

CONSTITUTION

of the

LEVIN PISTOL CLUB INCORPORATED

DATE: 01 / 07 /2025

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1 NAME

- 1.1 The name of the incorporated society is the “Levin Pistol Club Incorporated”, which is abbreviated in this Constitution as “LPC”.
- 1.2 The registered office of the LPC shall be at a place determined by the Committee.

2 ENFORCEABILITY

- 2.1 If any Clause of this Constitution is determined to be invalid, illegal, or unenforceable, by or because of any relevant law or regulation, it shall not affect the operation or enforceability of any other Clause of this Constitution. Rather, the invalid, illegal, or unenforceable clause.
- 2.2 Clause shall be modified to the extent necessary so that it is valid, legal, and enforceable.

3 INTERPRETATION

- 3.1 Throughout this Constitution, except where inconsistent with the context, the following definitions shall apply:
 - 3.1.1 “AGM” means Annual General Meeting of the Members of the LPC.
 - 3.1.2 “Associate Member” means a person meeting the criteria set out in Clause 7.7 and who has applied for and been accepted by the LPC for Associate Membership in the manner described in that provision.
 - 3.1.3 “Committee” means the Committee of the LPC, or sub-committee as defined in Clause 12.8 which is set up by the Committee with the express purpose of performing tasks for or on behalf of the Committee.
 - 3.1.4 “Committee Member” means one or more of the following:
 - 3.1.4.1 The President;
 - 3.1.4.2 The Vice President;
 - 3.1.4.3 The Secretary;
 - 3.1.4.4 The Treasurer;
 - 3.1.4.5 (two) Armourers/Police Liaison Officers;
 - 3.1.4.6 Range master;
 - 3.1.4.7 (Two) Club training officers;
 - 3.1.4.8 The Club Captain;
 - 3.1.4.9 Each of the Full Members elected to the Committee by the Full Members in accordance with this Constitution; or
 - 3.1.4.10 Any Co-opted Committee Member

- 3.1.5 “The President” means: The Committee Member appointed to oversee and control the AGM or SGM pursuant to Clause 11.6; or The Committee Member appointed to oversee and control the Committee meetings pursuant to Clause 14.1.
- 3.1.6 “Clauses” means the provisions of this Constitution.
- 3.1.7 “Constitution” means this constitution, including any valid amendments to it.
- 3.1.8 “Co-opted Committee Member” means an individual appointed to the Committee under Clause 12.1.2.4 who may be a non-financial member of the LPC.
- 3.1.9 “day” means a calendar day, provided that in respect of any notice period it shall exclude the period commencing 24 December in any year and ending on 5 January in the following year (both days inclusive).
- 3.1.10 “Delegate” means an individual appointed by the Committee as described in Clause 13.2.15 (to be the LPC’s representative at National Meetings of PNZ). Any individual appointed by the Committee as their delegate must be a current Full member of the LPC.
- 3.1.11 “Elected Committee Member” means a Committee Member entitled to vote at a meeting of the Committee, being all of the Committee Members other than any Co- opted Committee Member.
- 3.1.12 “Full Member” means a person meeting the criteria set out in Clause 7.5 and who has applied for and been accepted by the LPC for Full Membership in the manner described in that provision.
- 3.1.13 “Full Resolution” means a resolution passed by a majority of votes cast.
- 3.1.14 “General Meeting” means an AGM or SGM.
- 3.1.15 “Honorary Life Member” means life membership of the LPC awarded to an individual in the manner described in Clause 7.3.
- 3.1.16 “Member” means any person meeting the criteria set out in Clause 7 and who has been accepted for membership of the LPC being a:
- 3.1.16.1 Honorary Life Member:
 - 3.1.16.2 Full Member:
 - 3.1.16.3 Associate Member:
 - 3.1.16.4 Junior Member:
 - 3.1.16.5 Family Member.
 - 3.1.16.6 Probationary member
- 3.1.17 “LPC” means LEVIN Pistol Club Incorporated.
- 3.1.18 “Notice of Motion” means an expression of intention to direct or cause a course of action to be taken.

- 3.1.19 “Objects” means the objects of the LPC described under Clause 4.
- 3.1.20 “PNZ” means Pistol New Zealand Incorporated.
- 3.1.21 “President” means the President of the LPC elected under the Constitution.
- 3.1.22 “Probationary member” means a new LPC member who has not completed their minimum of 6 months and/or 12 planned activities and/or completed the LPC training program,(signed off by the training officer) and/or committee approval of their full LPC membership.
- 3.1.23 “Registrar” means the Registrar of Incorporated Societies.
- 3.1.24 “Regulations” means any codes of conduct, by-laws, regulations, policies and procedure for the governance, management, and operation of the LPC enacted by the Committee.
- 3.1.25 “Remit” means a proposal placed before a General Meeting with the intention of changing the Constitution of the LPC.
- 3.1.26 “SGM” means Special General Meeting of the Members of the LPC.
- 3.1.27 “Special Resolution” means a resolution passed by two-thirds of those present and entitled to vote at the relevant meeting where the vote is called for in an SGM
- 3.1.28 “the Act” means the 2022 Act, provided that while LPC is incorporated under the 1908 Act, the Act will mean the 1908 Act to the extent that reference to the 2022. Act would infringe the terms of the 1908 Act or the terms of the 2022 Act are otherwise unable to be complied with until such time as LPC is incorporated under the 2022 Act. For the avoidance of doubt, the LPC intends the 2022 Act to apply to its operations to the maximum extent permitted pending its re-incorporation under the 2022 Act.
- 3.1.29 “the 1908 Act” means the Incorporated Societies Act 1908.
- 3.1.30 “the 2022 Act” means the Incorporated Societies Act 2022.

