



Weiti Boating Club (INC)

PO Box 207 Whangaparaoa

RULES OF THE WEITI BOATING CLUB (INCORPORATED) WHANGAPARAOA

August 2023

NAME:

1. The name of the Club is "THE WEITI BOATING CLUB (INCORPORATED)". The Club flag is a Royal Blue pennant with a gold letter "W" above a stylised gold letter "W". Only financial members of the Club shall have the right to fly the club flag.

OBJECTS:

2. The objects of the Club shall be the encouragement of motor yachting and cruising and sailing generally, the promotion of all aquatic sports, and the recreation of the members.
3. Without limiting any general powers vested in it, the Club shall have power:-
 - (a) To purchase take on lease or in exchange on 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 purposes of attaining the objects of the Club or any of them or promoting the interests of the Club or its members.
 - (b) 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.
 - (c) To borrow or raise money from time to time by the Debentures, bonds, mortgages or 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.
 - (d) 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.

MEMBERSHIP:

4. The Club shall consist of Financial Senior Members, Junior Members, Family Members, Life Members, Honorary Life Members and Associate Members.
5. **SENIOR MEMBERS:** All persons aged 18 years and over, who are interested in the objects of the Club shall be eligible for Senior membership. Application for Senior membership shall be made in writing to the Secretary and 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. The club restricts the number of Senior and Family members to five hundred (500) members.
6. **JUNIOR MEMBERS:** Persons under the age of 18 years on the 31st day of March in the year in which application for membership is made shall be eligible for Junior Membership.
 - (a) Application for Junior Membership shall be made in writing to the Secretary and 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.
 - (b) Junior Members shall be entitled only to those privileges of the Club which may from time to time be granted by the Committee.
 - (c) Junior Members shall not be entitled to any vote nor to hold office.
 - (d) Graduation from Junior to Senior Membership shall be automatic at age 18 upon payment of the Senior membership fee.
7. **FAMILY MEMBERS:** Family Membership is available to people eligible for Senior Membership together with spouse / partner, and children up to the age of 18 years. The two adult members of each Family Membership shall be accorded all the rights of a Senior member. Application for Family Membership shall be made in writing to the Secretary and 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. The club restricts the number of Senior and Family members to five hundred (500) members.
 - (a) The fee for the Family Membership shall be up to 140% of the Senior member fee, which the Committee will recommend to the AGM for approval.
8. **LIFE MEMBERS:** The Committee may admit to Life Membership of the Club any Senior Member or newly joining Senior Member who pays such sum as the Committee with the approval of the Club in General Meeting may from time to time determine. In the case of a newly joining Senior Member such payment shall be in addition to any entrance fee payable.
9. **HONORARY LIFE MEMBERS:** Any person may be proposed by the Committee an Honorary Life Member in recognition of valuable services to the Club. Such proposals shall be presented at a General Meeting and shall be passed by ballot vote by a majority of at least three-fourths of the members of the Club, eligible to vote and present at such meeting.

10. HONORARY MEMBERSHIP: The Committee shall have power to grant honorary membership to any person for services rendered to the Club or any aquatic sport. The Commodore of the Club shall be entitled to grant honorary membership to any person visiting from any other part of New Zealand or from Overseas. The following provisions shall apply to Honorary Members:

- (a) They shall be entitled to all the privileges of the Club but shall not be entitled to any vote nor to hold any office.
- (b) The term of their membership shall not be for longer than one year.
- (c) The Committee may revoke the grant of Honorary Membership to any person at any time.
- (d) Honorary membership of the Club may be conferred on the positions of Patron, Vice-Patron.

11. ASSOCIATE (Social) MEMBERS: Any person having an interest in the objects of the Club and wishing to participate in its social activities shall be eligible for Associate Membership.

