



# Constitution

The Fencing Institute Incorporated

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# Constitution

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## 1. Name

The name of the society is **The Fencing Institute Incorporated**.

The Society will be known as **The Fencing Institute**.

## 2. Registered Office

The registered office of, and the fencing venue of, The Fencing Institute will be the address and premises determined by the Committee from time to time.

## 3. Objects

The objects of The Fencing Institute are :

- 3.1 To be a friendly collegial and supportive club for fencers, coaches, referees and their supporters, parents and colleagues.
- 3.2 To provide an accessible, safe and quality venue for the sport of fencing in Christchurch.
- 3.3 To be a leading training venue with the best facilities economically achievable for regional and local competitions, competitive and recreational fencing, coaching and development of fencing , instruction of coaches and referees, and the introduction of adults and children new to the sport.
- 3.4 To develop and provide training and high performance programmes for members of all ages.
- 3.5 To advocate for and support Fencing Mid South and Fencing New Zealand in delivering competitive and recreational fencing in New Zealand and to develop fencing as a sport, including enhancement of standards, quality and reputation.
- 3.6 To adhere to the rules of fencing as enacted by FIE and adopted or amended by Fencing New Zealand.
- 3.7 To always seek and act to provide opportunities to support, encourage and develop fencers, coaches, referees, and supporters, as competitors and as people, in the broader sense.

## 4. Powers

The Fencing Institute may :

- 4.1 Make, alter, rescind or enforce this Constitution and any rules and procedures for the governance, management and operation of The Fencing Institute.
- 4.2 Determine its membership including to withdraw, suspend or terminate members in accordance with the rules in this Constitution.

- 4.3 Acquire, lease, hire or occupy by licence or otherwise, manage, maintain, insure and utilise any land or building(s) or chattels, materials, equipment or fencing gear and apparel to achieve the objects of The Fencing Institute.
- 4.4 Control and raise money, including borrow, invest, loan or advance monies and secure payment of such money by way of charge over all or any part of its property to achieve the objects of The Fencing Institute.
- 4.5 Sell or otherwise dispose of any property as it considers appropriate.
- 4.6 Determine to raise and receive money by subscription, donation, fees, levy, entry or hire charge, sponsorship, government funding, community and /or trust grants or funding from ethical sources.
- 4.7 Determine, implement and enforce disciplinary, complaint, dispute and appeal rules and procedures and establish or appoint any committees or officers to enquire into and determine such matters.
- 4.8 Organise and manage internal and host regional fencing events and programmes.
- 4.9 Promote fencers and coaches to represent Fencing New Zealand or Fencing Mid South squads, teams, fencers and officials.
- 4.10 Do any other acts or things that are incidental to or conducive to achieving the Objects, including, if in the best interests of the members, to enter into negotiations for and to effect a merger with another fencing club or other sporting organisation.

## **5. Membership**

Members of The Fencing Institute will be :

- 5.1 Individual members who wish to participate or have an interest in the sport of fencing, whether as a competitor, coach, referee, manager or supporter, who have been accepted as an individual member.
- 5.2 Associate members who are particularly interested in promoting and supporting fencing, but do not wish to actively participate in competitions, training programmes or instruction.
- 5.3 Life members who are awarded honorary life membership by majority vote at a General Meeting of The Fencing Institute.
- 5.4 A list of all members identified by a membership chart will be maintained by the Committee in accordance with this Constitution.
- 5.5 The duration of membership for an individual, associate or life member is the period from the date The Fencing Institute accepts the application for membership to the expiry of the current financial year. Membership shall be renewed on an annual basis subject to payment of membership fees due.

## **6. Members' entitlements**

All individual, associate and life members are entitled to :

- 6.1 Participate in fencing activities of The Fencing Institute provided they are eligible for, and comply with, the operative terms and conditions of such activity or event.
- 6.2 Receive communications from, and communicate directly with, the Committee.
- 6.3 Receive any specific membership benefits or entitlements offered from time to time.
- 6.4 Attend, speak and vote in person at general meetings of The Fencing Institute.
- 6.5 Stand for, or nominate another member, as a candidate for election to the Committee.
- 6.6 Submit resolutions and items for discussion at general meetings.
- 6.7 Make a request for the Secretary to call a special general meeting in accordance with Rule 12.4.

