 5 **Working Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.

3. Votes shall be cast in such a manner as the person chairing the meeting determines. In the event of any vote being tied, the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).
4. Two **Members** (who are not nominees) or non-**Members** appointed by the **President** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
5. The failure, for any reason, of any financial **Member** to receive such **Notice** of the **general** meeting shall not invalidate the election.
6. If the position of any **Officer** remains unfilled after an **Annual General** meeting, or becomes vacant between **Annual General Meetings**, that vacancy may be filled by appointment following a resolution of the **Committee** and after receipt of written consent to appointment by the appointee and a certificate that the appointee is not disqualified from holding office as an **Officer**, as described in the 'Qualification of Officers' rule above. Any such appointment must be notified at the next **Annual General Meeting**.
7. In addition to **Officers** elected under the foregoing provisions of this rule, the **Committee** may appoint, by resolution of the **Committee** and after receipt of written consent to appointment by the appointee and a certificate that the appointee is not disqualified from holding office as an **Officer**, as described in the 'Qualification of Officers' rule above, other **Officers** for a specific purpose and for a limited period or until the next **Annual General Meeting**. Unless otherwise specified by the **Committee** any **Officer** so appointed shall have full speaking and voting rights as an **Officer** of the **Club**. Any such appointment must be notified at the next **Annual General Meeting**.

6.4 Term

The term of office for all **Officers** elected to the **Committee** at an Annual General meeting shall be until the end of the next **Annual General Meeting**.

The term of office for all **Officers** appointed to the **Committee** by resolution of the **Committee**, shall be until the end of the term specified by the Committee at the time of appointment or until the end of the next **Annual General Meeting**.

Unless deemed necessary to the continued functioning of the club by the Committee, and agreed at the time of re-election:

- no **Officer** shall serve for more than 4 consecutive terms in the same role;

Officers shall be eligible for re-election or re-appointment after standing down for two years.

Appointed ex-officio **Officers** are exempt from the above restriction, allowing them to serve any number of consecutive terms.

6.5 Removal of officers

An **Officer** shall be removed as an **Officer** by resolution of the **Committee** or by resolution of the **Club** at a **General Meeting** where:

- the **Officer** elected to the **Committee** has been absent from 3 committee meetings in a single term without the assent of the **Committee**, as detailed in the bylaws of the club; or
- the **Officer** has brought the **Club** into disrepute; or
- the **Officer** has failed to disclose a conflict of interest; or
- the **Committee** or the **Club** passes a vote of no confidence in the **Officer**, or
- the **Officer** had failed to pay the required membership subscription,

with effect from a date specified in the resolution by the **Committee** or **Club**.

6.6 Ceasing to hold office

An **Officer** ceases to hold office by resignation (by notice in writing to the **Committee**), removal, death, or other vacation of office in accordance with section 50(1) of the **Act**.

Within 10 **Working Days** of submitting a resignation or otherwise ceasing to hold office, a former **Officer** shall return to the **Club** all books, documents, papers and other property of the **Club** held in regard to the roles of that **Officer**.

6.7 Conflicts of interest

An **Officer** or member of a sub-committee who is an **Interested Member** in respect of any **Matter** being considered by the **Club**, **Committee** and/or sub-committee, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the **Committee** and, where relevant, the sub-committee.

1. Disclosure must be made as soon as practicable after the **Officer** or member of a sub-committee becomes aware that they are interested in the **Matter** and/or that the **Matter** is being considered by the **Club**, and recorded by the **Committee** in an **Interests Register** maintained by the **Committee**.

An **Officer** or member of a sub-committee who is an **Interested Member** regarding a **Matter**—

1. must not vote or take part in the decision of the **Committee** and/or sub-committee relating to the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; and
2. must not sign any document relating to entry into a transaction or the initiation of the **Matter** unless all members of the **Committee** who are not interested in the **Matter** consent; but
3. may take part in any discussion of the **Committee** and/or sub-committee relating to the **Matter** and be present at the time of the decision of the **Committee** and/or sub-committee unless the **Committee** and/or sub-committee resolves otherwise.

An **Officer** or member of a sub-committee who is prevented from voting on a **Matter** may still be counted for the purpose of determining whether there is a quorum at any meeting at which the **Matter** is considered.