- (a) Application for Associate Membership shall be made in writing to the Secretary 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 doing so.
- (b) 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, moorings, slipways, hauling out sites or machinery or equipment of the Club nor will they be entitled to any vote or to hold office.
- (c) Associate Membership is for the individual only and is exclusive of any extended family members.
- (d) Having an interest in a boat should not preclude a person from becoming an Associate member, as long as the terms of clause (b) above are complied with.
- (e) An associate member can go on the waiting list for a mooring but must convert to full membership when allocated a mooring.

RESIGNATION:

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

13. Any member whose subscription is unpaid for two months after the same became due and any other member who is in the opinion of the Committee has been guilty of conduct (whether in the Club premises or elsewhere) unbecoming of a Club Member may have his or her name removed from the list of Members PROVIDED HOWEVER that before taking such action the Committee shall give the member reasonable opportunity to appear before it and state his or her case AND if the member so wishes the Committee upon the written request of the member shall bring the question of the reinstatement of such member before the next ensuing General Meeting of the club but pending reinstatement by the General Meeting the member shall not be entitled to any of the amenities of the Club.

FEES:

14. The annual subscription of all members and classes of members and entrance fees (if any) shall be fixed for the ensuing year by each Annual General Meeting [AGM] of the Club to be held as herein after provided. In the case of new members the annual subscription and entrance 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 April and entrance fee (if payable) shall be paid by the member unless otherwise decided by the Committee. Former Members of the Club who have resigned at some time and who subsequently apply to re-join shall not be required to pay a second entrance fee, provided they were financial members with all dues paid when they resigned.

VOTING:

15. Unless otherwise required by these Rules the method of voting for the election of officers shall be by ballot. Voting on all other matters at General meetings shall be by voice except that the Chairman or any member may require the matter to be determined on a show of hands.

OFFICERS:

16. The Officers of the Club shall consist of the Flag Officers [Commodore, Vice-Commodore and Rear-Commodore], and up to fourteen other members.

16.1 The Flag Officers and at least half the members of the Committee shall be owners of boats or have an interest in a boat.

16.2 The immediate Past Commodore is expected to remain as an officer of the club for one year.

16.3 Any Office bearer ceasing to be a member of the Club shall automatically cease to be an Office bearer. An Office bearer automatically ceases to hold office in the Club if he/she

- (a) Becomes of unsound mind.
- (b) Becomes a bankrupt

16.4 All Officers of the club shall be elected for the ensuing year at the AGM of the Club. They shall be eligible for re-election except that the Commodore may not hold office at one time for more than two consecutive years.

- (a) Casual vacancies in their number may be filled by the Committee.
- (b) Nomination forms bearing the names of proposer and seconder, and signed by the proponent for any Flag Officer position should be in the hands of the Secretary at least 14 days prior to the AGM.

SECRETARY AND TREASURER:

17. The Committee shall appoint a Secretary and a Treasurer (who may be the same or two persons) on such terms as the Committee shall determine. The positions of Secretary and Treasurer are additional to the elected committee.

17.1 The Secretary and Treasurer so appointed shall hold those positions until they resign, or their appointment is terminated by the Committee.

17.2 The Secretary and Treasurer appointees do not have committee voting rights unless they are also elected / co-opted committee members.

CLUB CAPTAIN:

18. The Committee should appoint one of its Senior Members to be Club Captain and may from time to time prescribe their duties. The Committee at any time may remove the Club Captain from office and appoint another in their stead.

MANAGEMENT:

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

- (a) Any member of the Club may derive pecuniary gain from the Club by way of salary or honorarium as a servant or Officer of the Club as determined by the Committee from time to time
- (b) The Committee may employ staff as required to undertake duties previously assigned to unpaid positions. In doing so the Committee is to act in an employer/employee relationship and ensure, amongst other things, that:
 - I. – the person selected is suitable for the position;
 - II. – a probationary period as prescribed by law is included in the terms of employment to determine their suitability for the position;
 - III. – such person carries out the duties in the interests of the club.
 - IV. Each year, in the first meeting following the AGM, the General Committee shall set the discretionary spending limits for those requiring permission to spend funds outside of the committee approval process. This discretionary spending is to be reported each month in the Financial Report to the General Committee.