## **7. Resignation of Membership**

Any member may resign their membership of The Fencing Institute with immediate effect by giving written notice to the Club Captains or the Secretary. Such resignation will not be effective where :

- 7.1 The member owes membership or other fees to The Fencing Institute; or
- 7.2 Written notice has been given of an alleged breach by the member.

In either case membership will not terminate until such fees have been paid and / or the disciplinary or complaint matter has been finally determined or resolved.

## **8. Payment Default**

- 8.1 Any member will have their membership suspended or terminated if membership fees or other payments due are not paid within stated timeframes issued by the Committee.
- 8.2 Before such termination can occur, the Committee must give the member written notice specifying the amount due and requiring payment by a due date, being not less than 7 days after the date of demand. If payment is not made by the notified due date, membership will be suspended until payment is made. If the suspension continues without payment for a further 30 days, membership will automatically terminate on 30<sup>th</sup> day after the Committee's written notice.

## **9. Misconduct or Unsatisfactory Conduct**

- 9.1 In the event the Committee considers or receives information that any member has :
  - 9.1.1 failed or refused to comply with a provision of this Constitution, or any reasonable decision of the Committee;
  - 9.1.2 has received a black card sanction, or is alleged to have participated in doping, recreational drug use or bout-fixing at a tournament or regional competition;
  - 9.1.3 has acted in a manner unbecoming of a member or which brings the sport of fencing or The Fencing Institute, as a body and its members, into disrepute

then the following procedures will apply.

- 9.2 If the Committee receives a complaint, or acting on its own motion following a report the Club Captains will form a sub-committee (to be called the Conduct Panel) together with two members from a senior fencer, referee adviser, coach adviser (none of whom can be a member of the Committee) or a life member, to undertake an enquiry and/or conduct a hearing to determine the alleged conduct or breach and impose such sanction or penalty or not as it considers appropriate. If one or both Club Captains must step aside because one or both are the subject of or have a personal or close interest in the complaint or matter, then the Administrator or Armourer, and / or a life member, will step into their place, if independent.
- 9.3 The Conduct Panel must apply the principles of natural justice in all of its dealings, and when pursuing its enquiry and conducting its hearing.
- 9.4 If unsatisfactory conduct is found, then a member may be suspended, fined or directed to undertake specific tasks and be subject to a good behaviour bond for such period as the Conduct Panel may determine.
- 9.5 If it finds misconduct, then the Conduct Panel may, at its discretion, immediately terminate membership or suspend membership for a specific period of not more than 1 year. In the event membership is terminated for misconduct the subject person may not apply for membership of The Fencing Institute for a period of not less than 2 years from the date of termination.
- 9.6 Unsatisfactory conduct means conduct that would be regarded by a fencer of good standing and experience as unbecoming and unsporting or which constitutes a breach of the FeNZ Code of Conduct.
- 9.7 Misconduct means conduct that would be regarded by a fencer of good standing and experience as dishonourable or disgraceful or involves dangerous, willful, reckless or threatening behaviour either on or off piste.
- 9.8 If a member is suspended from membership of The Fencing Institute, a member shall not be entitled to attend, speak or vote at a general meeting and is not entitled to any other provisions or benefits for which they would otherwise be entitled as a member, including to hold office with the Committee.

## **10. Financial**

- 10.1 The financial year of The Fencing Institute will be from 1 July to 30 June annually.
- 10.2 All monies received on account of The Fencing Institute will be deposited to the credit of The Fencing Institute at its bank within a reasonable time of receipt, with time of the essence.
- 10.3 No member may incur liability for or on behalf of The Fencing Institute without the prior consent of the Committee.
- 10.4 The Committee may set membership fees, including different fees payable by categories of members.
- 10.5 All membership fees will be due and payable by 30 July of each financial year, except where the Committee allows special arrangements for payment by categories of members or a specific individual member(s), by instalments over 6 calendar months.