3.2 Interpretation

- 3.2.1 In this Constitution, unless the context requires otherwise:
- 3.2.2 a reference to any section or part of any enactment or any regulations refers to that section or part as amended, or the substitution of that enactment or those regulations.
- 3.2.3 “written” and “in writing” includes any means of reproducing words, figures or symbols in a: tangible and visible form; or visible form by electronic means that enables them to be stored in permanent form and be retrieved and read.

4 OBJECTS

- 4.1 The objects of the LPC are to:

- 4.1.1 Initiate, foster, and develop the practice of safe target pistol, target shotgun, and target rifle shooting as an amateur sporting activity in New Zealand for the health, well-being and benefit of all participants and the general public of New Zealand.
- 4.1.2 Promote safety, responsibility, and proficiency in the care and handling of firearms in the interest of personal and public safety.
- 4.1.3 Promote, conduct, and assist with the operation of club and interclub meetings, trials, and shooting competitions.
- 4.1.4 Consider and bring to the notice of any constituted body or authority such matters as may be deemed to affect the welfare or interests of Members or the advancement of the LPC's objects.
- 4.1.5 Subscribe to, become a member of, federate, or affiliate with and/or co-operate with any other associations, club, or body of shooters, whether incorporated or not, whose objects are altogether or in part similar to those of the LPC, and to procure from and communicate to any such other association, club or body such information as may be likely to promote the common objects and interest and to co-operate with any individual shooter who may have the like similar objects or interests.
- 4.1.6 To purchase, take on lease or in exchange or hire or otherwise acquire, hold mortgage and dispose of any real or personal property or any rights or privileges which the Club may think necessary or expedient for the purpose of attaining the objects of the Club or any part of them, or of promoting the interests of the Club or its members.
- 4.1.7 To promote and advance generally the interests of its members.
- 4.1.8 To invest the moneys of the Club not immediately required for any of its objects in such a manner as from time to time may be determined.
- 4.1.9 Do such thing or things (not being unlawful or inconsistent with these Clauses or of the Act) as in the opinion of the Committee would further the interests of Members.
- 4.1.10 The LPC will not act in such a way that it creates financial gain or benefit for individual members.

4.1.11 Comply with legislation and regulation relevant to the operation of the club.

5 POWERS

5.1 LPC has, both within and outside New Zealand, the full rights, powers, privileges, and full capacity to carry on or undertake any activity, do any act, or enter into any transaction. Without limiting the LPC's capacity and powers, but otherwise subject to the terms of this Constitution and the Act, the LPC has the power to:

5.1.1 Make, alter, or rescind Clauses, by Special Resolution in a AGM or SGM.

5.1.2 Purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, sell, or otherwise deal with property and other rights, privileges, and licences.

5.1.3 Control and raise money including the ability to borrow, invest, loan or advance monies and secure the payment of such money by way of mortgage or charge over all or part of any of its property and enter into guarantees.

5.1.4 To purchase, take on, lease or in exchange or hire or otherwise acquire, hold mortgage, and dispose of any real or personal property and any rights or privileges which the LPC may think necessary or expedient for the purposes of attaining the objects of the LPC or any part of them or promoting the interests of the LPC or its Members.

5.1.5 Determine, raise, and receive money by subscriptions, donations, fees, levies, entry or usage charges, sponsorship, government funding, community funding or otherwise as may be required from time to time to administer the affairs of the LPC.

5.1.6 Invest any money of the LPC not required for immediate use on deposit either at interest or on current account at any bank carrying on business in New Zealand being a bank registered under the Reserve Bank of New Zealand Act 1989 or at any building society carrying on business in New Zealand being a building society registered under the Building Societies Act 1965.

5.1.7 Produce, develop, create, license, and otherwise exploit, use, and protect the intellectual property of the LPC.

5.1.8 Make, alter, rescind, and enforce any Regulations.

- 5.1.9 Determine who are its Members and withdraw, suspend or terminate membership.
- 5.1.10 Implement disciplinary procedures and impose sanctions and penalties on any individual financial member.
- 5.1.11 Enter into and/or terminate contracts with competitors, staff, members, sponsors, media and other persons, agencies and organisations.
- 5.1.12 Delegate duties, co-opt, appoint, and dismiss sub-committees or individuals.
- 5.1.13 Disseminate private or other information about members with their consent, via written declaration, and subject to the purpose being in accordance with the Objects and Powers of the LPC.
- 5.1.14 Enter into, manage and terminate contracts or other arrangements with employees, contractors, sponsors, Members, other persons, and organisations.
- 5.1.15 Make, alter, rescind, and enforce clauses of competition.
- 5.1.16 Organise and control competitions, events and programmes and any application of shooting costs and fees thereof.
- 5.1.17 Construct maintain and develop buildings and grounds at which pistol, shotgun, and rifle target shooting can take place.
- 5.1.18 Assign functions to and/or enter into agreements with organisations such as PNZ, Sport New Zealand, the Sports Tribunal of New Zealand, Drug Free Sport New Zealand and any other relevant agencies.
- 5.1.19 To prohibit doping and to recognise Sport New Zealand, the Sports Tribunal of New Zealand, and Drug Free Sport New Zealand as the relevant entities to resolve all anti-doping violations committed by Members.
- 5.1.20 Delegate powers of the LPC to any member, co-opted person or sub-committee.