MEETINGS:

20. The AGM shall be held not later than the 7th day of August in 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 Club's Balance Sheet and Statement of Accounts for the preceding year.
- (b) To elect Flag Officers and members to the Committee for the ensuing year.
- (c) To transact any other business and generally decide on any resolution which may be duly submitted to the meeting.
- (d) To fill honorary positions of Patron and Vice-Patron

21. A Special General Meeting maybe called at any time by order of the Committee or on the requisition signed by at least ten Senior members or five members of the Committee such requisition to state the objects thereof.

22. Notice of meetings:

- (a) The date for the AGM, or a SGM, shall be advertised at least 5 weeks prior to the date set for the meeting, provided that notice for a SGM may be reduced by the Secretary on the instructions of the Committee where there is urgency.
- (b) Should any member wish to put a motion before such a meeting, the motion must be submitted to the Secretary, in writing, at least 3 weeks prior to the meeting
- (c) The Agenda, motions, remits and reports shall be circulated to all members 2 weeks prior to the meeting.

23. The Committee shall meet monthly or as may be determined and a Committee meeting may be called by the Secretary or by any three members thereof upon giving notice to the Secretary.

24. Fifteen members shall form a quorum at any general meeting and five at all committee meetings and unless where provided by these Rules to the contrary the decision of a majority of the votes recorded shall be binding.

DUTIES:

25. The Commodore or in their absence the Vice-Commodore or the Rear-Commodore in order of precedence shall preside at all meetings of the Club and the Committee. The Commodore may delegate Subcommittee chairmanship where appropriate to a general committee member.

26. It shall be the duty of the Secretary:

- (a) To keep a true record of all meetings of the Club in a book provided for the purpose.
- (b) To keep the club's register of Boats and make the entries therein to be made from time to time as prescribed by these Rules.
- (c) To keep a record of all the racing events of the Club.
- (d) To keep such other records relating to the boats of member or to the racing of members' boats as the Committee shall require from time to time.
- (e) To keep a correct roll of all members, the dates of their election and their registered addresses.
- (f) To notify the Treasurer immediately after the Annual General Meeting of the members then liable for the Annual Dues and also during the year to notify him of the election of new members.
- (g) To file all documents, records, reports and communications with the Club and to bring them before such meeting as may properly deal with them.
- (h) To notify each member of his election and furnish him with a copy of the Club rules and regulations.

- (i) To conduct the correspondence of the Club.
- (j) To notify those members liable of every meeting excepting standing meetings.
- (k) In case of inability to attend any meetings to cause the necessary books and papers to be conveyed to the place of meeting.

27. It shall be the duty of the Treasurer:

- (a) To collect and receive all moneys due to the Club and pay all debts due and owing by the Club keeping a correct account of all receipts and payments for books provided for the purpose.
- (b) To produce a quarterly statement of accounts and prior to the annual meeting a balance sheet of the receipts and disbursements of the past year and a report generally upon the finances of the Club.
- (c) To have the custody of the funds of the Club and to keep accounts of the same in such manner as will at any time clearly show the true financial position of the Club.
- (d) To pay all moneys collected as soon as practicable and without deduction to the account of the Club with the Club's Bankers. The financial year of the Club shall end on the 31st day of March in each year.

BANK ACCOUNT:

28. 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 signature of any two persons, who should be members although one may be an employee if that is their role, nominated from time to time by the Committee for such purpose.

SEAL:

29. 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 and shall be attested by two members of the Committee one of whom shall be the Secretary or the Chairman of the Committee.

AFFILIATION:

30. The Club shall be empowered to affiliate with any other Clubs, Associations or organisation having objects similar to the objects of the Club.