- 10.6 The Committee may decide, of its own volition or at the request of the members by resolution at a general meeting, to have the financial accounts and records reviewed at any time.

## 11. Management

### *General purpose*

The affairs of The Fencing Institute will be managed by The Fencing Institute Committee (**the Committee**) which will have full responsibility for the management and organisation of The Fencing Institute. Its responsibilities will include :

- 11.1 Governing the business of The Fencing Institute, subject to this Constitution and in the best interests of The Fencing Institute as a club and its members;
- 11.2 Developing the sport of fencing in Christchurch and the wider Canterbury region;
- 11.3 Providing safe, accessible and welcoming premises and quality facilities for fencing and training to encourage and develop all fencers, coaches, referees, officials and supporters to allow them to enjoy their sport and to develop to the best of their personal abilities;
- 11.4 To provide a welcoming, safe and supportive environment for those actively or passively involved in fencing, including those participating or visiting from other fencing clubs, other fencing regions, or from or connected with FeNZ, Oceania Fencing or FIE.

### *Composition*

The Committee shall comprise :

- 11.5 Two **Club Captains**, one female and one male, who will share the following responsibilities:
- 11.5.1 Arrange and chair committee meetings and general meetings;
- 11.5.2 Be the voice of The Fencing Institute publicly and for promotions of fencing;
- 11.5.3 Represent the membership and enhance club morale;
- 11.5.4 Organise social activities and membership initiatives;
- 11.5.5 Be The Fencing Institute's representatives and spokespersons at Fencing Mid South Executive;
- 11.5.6 Act as ombudsman, responsible for receiving, considering and dealing with membership issues, disputes, complaints and appeals.
- 11.6 **Administrator** will be responsible for :
- 11.6.1 The administration, promotion and communications of The Fencing Institute and sub-committees, including its website and social media presence;
- 11.6.2 Reporting and documentation to the Registrar of Incorporated Societies;

- 11.6.3 Liaison with the Committee’s advisers (listed in 11.9 below);
  - 11.6.4 Support the Treasurer with sponsorship and funding initiatives;
  - 11.6.5 Arrange and maintain property and liability insurance cover.
- 11.7 **Treasurer** will be responsible for :
- 11.7.1 The financial affairs of The Fencing Institute, book keeping and reporting;
  - 11.7.2 Sponsorship and applications for funding or grants from government or private sources;
  - 11.4.3 Lease or occupation of, and maintenance and upkeep of the premises;
  - 11.4.4 Safekeeping the common seal of the Fencing Institute;
  - 11.4.5 Support the Armourer over acquisition, replacement and hire of fencing gear, equipment, pistes and apparel;
  - 11.4.6 Maintain an inventory of club assets and property.
- 11.8 **Armourer**, will have the following responsibilities:
- 11.8.1 Health and safety of all members and visitors;
  - 11.8.2 Preparation, introduction, education, enforcement and updating of a safety policy for The Fencing Institute venue and for fencers, coaches or referees representing the club at other venues and outside competitions;
  - 11.8.3 All matters in relation to fencing gear, equipment, pistes and apparel held by The Fencing Institute, including to recommend to the Committee purchasing new or used or replacing existing equipment, renting out gear for use by members or others from outside the club for competitions or fencing camps or training;
  - 11.8.4 Care and maintenance of The Fencing Institute gear, equipment, pistes and apparel;
  - 11.8.5 Organise and host instruction sessions for members regarding weaponry care and maintenance and setting for competition standards;
  - 11.8.6 Organise weapons control and inspections for competitions organised by, or hosted by, The Fencing Institute and to support Fencing Mid South.
- 11.9 It is expected the Committee will co-opt additional advisers in the following areas, with a guiding principle of all pitching in for the club no matter their age, gender or fencing experience :
- 11.9.1 Fencing coach adviser;
  - 11.9.2 Fitness adviser;



11.9.3 Youth representatives;

11.9.4 Directoire Technique;

11.9.5 Referee adviser.

### *Term of Office*

11.10 The positions of Administrator and Club Captain (male) will hold office for 1 calendar year from incorporation and will be eligible for re-election for a further term of 2 years. Elections for these positions will be held every 2 years from that point.