Where 50 per cent or more of **Officers** are prevented from voting on a **Matter** because they are interested in that **Matter**, a **General Meeting** must be called to consider and determine the **Matter**, unless all non-interested **Officers** agree otherwise.

Where 50 per cent or more of the members of a sub-committee are prevented from voting on a **Matter** because they are interested in that **Matter**, the **Committee** shall consider and determine the **Matter**.

7 Records

7.1 Register of Members

The **Club** shall keep an up-to-date Register of Members.

For each current **Member**, the information contained in the Register of Members shall include —

- name; and
- initial date of becoming a **Member** (which may be recorded as ‘Unknown’); and
- contact details, including:
 - a physical address or an email address; and

- a telephone number (if any).

The register will also include each **Member's**:

- email address (if any); and
- emergency contact (name and telephone number); and
- whether the **Member** is financial or unfinancial.

Every current **Member** shall be expected to promptly advise the **Club** of any change of that **Member's** contact and emergency contact details.

The **Club** shall also keep a record of the former **Members** of the **Club** whose membership ceased within the previous 7 years:

- name; and
- initial date of becoming a **Member** (which may be recorded as 'Unknown');
- of ceasing to be a **Member**.

7.2 Interests Register

The **Committee** shall maintain an up-to-date register of the interests disclosed by **Officers** and by members of any sub-committee.

7.3 Access to information for members

A **Member** may, at any time, make a written request to the **Club** for information held by the **Club**.

The request must specify the information sought in sufficient detail to enable the information to be identified.

The **Club** must, within a reasonable time after receiving a request —

1. provide the information; or
2. agree to provide the information within a specified period; or
3. agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Club** (which must be specified and explained) to meet the cost of providing the information; or
4. refuse to provide the information, specifying the reasons for the refusal.

Without limiting the reasons for which the **Club** may refuse to provide the information, the **Club** may refuse to provide the information if —

1. withholding the information is necessary to protect the privacy of natural persons or deceased persons; or
2. the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Club** or of any of its **Members**; or
3. the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Club**; or
4. the information is not relevant to the operation or affairs of the Club, or
5. withholding the information is necessary to maintain legal professional privilege; or
6. the disclosure of the information would, or would be likely to, breach an enactment; or
7. the burden to the **Club** in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information; or
8. the request for the information is frivolous or vexatious; or
9. the request seeks information about a dispute or complaint which is, or has been the subject of the procedures, for resolving such matters under this **Constitution** and the **Act**.

If the **Club** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 **Working Days** after receiving notification of the charge, the **Member** informs the **Club** —

1. that the **Member** will pay the charge; or
2. that the **Member** considers the charge to be unreasonable.

Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

8 Finances

8.1 Control and management

The funds and property of the **Club** shall be—

- controlled, invested and disposed of by the **Committee**, subject to this **Constitution** and the bylaws of the **Club**; and
- devoted solely to the promotion of the purposes of the **Club**.

The **Committee** shall maintain bank accounts in the name of the **Club**.

All money received on account of the **Club** shall be banked within 10 **Working Days** of receipt.

All accounts paid or for payment shall be submitted to the **Committee** for approval of payment.

The **Committee** must ensure that there are kept at all times accounting records that:

1. correctly record the transactions of the **Club**; and
2. allow the **Club** to produce financial statements that comply with the requirements of the **Act**; and
3. would enable the financial statements to be readily and properly audited (if required under any legislation or the **Club's Constitution**).

The **Committee** must establish and maintain a satisfactory system of control of the **Club's** accounting records.

The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. The accounting records must be kept for the current accounting period and for the last 7 completed accounting periods of the **Club**.

At the discretion of the **Committee**, the financial statements and accounts may be reviewed or audited. The method of such review or audit shall be at the discretion of the **Committee**.

8.2 Balance date

The **Club's** financial year shall commence on 1 February of each year and end on 31 January (the latter date being the **Club's** balance date).

9 Dispute resolution

9.1 Meanings of dispute and complaint

A dispute is a disagreement or conflict involving the **Club** and/or its **Members** in relation to specific allegations set out below.

The disagreement or conflict may be between any of the following persons—

1. 2 or more **Members**
2. 1 or more **Members** and the **Club**
3. 1 or more **Members** and 1 or more **Officers**
4. 2 or more **Officers**
5. 1 or more **Officers** and the **Club**
6. 1 or more **Members** or **Officers** and the **Club**.