- 5.1.21 Purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, incorporated societies, or organisations whose activities or objects are similar to those of the LPC, or with which the LPC is authorised to amalgamate or generally for any purpose designed to benefit the LPC.
- 5.1.22 Do such other acts or things which, not being unlawful or inconsistent with the Act, in the opinion of the LPC are incidental or conducive to the attainment of the Objects and Powers of the LPC.

6 PATRON

- 6.1 At the LPC's discretion, a Patron of the LPC is a person who may be elected by a General Meeting. Any person or non-member may be elected to the office of patron.

7 MEMBERSHIP

- 7.1 The Members of the LPC shall be made up of:
 - 7.1.1 Honorary Life Membership;
 - 7.1.2 Full Membership;
 - 7.1.3 Associate Membership;
 - 7.1.4 Junior Membership;
 - 7.1.5 Family Membership.
- 7.2 There shall be three classes of membership:
 - 7.2.1 Ordinary membership:
 - 7.2.1.1 Full membership
 - 7.2.1.2 Junior membership
 - 7.2.1.3 Family membership
 - 7.2.1.4 Honorary life membership
 - 7.2.2 Probationary adult/junior membership
 - 7.2.3 Associate membership
- 7.3 Any person, of 15 years or older, shall be eligible to become a probationary Member on application to the LPC subject to Committee approval and on payment of the current subscription and entrance fee and who has:
 - 7.3.1 an interest in firearms use and ownership for sport and recreational purposes;
 - 7.3.2 objects and principles that are analogous to those of the LPC;

- 7.3.3 served a period of probation of not less than 6 (six) months, during which period the applicant may take part in such activities as the Committee may determine;
- 7.3.4 consented to be a Member; and supplied any other information, completed any application form, or attended any interview, as the Committee requires, provided however that, except for an Honorary Life Member validly appointed under Clause 7.4
- 7.3.5 the Committee shall have complete discretion when it decides whether or not to allow the applicant to become a Member.

7.4 Honorary Life Member

- 7.4.1 After the receipt of any nomination described in Clause 7.4.2, the AGM or SGM will, upon passing a Special Resolution giving effect to the same, bestow Honorary Life Membership of the LPC upon any individual so nominated, recognising the individual's outstanding life service to the LPC Committee.
- 7.4.2 Nominations for consideration of the position of Honorary Life Membership of the LPC may be made (to the AGM pursuant to Clause 11.1.4 or a SGM pursuant to Clause 11.2):
 - 7.4.3 To the AGM by any Full Member or by the Committee submitting a nomination for Honorary Life Membership of the LPC. Any such nominations shall be accompanied by supporting history of the nominee. Those details shall thereafter be circulated to Full Members and Committee Members not less than 21 (twenty-one) days prior to the AGM; or
 - 7.4.4 To a SGM by 10 (ten) Full Members or the Committee submitting a nomination for Honorary Life Membership of the LPC. Any such nominations shall be accompanied by a supporting history of the nominee. Those details shall thereafter be circulated to Full Members and Committee Members not less than 21 (twenty-one) days prior to the SGM.
- 7.4.5 Any member who has given outstanding service to the Club may, on the recommendation of the Committee be elected as an Honorary Life Member at any Annual or Special General Meeting provided that a minimum of 2/3 of persons vote in favour.

7.4.6 Honorary Life Members shall enjoy all privileges of a member (subject to licencing) and have the right to attend all meetings where they shall have the right to speak but shall not have any right to vote.

7.4.7 Honorary Life Members status may only be removed through the passing of a Special Resolution in accordance with the procedure in clause 7.4.2.

7.5 Full Membership

7.5.1 Subject to this Clause 7.5, Full Membership is limited to firearms licence holders, holding or intending to hold a B-endorsement (pistol club endorsement) on their firearms licence. Full Membership may be granted by the Committee to any eligible applicant on payment of the current subscription and entrance fee.

7.5.2 Any person wishing to apply for Full Membership of LPC shall be nominated by an existing Full Member and the LPC training officer and both shall sign the LPC membership application form. The applicant must sign acknowledging a full understanding and acceptance of the LPC Constitution and Regulations and forward their application to the LPC Secretary. The applicant shall furnish such other information as may be requested by the LPC Committee. The applicant must accept that:

7.5.2.1 The Committee shall unilaterally retain the right to determine the threshold requirements that any applicant must establish to the satisfaction of the Committee prior to granting any Full Membership, provided always that such threshold requirements for appointment shall not be inconsistent with these Clauses; and refusing to approve any application for Full Membership of the LPC. In such an instance the Committee's decision shall be final and there shall be no right of appeal from the applicant.

7.5.3 Should the applicant be successful in becoming a Full Member of the LPC, notice shall be given thereof in writing to the applicant by the Secretary.