ALTERATIONS OF RULES:

31. At any General Meeting of the Club the Rules of the Club may be altered by the enactment of further Rules or by the rescission or amendment of existing Rules PROVIDED HOWEVER that:

- (a) notice in writing of the resolution embodying the proposed additions, rescissions or amendments shall be given to the Secretary as per timeframes defined in Rule 22.
- (b) the Secretary shall give notice to members as per timeframes defined in Rule 22 and
- (c) such resolutions shall be passed by a majority of at least three-fourths of the members of the Club, eligible to vote and present at such meeting.

AUDIT:

32. The requirement for an audit of the annual financial statements will be determined by a majority vote of eligible members at the AGM. If required, this audit shall be conducted by a suitably qualified person.

WINDING UP:

33. Upon the winding up of the Club or upon the dissolution thereof by the Registrar the funds of the Club after payment of all debts and the expenses of winding up shall be disposed of in such manner as the Club in General Meeting shall determine, but shall prohibit the distribution of any surplus funds or assets to its members.

BY LAWS

34. The Constitution shall be supplemented by By-laws relating to the general administration, conduct and management of the Club and its assets. Such By-laws shall be created, amended or added to by the Committee and circulated to all members, and shall come into force 14 days after being so circulated unless a Special General Meeting to discuss them is called in accordance with Rule 21.

PRIVACY POLICY

35. The Weiti Boating Club Privacy Policy is in accordance with the Privacy Act 2020 and the Incorporated Societies Act 2022 and is included as Addendum 1 to these Rules.

35.1. All members must abide by the Privacy Policy

35.1.1. All Officers (elected and nominated) and co-opted members must sign confidentiality agreements upon election or appointment

35.2. Breaches of the Privacy Policy

35.2.1. Breaches of the Privacy Policy by a member may be deemed as 'conduct unbecoming of a Club member' and Rule 13 applies

35.2.2. Officers that breach the Privacy Policy may be removed from Office and are prohibited from re-election

35.2.3. Co-opted members who breach the Privacy Policy may be removed from their position and are prohibited from access to confidential information

35.2.4. Removal of an Officer or co-opted member for breach of the Privacy Policy must be by a 75% vote of the elected Committee.

35.2.5. The Privacy Policy is an Addendum to the Rules, and changes as such can only be made by resolution at an AGM/SGM.

Privacy Policy

- 1.1. This Privacy Policy describes how The Weiti Boating Club Inc:
 - 1.1.1. Collects and holds personal information about our members and other users of our Services
 - 1.1.2. How we deal with personal information
 - 1.1.3. Whom we may disclose it to
 - 1.1.4. How you can access the personal information we hold about you.
- 1.2. The Club has implemented this Privacy Policy to ensure that we deal with your personal information in accordance with the Privacy Act 2020 (as amended from time to time)

2. Definitions

- 2.1. Where 'we', 'us' or 'our' is used it refers to the Weiti Boating Club
- 2.2. Where 'you' or 'your' is used it refers to the registered members of the Weiti Boating Club
- 2.3. 'You' or 'Your' may also refer to those making use of the Services of Weiti Boating Club
- 2.4. 'Services' refers to the boating maintenance facilities, the club house and events that are provided by Weiti Boating Club including moorings, haulout, hardstand, pontoon, workberth, maintenance shed, club rooms, racing, cruising, venue hire, and social events