11.11 The Club Captain (female), Treasurer and Armourer will hold office for 2 years from incorporation and will be eligible for re-election for 1 further term of 2 years. Elections for these positions will be held every 2 years from that point.

11.12 If any Committee member resigns, becomes unwell or incapacitated, dies or is unable to continue in office, prior to the expiry of their term of office, then the Committee may co-opt any financial member of The Fencing Institute to fill the vacancy. The replacement member will continue in that subject role until the next election falls due for that position, pursuant to clause 11.10 or 11.11 respectively, above.

### *Powers of the Committee*

The Committee will carry out the business of The Fencing Institute for the Objects, including any of the following :

11.13 Prepare, adopt and regularly review a written club plan for The Fencing Institute, which shall include objectives for the sport of fencing in Christchurch and the wider Canterbury region, development of members participating in the sport of fencing, the financial security of The Fencing Institute and membership numbers.

11.14 Delegate specific authority as the Committee may decide to any specified member.

11.15 Implement and amend any club rules and policies, including for health and safety, conduct of training and coaching classes, training and coaching camps and competitions.

11.16 To represent The Fencing Institute at meetings of and all dealings with the Executive of Fencing Mid South.

11.17 Establish sub-committees or groups of members with specific duties and delegated responsibilities, including for club social events, maintenance and improvement of the premises, fencing equipment and pistes, and club uniforms and apparel.

11.18 Operate in the name of The Fencing Institute, such bank accounts as necessary for the business of the club.

11.19 Take out and hold such liability and property insurance in the name of The Fencing Institute as deemed necessary.

### *Removal*

- 11.20 Members present at a special general meeting called for this purpose may by special resolution remove any Committee member or the Committee as a whole before expiration of their term.
- 11.21 Upon the Administrator receiving a request for a special general meeting to remove a Committee member or the Committee as a whole, the Administrator will send notice of the special general meeting to the Committee member concerned and every other member of the Committee.

### *Committee meetings*

- 11.22 The Committee will meet at regular intervals as determined by the Committee, either in person or using electronic means of communication, including telephone, Skype or email.
- 11.23 A quorum for a Committee meeting shall be 3 Committee members. Each Committee member will have one vote, but in the event of tied votes, the Club Captains together will have an additional casting vote, which must be cast jointly in what they perceive to be the best interests of the members of The Fencing Institute, and not necessarily to preserve the status quo.

### *Duties*

The duties of each Committee member are to :

- 11.24 Always act in good faith in the best interests of The Fencing Institute.
- 11.25 Exercise the powers of the Committee for proper purposes and for the benefit of the sport of fencing in Christchurch and the wider Canterbury region.
- 11.26 Ensure the activities of The Fencing Institute are conducted in an environment where personal safety is protected, and the accepted requirements of health and safety are observed.
- 11.27 Conduct the activities of The Fencing Institute in a manner that will not create a substantial financial or organisational risk to The Fencing Institute, its members or creditors.
- 11.28 Exercise the care, degree and skill that a reasonable Committee member should exercise.
- 11.29 If a Committee member has a personal or financial interest in a transaction, or proposed transaction, that Committee member must fully disclose to the Committee the nature and extent of such interest, which interest shall be recorded in the Committee's minutes.
- 11.30 Use its best efforts to consult widely with members of the club to keep abreast of issues, ideas and welfare.

## **12 General meetings**

- 12.8 General meetings will be presided over by one of the Club Captains, ideally interchangeably.
- 12.9 A quorum for a general meeting will be 15 current and financial members personally present. If within 30 minutes of the appointed time for the meeting, a quorum is not present, then the meeting shall be dissolved.