7.6 Associate Membership

- 7.6.1 Subject always to this Clause 7.6, those wishing to have the privilege of using certain LPC facilities, but who have or intend to have a Category B endorsement on their firearms licence may apply to be admitted as Associate Members. Associate Membership may be granted by the Committee to any eligible applicant on payment of the current subscription and entrance fee.
- 7.6.2 An associate member of the LPC is a member, who's primary annual PNZ membership is submitted by another pistol club (The primary membership club) and the LPC membership is used as a secondary pistol club membership.
- 7.6.3 As an associate member of the LPC the member has the right to be part of the LPC activities and use the LPC facilities.
- 7.6.4 An associate member's restrictions are:
- 7.6.4.1 They cannot be a member or hold office on the LPC committee.
- 7.6.4.2 They cannot vote in any membership meeting.
- 7.6.5 Any person wishing to apply for Associate Membership of LPC shall be nominated by an existing Full or Associate Member and both shall sign the LPC membership application form and submit this to the LPC secretary. The applicant must sign acknowledging a full understanding and acceptance of the LPC Constitution and Regulations and forward their application to the Secretary. The applicant shall furnish such other information as may be requested by the LPC Committee. The applicant must accept that:
- 7.6.5.1 The Committee shall unilaterally retain the right to determine the threshold requirements that any applicant must establish to the satisfaction of the Committee prior to granting any Associate Membership, provided always that such threshold requirements for appointment shall not be inconsistent with these Clauses; and
- 7.6.5.2 The Committee shall not be required to provide a reason or explanation for refusing to approve any application for Associate Membership of LPC. In such an instance the Committee's decision shall be final and there shall be no right of appeal from the applicant.
- 7.6.5.3 The associate membership becomes valid after payment of the fees has been received.

7.6.6 Associate Members shall only have the right to attend / speak at any General Meeting. Associate Members do not have voting rights at a General Meeting.

7.6.7 The Committee can determine, from time to time, the total number (threshold) of Associate Memberships being granted.

7.6.8 Should the applicant be successful in becoming an Associate Member of the LPC, notice shall be given thereof in writing to the applicant by the Secretary.

7.7 Junior Membership

7.7.1 Subject always to this Clause 7.8, Junior Membership may be granted by the Committee to any eligible applicant on payment of the current subscription and entrance fee to anyone:

7.7.2 Who is 15 (fifteen) years or over and under the age of 18 (eighteen) years old

7.7.3 Who is a current holder of a New Zealand Firearms Licence or has been vetted by the local arms officer to be an appropriate candidate to be a member of the LPC.

7.7.4 an existing Full or Associate Member shall counter sign the LPC membership application form. The applicant must sign acknowledging a full understanding and acceptance of the LPC Constitution and Regulations and forward their application to the Secretary. The applicant shall furnish such other information as may be requested by the Committee. The applicant must accept that:

7.7.4.1 The Committee shall unilaterally retain the right to determine the threshold requirements that any applicant must establish to the satisfaction of the Committee prior to granting any Junior Membership, provided always that such threshold requirements for appointment shall not be inconsistent with these Clauses; and

7.7.4.2 The Committee shall not be required to provide a reason or explanation for refusing to approve any application for Junior Membership of LPC. In such an instance the Committee's decision shall be final and there shall be no right of appeal from the applicant.

7.7.5 Any person wishing to apply for Junior Membership of LPC shall be nominated by an adult member

7.7.6 Should the applicant be successful in becoming a Junior Member of the LPC, notice shall be given thereof in writing to the applicant by the Secretary. Their application becomes valid after payment of the fees.

7.8 Family Membership

7.8.1 The senior member of a family and his/her spouse/partner and their children under 18 (eighteen) years of age shall be eligible for Family Membership on application to the LPC and on payment of the current subscription and entrance fee. Only Full Members shall be eligible for Family Membership.

7.9 Register of Members

7.9.1 The Committee will keep and maintain a register of members, which must contain:

7.9.1.1 the name of each Member;

7.9.1.2 the last known contact details of each Member;

7.9.1.3 the date (as near as possible in the case of existing Members) on which each person became a Member; and

7.9.1.4 all other information prescribed by any regulations under the Act.

7.9.2 The Secretary is responsible for updating the register of members as soon as practicable after becoming aware of changes to the information recorded on the register.

8 MEMBERSHIP RIGHTS AND OBLIGATIONS

8.1 Members acknowledge and agree that:

8.1.1 An application for membership of LPC must be in writing and in such format as may be required by the Committee from time to time. All applications for membership will be determined by the Committee.

8.1.2 They are bound by this Constitution and the Regulations.

8.1.3 In order to receive or continue to receive membership entitlements, Members must meet all requirements of membership set out in this Constitution or as otherwise set by the Committee, including payment of any membership, subscription, levy or other fees within a required time period and adherence to the range standing orders

- 8.1.4 The failure by a Member to comply with Clause 8.1.3 may result in the Committee giving notice in writing of the withdrawal of that Member's entitlements as provided for in Clause 9.3, but any such notice shall not excuse such Member from being bound by this Constitution.
- 8.1.5 Members are entitled to all rights, entitlements, and privileges of membership conferred by this Constitution.
- 8.1.6 If a Member's contact details change, that Member shall give the new postal or email address or telephone number to the Secretary.
- 8.1.7 Membership of the LPC is annual, commencing on 1st April each year and expiring on 30th March in the following year. The membership requirements as set out in this Constitution and any regulations including (but not limited to) the obligation to pay the annual subscription) must be adhered to in order to have the Member's membership of the LPC renewed.
- 8.1.8 Members are required to reapply and pay for membership prior to the 29th of April of each year, otherwise their LPC membership will expire.
- 8.1.9 All Members shall promote the Objects of the LPC and shall do nothing to bring the LPC into disrepute.