3. Personal Information we collect and hold

- 3.1. We provide Club activities, mooring and boat maintenance facilities, and racing and cruising events for our members. We also work with other Clubs and Associations so that we can facilitate and enhance your experiences with the Club.
- 3.2. We will collect, hold and use information about you so that we can run the Club, provide you with our Services and run events for our members.
- 3.3. Depending on your interactions with us, the personal information that we may collect, and hold includes (without limitation):
 - 3.3.1. Your name, address, active email address, telephone number, contact details, physical address
 - 3.3.2. Next of kin, in case of emergencies or arrival delays
 - 3.3.3. Contact preferences
 - 3.3.4. Record of any queries you have made or communications you have with us
 - 3.3.5. Payment information
 - 3.3.6. Credit and repayment history information for use of our Services
 - 3.3.7. Boat details and record of hauls/antifouls/cleaning
 - 3.3.8. Details of boat insurance
 - 3.3.9. Record of requests to clean or maintain your boat
 - 3.3.10. Photos of Club events in which you and your family members may appear
 - 3.3.11. Information which we need to collect from you to comply with our legal obligations, including those contained in the Anti Money Laundering and Countering Financing of Terrorism Act 2009, and the Foreign Account Tax Compliance Act
 - 3.3.12. Any other information that you authorise us to collect.
- 3.4. We may also collect other information when you use our website which is not necessarily personal information, including your IP address, cookies, and information about your device, browser, and operating system. We use cookies to improve your experience. You may change the settings on your browser to disable cookies, but this may mean that all the features of the website are not usable. Our website may contain links to other websites with their own privacy policies, which we suggest you review before providing personal information.

4. Collection of personal information

- 4.1. When you sign up for membership we collect personal information, including your name, contact details, billing information, emergency contact, boat details and any expertise that you have that may be able to assist the Club
- 4.2. When you use our boating related Services we will collect personal information including your name, contact details, billing information, emergency contact, boat details and boat insurance details
- 4.3. When you use our non-boating facilities – venue hire - we will collect personal information including your name, contact details, billing information, and details of expected attendees if applicable
- 4.4. Usage Data: We may collect information about your interaction with our website and services, including your IP address, browser type, device information, and access times.
- 4.5. From publicly available information.
- 4.6. We may also collect personal information about you from third parties where you have authorised this, such as other related entities and organisations which provide services to us, including credit reporting agencies, debt collection agencies, identification confirmation service providers (and any of their authorised agents and intermediaries), and any other third parties with your consent.
- 4.7. When you provide us with your personal information, you are consenting to our use of such information and our right to disclose it to third parties in accordance with this Privacy Policy. You can choose to withhold personal information, but this may restrict the range, and impact of quality of Services we can provide to you. This may impact your membership status.

5. Storage of personal information and information security

- 5.1. We will take reasonable steps to protect and keep secure the personal information we hold; however, we note that no method is completely secure. We hold personal information in various formats, including electronic and physical forms, cloud-based storage and filing systems at our physical addresses. We take reasonable steps to ensure all electronically stored personal information is protected from unauthorised access using recognised security procedures. Physical records stored on site are secured by locks and access is restricted. We have strict confidentiality standards that control which staff members, and Committee and Appointed Members can see your personal information and what they're allowed to do with it.
- 5.2. Personal information collected from you and stored by us and will be held and or arranged by us for only as long as necessary to achieve the purposes for which we collected the personal information.

6. Use of personal information

- 6.1. We may use personal information for the following purposes:
 - 6.1.1. to enable us to run races and events for the Club
 - 6.1.2. to enable you to be part of combined club events we will provide other Clubs involved with that event with contact details and boat details
 - 6.1.3. to provide our Services and to communicate with you regarding such Services
 - 6.1.4. in the Year Book we publish your contact details and your boat details so other members of the Club can contact you
 - 6.1.5. to assess your credit worthiness (if necessary), collecting or recovering any payments or other amounts from you
 - 6.1.6. to send you newsletters, articles, or information that we believe may interest you by email, unless you opt out
 - 6.1.7. you may be in event photos, that may be used in the Year-book, or advertising for the Club
 - 6.1.8. to monitor usage of our website, and to optimise your experience with us
 - 6.1.9. to share your personal information with third parties where you have consented for that information to be shared with them
 - 6.1.10. to train our staff, monitor and maintain our systems and networks
 - 6.1.11. for our internal purposes such as risk management, billing and the administration of our accounting, legal, record keeping, business activities and provision of Services
 - 6.1.12. to respond and follow up on any queries, complaints or requests you might have made
 - 6.1.13. to comply with our obligations under any laws in New Zealand, which includes tax and accounting laws, the Anti Money Laundering and Countering Financing of Terrorism Act 2009 and the Foreign Account Tax Compliance Act, or any legal or other proceedings
 - 6.1.14. any other purpose you have consented to or authorise.