The disagreement or conflict relates to any of the following allegations—

1. a **Member** or an **Officer** has engaged in misconduct
2. a **Member** or an **Officer** has breached, or is likely to breach, a duty under the **Club's Constitution** or bylaws or the **Act**
3. the **Club** has breached, or is likely to breach, a duty under the **Club's Constitution** or bylaws or the **Act**
4. a **Member's** rights or interests as a **Member** have been damaged or **Member's** rights or interests generally have been damaged.

A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that—

1. states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
2. sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
3. sets out any other information or allegations reasonably required by the **Club**.

The **Club** may make a complaint involving an allegation against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—

1. states that the **Club** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
2. sets out the allegation to which the dispute relates.

The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the

allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

A complaint may be made in any other reasonable manner permitted by the **Club's Constitution**.

All **Members** (including the **Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Club's** activities.

The complainant raising a dispute, and the **Committee**, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

9.2 How complaint is made

1. A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that—
 1. states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
 2. sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
 3. sets out any other information reasonably required by the **Club**.
2. The **Club** may make a complaint involving an allegation or allegations against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—
 1. states that the **Club** is starting a procedure for resolving a dispute in accordance with the **Club's Constitution**; and
 2. sets out the allegation to which the dispute relates.
3. The information given under subclause (1.2) or (2.2) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
4. A complaint may be made in any other reasonable manner permitted by the **Club's Constitution**.

9.3 Person who makes complaint has right to be heard

1. A **Member** or an **Officer** who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
2. If the **Club** makes a complaint—
 1. the **Club** has a right to be heard before the complaint is resolved or any outcome is determined; and
 2. an **Officer** may exercise that right on behalf of the **Club**.
3. Without limiting the manner in which the **Member**, **Officer**, or **Club** may be given the right to be heard, they must be taken to have been given the right if—
 1. they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 2. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 3. an oral hearing (if any) is held before the decision maker; and
 4. the **Member's**, **Officer's**, or **Club's** written or verbal statement or submissions (if any) are considered by the decision maker.

9.4 Person who is subject of complaint has right to be heard

1. This clause applies if a complaint involves an allegation that a **Member**, an **Officer**, or the **Club** (the 'respondent')—
 1. has engaged in misconduct; or
 2. has breached, or is likely to breach, a duty under the **Club's Constitution** or bylaws or this **Act**; or
 3. has damaged the rights or interests of a **Member** or the rights or interests of **Members** generally.
2. The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
3. If the respondent is the **Club**, an **Officer** may exercise the right on behalf of the **Club**.
4. Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if—

1. the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
2. the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
3. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
4. an oral hearing (if any) is held before the decision maker; and
5. the respondent's written statement or submissions (if any) are considered by the decision maker.

9.5 Investigating and determining dispute

1. The **Club** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its **Constitution**, ensure that the dispute is investigated and determined.
2. Disputes must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

9.6 Club may decide not to proceed further with complaint

Despite the 'Investigating and determining dispute' rule above, the **Club** may decide not to proceed further with a complaint if—

1. the complaint is considered to be trivial; or
2. the complaint does not appear to disclose or involve any allegation of the following kind:
 1. that a **Member** or an **Officer** has engaged in material misconduct;
 2. that a **Member**, an **Officer**, or the **Club** has materially breached, or is likely to materially breach, a duty under the **Club's Constitution** or bylaws or the **Act**;
 3. that a **Member's** rights or interests or **Members'** rights or interests generally have been materially damaged.
3. the complaint appears to be without foundation or there is no apparent evidence to support it; or

4. the person who makes the complaint has an insignificant interest in the matter; or
5. the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the **Constitution**; or
6. there has been an undue delay in making the complaint.

9.7 Club may refer complaint

1. The **Club** may refer a complaint to—
 1. a subcommittee or an external person to investigate and report; or
 2. a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.
2. The **Club** may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

9.8 Decision makers

A person may not act as a decision maker in relation to a complaint if 2 or more members of the **Committee** or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be—

1. impartial; or
2. able to consider the matter without a predetermined view.

10 Liquidation and removal from the register

10.1 Resolving to put Club into liquidation

The **Club** may be liquidated in accordance with the provisions of Part 5 of the **Act**.