9 RESIGNATION AND TERMINATION OF MEMBERSHIP

- 9.1 Any Member may resign from the LPC by giving notice in writing to the Secretary of their intention to do so but shall be liable to pay all subscriptions and levies for the current year.
- 9.2 Any Member who has not renewed their club membership within 28 days after the end of the membership year shall be removed from membership of the LPC, but the Committee may, at its discretion, reinstate the Member on payment of all amounts due.
- 9.3 Membership can be terminated in the following way:
- 9.3.1 Instant dismissal from the Club membership due to Serious Misconduct. Serious Misconduct entails:
 - 9.3.1.1 Theft of the Club's property.
 - 9.3.1.2 Fraud towards the Club.
 - 9.3.1.3 Shooting under the influence of alcohol or recreational drugs or the use of alcohol or recreational drugs while on the range.
 - 9.3.1.4 Intentional damage of the Club's property.

- 9.3.1.5 Failing to adhere to a reasonable instruction from any Range Officer.
- 9.3.1.6 Failing to adhere to the range standing orders.
- 9.3.1.7 Threatening behaviour towards other members on the range.
- 9.3.1.8 Pointing a gun at another person.
- 9.3.1.9 Persistent bullying or harassment of other Club members.
- 9.3.1.10 Any behaviour that potentially puts personal or public safety in jeopardy.

9.3.2 Any Members who have had any of the following actions taken against them will be immediately suspended from membership of the Club:

- 9.3.2.1 Their firearms licence and / or Endorsement(s) have been ceased / suspended / revoked for any statutory reasons or their firearms licence and / or endorsements are considered for revocation by the relevant statutory body.

9.3.3 If, for any reason whatsoever outside serious misconduct, the Committee is of the view that a Member is breaching the Constitution or Bylaws of the Club or acting in a manner inconsistent with the purposes of the Club, the Committee may give written notice of this to the Member (“the Committee’s Notice”). The Committee’s Notice must:

- 9.3.3.1 Explain how the Member is breaching the Constitution or Bylaws or acting in a manner inconsistent with the purposes of the Club.
- 9.3.3.2 State what the Member must do in order to remedy the situation; or state that the Member must write to the Committee giving reasons why the Committee should not terminate the Member’s Membership.
- 9.3.3.3 State that if, within 28 days of the Member receiving the Committee’s Notice, the Committee is not satisfied, the Committee may in its absolute discretion immediately terminate the Member’s Membership.
- 9.3.3.4 State that if the Committee terminates the Member’s Membership, the Member may appeal to the Club as described in clause 22 dispute resolution of this constitution.

9.3.4 28 days after the Member received the Committee's Notice, the Committee may in its absolute discretion by majority vote terminate the Member's Membership by giving the Member written notice ("Termination Notice"), which takes immediate effect. The Termination Notice must state that the Member may appeal to the Club in accordance with clause 22 Dispute Resolution of this constitution. The appeal must be submitted to the LPC secretary within 28 days of the Member's receipt of the Termination Notice.

9.3.5 The Member will have the right to be fairly heard at a Committee Meeting held within the following 28 days. If the Member chooses, the Member may provide the Secretary with a written explanation of the events as the Member sees them ("the Member's Explanation"), and the Member may require the Secretary to give the Member's Explanation to every other committee Member within 7 days of the Secretary receiving the Member's Explanation. If the Member is not satisfied that the other committee Members have had sufficient time to consider the Member's Explanation, the Member may defer his or her right to be heard until the following committee Meeting.

9.3.6 When the Member is heard at a committee Meeting, the committee may question the Member to obtain clarification on what happened.

9.3.7 The Committee shall then by majority vote decide whether to let the termination stand, or whether to reinstate the Member. The Committee's decision will be final.

9.3.8 Notwithstanding any other provision in this constitution, any range master / officer appointed in accordance with this constitution as appointed by the committee may suspend any member from taking part in any shooting activity or competition pending a decision on any matter by the committee or any properly appointed committee controlling such shooting activity or competition.

9.3.9 If, in the sole opinion of the Committee, a Member fails to comply with this Constitution including any Regulations or if a Member acts in a manner which is considered by the Committee to be harmful to the LPC or inconsistent with the standards of behaviour expected of a Member or a risk to the general public, then the Committee may suspend that person's membership. The Committee must give written notice of this to the Member ("Committee's Notice"). The Committee's Notice must:

- 9.3.9.1 Explain how the suspended Member is breaching the requirement.
- 9.3.9.2 State whether the suspended Member's membership has been suspended pending final determination, and if so, from when.
- 9.3.9.3 State what the suspended Member must do in order to remedy the situation, or state that the suspended Member must write to the Committee giving reasons why the Committee should not terminate the suspended Member's membership of the LPC.
- 9.3.9.4 State that if, within 28 days of the suspended Member receiving the Committee's Notice, the Committee is not satisfied, the Committee may in its absolute discretion immediately terminate the suspended Member's membership of the LPC.
- 9.3.9.5 Unless the suspended Member is under a probation period, state that if the Committee terminates the suspended Member's membership of the LPC, the suspended Member may appeal to the Members at the next AGM.