7. Disclosure

- 7.1. We may disclose your personal information in accordance with this Privacy Policy, and otherwise only with your consent:
 - 7.1.1. to the professional advisers, consultants, data storage service providers, technology service providers, other service providers and contractors we ordinarily engage for the above purposes (such as mailing houses, insurers, printers, lawyers, accountants and other such service providers).
 - 7.1.2. The Club liaises with national and regional bodies such as Yachting New Zealand and Auckland Yachting and Boating Association and may disclose personal information to these bodies.
 - 7.1.3. to credit reporters or credit reporting agencies, including for the purpose of obtaining a credit report about you and/or to allow the credit reporting agency to maintain a credit information file containing information about you.
 - 7.1.4. to third parties (such as Auckland Transport/Harbourmaster, and the New Zealand Department of Internal Affairs) who keep databases against which your identity may be confirmed, as well as any associated or appointed agents or intermediaries.
 - 7.1.5. to a debt collection agency.
 - 7.1.6. to any person or agency where disclosure is required or authorised by law.
 - 7.1.7. to any other person or entity to whom you have consented us to disclose your personal information.
- 7.2. In general, the third-party providers we use will only collect, use and disclose your information to the extent necessary to allow them to perform the services they provide to us.

8. Access or correction of your personal information

- 8.1. You are responsible for promptly informing us of any change to your personal information. If the information held by us is incorrect, inaccurate, incomplete or not up to date, then you may ask us to correct the information and we will either correct the information or make a record of your comment, as we think appropriate.
- 8.2. Subject to certain grounds for refusal set out in the Act, you have the right to request access to any readily retrievable personal information we hold about you. Where we hold information that you are entitled to access, we will provide it to you by email.
- 8.3. You can request access to or correct your personal information by contacting us at the address below.
- 8.4. When you contact us, you should provide evidence of who you are and set out the details of your request (e.g. the personal information, or the correction, that you are requesting).

9. Changes to this Privacy Policy

- 9.1. We may need to amend the terms of this Privacy Policy if our practices change or otherwise as required by law. We reserve the right to change this Privacy Policy at any time. If we do so, we will post the updated version on our website, and any changes will take effect immediately.

9.2. Your continued use of the website, our Services, and/or any provision of personal information after the changes, will indicate your acceptance of the updated policy.

10. Privacy concerns, questions or complaints

10.1. If you have any questions about this Privacy Policy and/or our handling of personal information or you believe that we have at any time failed to keep one of our commitments to you to handle your personal information in the manner required by the Act, you may lodge a written complaint addressed to either the Club Secretary or the Club Manager using the contact details below:

Email: Secretary@WBC567.onmicrosoft.com info@weiti.co.nz

Club Phone: 09 424 5905

10.2. If we receive a complaint from you, we will respond to you within a reasonable period, usually within 20 working days.

10.3. We will respond and advise whether we agree with your complaint. If we do not agree, we will provide reasons. If we do agree, we will advise what (if any) action we consider appropriate to take in response. If you are still not satisfied after having contacted us and given us a reasonable time to respond, then we suggest that you contact the Office of the Privacy Commissioner:

Post: **PO Box 10-094**

The Terrace, Wellington, 6143

Phone: **0800 803 909 (from 8.30am to 5pm, Monday to Friday) / (04) 474 7595**

Email: enquiries@privacy.org.nz

This Privacy Policy is governed by New Zealand law. Your personal information will be collected, used, stored, and disclosed in accordance with this Privacy Policy and New Zealand law. The courts of New Zealand have non-exclusive jurisdiction.

This policy was last modified: July 2023.