The **Committee** shall give 20 **Working Days** written **Notice** to all **Members** of the proposed resolution to put the **Club** into liquidation.

The **Committee** shall also give written Notice to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

Any resolution to put the **Club** into liquidation must be passed by a simple majority of all **Members** present and voting.

10.2 Resolving to apply for removal from the register

The **Club** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**.

The **Committee** shall give 20 **Working Days** written **Notice** to all **Members** of the proposed resolution to remove the **Club** from the Register of Incorporated Societies.

The **Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

Any resolution to remove the **Club** from the Register of Incorporated Societies must be passed by a simple majority of all **Members** present and voting.

10.3 Surplus assets

If the **Club** is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.

On the liquidation or removal from the Register of Incorporated Societies of the **Club**, its surplus assets — after payment of all debts, costs and liabilities — shall be vested in one or more tramping clubs currently operating in New Zealand, as nominated by members present and voting at the **General Meeting**.

However, in any resolution under this rule, the **Club** may approve a different distribution to a different not-for-profit entity from that specified above, so long as the **Club** complies with this **Constitution** and the **Act** in all other respects.

11 Alterations to the constitution

11.1 Amending this constitution

All amendments must be made in accordance with this **Constitution**. Any minor or technical amendments shall be notified to **Members** as required by section 31 of the **Act**.

The **Club** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by not less than three quarters of the **Members** present and voting.

That amendment may be approved by a resolution passed in lieu of a meeting but only if authorised by this **Constitution**.

Any proposed resolution to amend or replace this **Constitution** shall be signed by at least 15 financial **Members** and given in writing to the **Committee** at least 30 **Working Days** before the **General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal.

At least 10 **Working Days** before the **General Meeting** at which any amendment is to be considered the **Committee** shall give to all **Members** notice of the proposed resolution, the reasons for the proposal, and any recommendations the **Committee** has.

When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration, and shall take effect from the date of registration.

12 Other

12.1 Bylaws

The **Committee** from time to time may make and amend bylaws, and policies for the conduct and control of **Club** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with this **Constitution**, the **Act**, regulations made under the **Act**, or any other legislation.

12.2 Club Funds

Any monies in excess of short-term requirements shall be invested by the **Committee** in a manner authorised by law for the investment of trust funds in New Zealand.

All withdrawals shall be authorised by any two of the following **Officers**:

1. Treasurer
2. Secretary
3. President
4. Club Captain

Any special funds which may be established from time to time shall be kept in separate accounts and not be available for general expenditure.

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. 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). The provisions and effects of this clause shall not be removed from this document and shall be included in and implied into any document replacing this document.

12.3 Borrowing Powers

The **Club** shall have the power to borrow, upon security of any real or personal property which it may hold, from time to time such monies as may be required for the following purposes:

1. carrying on the activities of the **Club**, or
2. providing increased facilities or services to or for its members, or
3. the support of any person or organisation which may achieve the like purposes.

The **Club** may give and execute all mortgages, pledges or securities on such terms as may be necessary.

The **Committee**, upon approval of not less than two thirds of the whole **Committee**, shall have the power to borrow money, whether secured or unsecured, up to a maximum of twenty-five percent of the value of the net assets of the **Club** as per the last audited financial statements. Borrowings, whether secured or unsecured, in excess of this limit shall be approved by a majority of members present and voting at any **General Meeting**.

12.4 Club Property

The **Club** shall have the power to purchase, lease, hire or otherwise acquire, any real or personal property which the **Committee** thinks suitable for the furtherance of its objects. **Club** property shall be adequately protected and insured.

No person or organisation shall take possession of or use any **Club** property except by authority of the **Committee** or its authorised agent.

Members shall be liable to pay the full cost of replacing or repairing any **Club** property lost, damaged or destroyed whilst used by them or under their responsibility.

The **Club** shall not be liable for any personal injury or damage to or loss of private property on any **Club** premises.

12.5 Indemnity

All members of the **Committee** are indemnified by the **Club** for all liabilities to third parties arising from the discharge of their lawful duties under these Bylaws or the Constitution, except where such liability arises from either:

- (a) Criminal liability, or
- (b) A liability that arises out of a failure to act in good faith and in what the member believes to be the best interests of the **Club** when properly discharging their functions as a member of the **Club**, or
- (c) Where such liability is incurred by the members wilful default or negligence.