9.3.10 28 days after the suspended Member receives the Committee's Notice, the Committee may at its absolute discretion by Full Resolution terminate the Member's membership of the LPC by giving the suspended Member written notice ("Termination Notice"), which takes immediate effect. Unless the suspended Member is under a probation period, the Termination Notice must state that the suspended Member may appeal to the Members at the next AGM by giving written notice to the Secretary ("Member's Notice") within 28 days of the suspended Member's receipt of the Termination Notice. No right of appeal applies to any suspended Member under a probation period.

9.3.11 If the suspended Member gives the Member's Notice to the Secretary, the suspended Member will have the right to be fairly heard at the next AGM. If the suspended Member chooses, the suspended Member may provide the Secretary with a written explanation of the events as the suspended Member sees them to be provided to other Members as part of the notice of AGM.

9.3.12 When the suspended Member is heard at the AGM, the assembled Members may question the suspended Member and the Committee Members. The Full Members present at the AGM shall then by majority vote decide whether they support the termination, or whether they wish to request that the Committee reinstate the suspended Member. Their decision will be advisory only, and the Committee will have the final say on whether to terminate or reinstate the membership (but must provide written reasons to the suspended Member and record such decision in the Minutes for any decision departing from the recommendation of the AGM).

9.3.13 Except as provided in this Clause 9, there shall be no right of appeal from the Committee's decision to withdraw, suspend or terminate a Member, provided that the Committee must record in writing the reason/s described in Clause 9.3.

9.3.14 Notwithstanding any other provisions in these Clauses, any Officer appointed in accordance with this Constitution may suspend any Member from accessing any LPC facilities or taking part in any shooting activity or competition pending a decision on any matter by the Committee or any properly appointed committee controlling such shooting activity or competition.

10 MEMBERSHIP FEES

10.1 The annual subscription, entrance fees, and any other levies payable by each Member shall be determined at a General Meeting for each class of Member. The Committee shall provide to the General Meeting a recommendation proposing the level of the annual subscription, entrance fee, and any other levy.

10.2 Annual subscriptions shall become due and payable immediately following the 1st of April and no later than the 28th April in each year. The AGM shall be called by the Committee who will propose the annual subscriptions which have been determined by resolution at an earlier Committee meeting.

- 10.3 Where an application for membership is received after 1 October in any financial year, the remaining due portion of that year's annual subscription may be set at the annual subscription divided by 2 (two).
- 10.4 The first annual subscription, or part thereof as determined by the Committee, and the entrance fee of a prospective candidate shall be forwarded to the Secretary with their application for membership, prior to probationary membership being approved.
- 10.5 The Committee may, from time to time, resolve that a fee shall be set relating to specific activities of the LPC.
- 10.6 Any activity requiring payment of a fee must be paid prior to any Member participating in that activity. Failure to participate in a specific activity, or failure to pay fees for specific activities, shall not affect Members' obligations as specified by these Clauses. At the discretion of the Committee, the Member may be excluded from participating in any future activities until such arrears are paid.
- 10.7 Without limiting the LPC's other rights and powers in respect of late payment of any fees, subscriptions or levies, the Committee may apply an additional 50% "late payment" charge to any Member for any overdue payment to recover the additional administration costs and expenses incurred.

11 GENERAL MEETINGS

11.1 Annual General Meeting

- 11.1.1 The LPC must hold an AGM once every year at such time and place as the Committee determines, at a date not later than 3 (three) months after the end of financial year balance date of the LPC and not later than 15 (fifteen) months after the previous AGM.
- 11.1.2 Any other General Meetings of the Members shall be SGMs.
- 11.1.3 The Committee must give Members at least 21 (twenty-one) days written notice of an AGM. The notice can be given by such reasonable methods (including e-mail) as the Committee may determine.
- 11.1.4 Any Full Member desiring to move a Remit or Notice of Motion or nomination for full life membership at the AGM shall give notice in writing that must be received by the Committee must be 28 days preceding the meeting. The aforesaid Remits and Notices of Motion delivered to Members, together with a notice of the said AGM, not less than 21 (twenty-one) days prior to that meeting.

11.1.5 Members desirous of including additional items of general business shall give notice in writing at 28 days prior to the AGM to the Secretary who shall then notify all Members the extra item/s of general business at least 21 days prior to the AGM.

11.1.6 A draft agenda containing the business to be discussed at the AGM together with the President's annual report, reports of Sub-Committees and the annual accounts (audited/reviewed if required under Clause 16) shall be sent to the Committee and the Members in writing not less than 21 (twenty- one) days before the date of the AGM. Additional items of business introduced during the AGM that are not listed on the agenda cannot be voted on but may be discussed by unanimous agreement of the meeting.

11.1.7 The following business shall be conducted, generally but not necessarily, in the following order at the AGM except that the election of the Committee, consistent with 12.1.6, shall always be the last item:

11.1.7.1 The receipt from the President of the President's annual report on the operation and affairs of the LPC for the preceding year, including any information prescribed by the regulations under the Act.

11.1.7.2 The receipt from the Committee of the annual financial statement for the preceding financial year.

11.1.7.3 Presenting any Committee Member disclosures of interests during the preceding financial year (including a brief summary of the matters, or types of matters, to which those disclosures relate).

11.1.7.4 The approval of honoraria as required.

11.1.7.5 The setting of the entrance fee or any other levies provided the entrance fee or any other levies have not already been resolved by an earlier AGM/SGM for the next financial year.