### *Annual General Meeting*

- 12.10 The Annual General Meeting must be held no later than **30 August** each year, except in the first year of operation. The Administrator must give at least 10 days' written notice of the AGM to Committee members and individual members, stating :
- 12.10.1 Date, time and venue;
- 12.10.2 Vacancies for the Committee and seeking nominations;
- 12.10.3 Closing date for nominations;
- 12.10.4 Proposed resolutions;
- 12.10.5 Other items for business.

### *Special General Meeting*

- 12.11 The Administrator must call a Special General Meeting upon a written request from the Committee or 7 individual members. The written request must state the purpose for which the Special General Meeting is required, including the proposed resolution(s). The Special General Meeting may only deal with the business for which the meeting is requested.
- 12.12 Within 7 days, the Administrator must give to the Committee and members, 10 days' notice of the Special General Meeting :
- 12.12.1 Date, time and venue;
- 12.12.2 Proposed resolution or resolutions.

### *Procedure*

- 12.13 For all meetings, minutes will be kept by the Administrator and posted on the club notice board and electronically available on The Fencing Institute's website.
- 12.14 Meetings will be conducted in accordance with the recognised rules of debate and meeting procedure. Current and financial members are all eligible to vote at a general meeting, if over the age of 15 years.
- 12.15 Notices and other communications to members will be given by email to the last advised contact address of each member with their membership record.

## **13 Disputes and Appeals**

- 13.8 The Committee will appoint a sub-committee (to be called the Disputes Panel) to carry out enquiry and judicial functions of The Fencing Institute to deal with and decide disputes between members or member and the Committee and challenges or appeals by members against any decision of the Committee.
- 13.9 The Disputes Panel will be chaired by a senior member, who is not a member of the Committee, and who by reason of their fencing experience, legal or institutional knowledge, and personal skills, is appropriate for appointment. The other members of the Disputes Panel will be the senior referee and

one of the Club Captains, whose position will rotate 6 monthly with the other Club Captain, unless one must step down from a particular dispute or appeal by reason of interest in the subject matter or the parties involved.

- 13.10 The Disputes Panel will endeavour to secure a resolution of disputes between members or parties, but failing agreement, may appoint an independent mediator or conduct its own enquiry into the dispute or appeal, including convening a meeting of the parties. The procedures of the Disputes Panel will be inquisitorial, but always subject to the rules of natural justice.

## **14 Trophies, prizes and assets**

- 14.8 All trophies, prizes and property of The Fencing Institute are vested in the Committee to be held in trust for the members of The Fencing Institute.

## **15 Alterations to the Constitution**

- 15.8 This Constitution may only be altered, added to or rescinded by a special resolution passed by a 75% majority of current and financial members present at a general meeting convened in accordance with this Constitution.

## **16 Common seal**

- 16.8 The common seal of The Fencing Institute will be kept by the Treasurer on behalf of the Committee. It will be affixed to any deed entered or any other agreement or document by resolution of the Committee in the presence of and will the accompanying signatures of the Club Captains or one Club Captain and the Administrator.

## **17 Personal benefits**

- 17.8 No member or person associated with The Fencing Institute may participate in, or materially influence any decisions of, The Fencing Institute in respect of payment to, or on behalf of that person or any member of any income, benefit or advantage. This rule and its effect must not be removed from this Constitution and must be included in any alteration, addition to, or revision of, the Constitution.

## **18 Indemnity**

- 18.8 The Fencing Institute indemnifies its officers individually and the Committee against all damages, costs, including legal or expert consultant costs for which any such Committee member or delegated person may be, or become liable for, as a result of their actions or omissions in performing their functions in connection with The Fencing Institute, except occurring as a result of their reckless default or gross negligence or willful misconduct.

## **19 Dissolution**

- 19.8 The Fencing Institute may be voluntarily liquidated if a special resolution is passed at a general meeting to do so, and such resolution is confirmed by special resolution at a subsequent general meeting called for that purpose and held not earlier than 20 days after the date on which the original resolution was passed. In addition, The Fencing Institute may be dissolved or liquidated in accordance with the Incorporated Societies Act.

- 19.9 Upon dissolution or liquidation, should any property or assets remain after satisfaction of all debts and liabilities, that property shall be given or transferred to Fencing Mid South.