11.1.7.6 A decision on the appointment of an auditor/reviewer for the next financial year.

11.1.7.7 Consideration of any Remits and Notices of Motion as defined in the Constitution.

11.1.7.8 Any other items of business that have been properly submitted for consideration at the AGM.

11.1.7.9 The election of the Committee for the forthcoming year.

11.2 Special General Meetings

11.2.1 The Committee must call an SGM either from:

- 11.2.1.1 The Committee itself by unanimous decision; or
- 11.2.1.2 Upon the written request of not less than 10 (ten) Full Members, or if there are less than 10 Full Members in the club, by all the Full Members.
 - 11.2.2 The written request for an SGM must state the purpose for which the SGM is requested.
 - 11.2.3 The Committee must give Members at least 21 (twenty-one) days written notice of an SGM. The notice can be given by such reasonable methods (including e-mail) as the Committee may determine. The meeting must be held within 30 (thirty) days of receipt of the written request, at a time and place determined by the Committee.
 - 11.2.4 The SGM must only deal with the business for which the SGM is requested.
 - 11.2.5 If the purpose of the SGM is to consider a Remit ,a Notice of Motion or a nomination for full life membership, then the details of that Remit or Notice of Motion must be attached to or incorporated within the Committee’s notice to the Members of the SGM described in Clause 11.2.3.

11.3 Minutes

- 11.3.1 Full written minutes shall be kept of all General Meetings. Such minutes shall be furnished to Members and Committee Members within 28 (twenty-eight) days of such meetings.

11.4 Irregularities

- 11.4.1 Any irregularity, error or omission in notices, agendas and relevant papers of General Meetings or the omission to give notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:

- 11.4.1.1 The Chairperson at his or her discretion (acting reasonably) determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission; and
- 11.4.1.2 A motion to proceed is put to the meeting and a Special Resolution is obtained in favour of the motion to proceed.

11.5 Quorum

11.5.1 A General Meeting may be held by a quorum of persons:

11.5.1.1 Being assembled together at the time and place appointed for the General Meeting; participating in the meeting by means of audio link, audiovisual link, or other electronic communication; or by a combination of both of these methods.

11.5.1.2 No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to commence. The quorum for a General Meeting shall be not fewer than ten (10) Full Members, or if there are fewer than ten (10) Full Members in the LPC, then a quorum shall be not less than 80% of the Full Members. The quorum must be present at all times during the meeting.

11.5.1.3 Persons participating by way of audio link, audiovisual link, or other electronic communication shall be counted for the purpose of quorum.

11.5.2 If a quorum is not obtained within half an hour of the intended commencement time of the General Meeting, then the General Meeting shall be adjourned to such other day, time and place as determined by the Committee and if no quorum is obtained at the stage of such further General Meeting, then the Members present at that further General Meeting are deemed to constitute a valid quorum.

11.6 Control of General Meetings and Voting

11.6.1 The President shall preside at the General Meetings as its chairperson. If the President is unavailable, then the Vice President shall chair the meeting. In the absence of both the President and the Vice President, the meeting shall elect a Chairperson from the Full Members present.

11.6.2 Only Members are eligible to be present at a General Meeting in accordance with this Constitution:

11.6.2.1 Observers and associate members shall have the right to speak at such meetings, but do not have the right to vote and are not eligible for nomination as a Committee Member.

11.6.2.2 Co-opted Committee Members invited by the Committee to attend shall have the right to speak at such meetings, but do not have the right to vote and are not eligible for nomination as a Committee Member unless they are a Full Member.

11.6.2.3 The Committee may invite, at their discretion, any person (regardless of whether they are a Member) to attend a General Meeting as an observer or to speak on a topic relevant to any matter for discussion at a General Meeting.

11.6.2.4 For the avoidance of doubt, only Full Members have a right to vote at a General Meeting.

11.7 Method of Voting

11.7.1 Voting shall generally be conducted by voices or by show of hands as determined by the Chairperson of the meeting unless a secret ballot is called for and approved by Full Resolution. At the discretion of the President, Full Members may participate by way of audio link, audiovisual link, or other electronic communication and may vote by suitable electronic means determined by the Secretary.

11.7.2 Each Full Member shall be entitled to one vote at all General Meetings except for a casting vote if required by the Chairperson in Clause 11.7.7

11.7.3 Family Membership is entitled to 2 (two) votes when 2 (two) or more Family

11.7.4 Members must be present at the meeting.

11.7.5 In the event of more than the required number of candidates being nominated for the election to any Office or to the Committee, voting shall be by secret ballot.

11.7.6 Proxy votes and postal votes are **not** permitted at General Meetings.

11.7.7 In the event of equality of votes at a General Meeting, the Chairperson shall have a casting vote which she/he may exercise or not at their discretion. For the sake of clarity, the Chairperson is entitled to vote as a Full Member and may also have a casting vote in addition to their original vote.

11.7.8 In the event that a secret ballot is called, two scrutineers must be appointed at the General Meeting to count the votes. Neither scrutineer may cast a vote.

11.8 Resolution in lieu of meeting

11.8.1 A written resolution, in lieu of a meeting, passed in accordance with sections 89 – 92 of the Act is as valid as if it had been passed at a General Meeting if it is approved by no less than 75% of the Full Members who are entitled to vote on the matter at a General Meeting. The written resolution in lieu of meeting may be approved by electronic means.

12 COMMITTEE

12.1 Officers and Committee of the LPC

12.1.1 The Officers of the LPC shall be members of the Committee and consist of:

12.1.1.1 The President;

12.1.1.2 The Vice President;

12.1.1.3 The Treasurer;

12.1.1.4 The Secretary;

12.1.1.5 The range master;

12.1.1.6 The club training officer;

12.1.1.7 The master Armourers / Police Liaison Officers; and

12.1.1.8 The Club Captain.

12.1.2 The Committee:

12.1.2.1 Shall comprise of the Officers described in Clause 12.1.1 which need to represent at least 5 individuals; and

12.1.2.2 Additionally, up to 10 more Full Members; and

12.1.2.3 Shall include any Committee appointed positions left vacant at the AGM and any subsequent casual vacancies on the Committee; and

12.1.2.4 May include up to 3 (three) Committee appointed Co-opted positions deemed necessary to complement expediency on the Committee, provide that at all times the majority of the Committee must be Members.

12.1.3 Only individual Full Members are eligible for nomination by a Full Member for the position of an Officer and any such nomination shall be made in accordance with Clause 12.4.

12.1.4 The Secretary shall advise all Full Members and the Committee in writing not later than 28 days preceding the AGM that written nominations for the Committee positions along with the nominee's acceptance thereof, are required to be in the hands of the LPC by 21 days preceding the AGM. The Secretary shall advise all Full Members and the Committee, in writing not less than 21 (twenty- one) days prior to the AGM, of those nominations received.

12.1.5 In the event of there being no nomination received for any position on the Committee prior to the AGM, then further nominations shall be called for any unfilled positions at the AGM. If there are insufficient nominations for the positions, and an officer's position remains vacant then a Full Member may simultaneously hold the position of a maximum of 3 officer positions as determined by the AGM. Otherwise, the position shall be left vacant and filled as if it were a vacancy in accordance with Clause 12.6.

12.1.6 The election of the Committee shall be the last business conducted at the AGM.

12.2 Mandatory Roles of Committee members

12.2.1 The President 's primary objective is:

12.2.1.1 The overall management, leadership, public relations and promotion of the Club.

12.2.1.2 To be the point of contact for Range Inspectors for inspections of the range(s) and for ensuring that the range Standing Orders are kept clearly visible and in good order and the range meets the requirements of the Range Inspectors and the Police approval.

12.2.1.3 Any specific responsibilities as approved by the LPC committee and set out in the document President position expectations.

12.2.1.4 The President is responsible for:

12.2.1.5 Ensuring this Constitution is followed.

12.2.1.6 Convening Committee meetings and establishing whether a quorum is present (see Clause 14.5).

12.2.1.7 Chairing meetings, deciding who may speak and when.

12.2.1.8 Overseeing the operation of the LPC.

12.2.1.9 Providing a report on the operations of the LPC at each AGM.

Countersigning applications for 'B' class Firearms Endorsements for prospective applicants.

12.2.2 The Vice-President is responsible for:

- 12.2.2.1 Assuming the role of Chair at Committee and General Meetings should the President be unavailable.
- 12.2.2.2 Assuming all other responsibilities of the President during the absence of the President for any reason.
- 12.2.2.3 Assuming the role of President for the remainder of the current year should the President's membership cease for any reason under Clause 9.

12.2.3 The Secretary's primary objective is:

- 12.2.3.1 Accurate administration and record keeping for the Club
- 12.2.3.2 Any specific responsibilities as approved by the committee and set out in the document Secretary position expectation.
- 12.2.3.3 The Secretary is responsible for:
- 12.2.3.4 Recording the minutes of the meetings of the LPC.
- 12.2.3.5 Keeping the register of members (including, but not necessarily limited to the information required under the Act).
- 12.2.3.6 Holding the LPC's records, documents, and books except those required for the Treasurer's function.
- 12.2.3.7 Receiving and replying to correspondence as required by the Committee. Advising the Registrar of any changes to this Constitution.
- 12.2.3.8 Countersigning applications for 'B' class Firearms Endorsements for prospective applicants
- 12.2.3.9 Serving, along with up to two other Committee Members, as the contact person for the LPC as required under the Act.
- 12.2.3.10 Any specific responsibilities as approved by the committee and set out in the document Secretary position expectation.

12.2.4 The Treasurer is responsible for:

- 12.2.4.1 Keeping proper up to date accounting records of the LPC's financial transactions to allow the LPC's financial position to be readily ascertained.
- 12.2.4.2 Preparing the annual financial statement for presentation at each AGM that shall be prepared in accordance with the LPC's accounting practices and the requirements of the Act.
- 12.2.4.3 Providing a financial report at each AGM.
- 12.2.4.4 Providing financial information to the Committee as the Committee determines.
- 12.2.4.5 Forwarding the certified annual financial statement for the LPC to the Registrar upon their approval by the Members at an AGM.

12.2.4.6 Any specific responsibilities as approved by the committee and set out in the document Secretary position expectation.

12.2.5 The Armourer / Police Liaison Officer is responsible for:

12.2.5.1 The safe custody and maintenance of all LPC firearms and related equipment owned, borrowed by, donated to, or in the legal custody of the LPC.

12.2.5.2 In coordination with the police liaison officer ensuring that on the death of any Full Member, their firearms are in legal custody.

12.2.5.3 Maintaining good relations and communication with the NZ Police and Arms Officers including any pistol shooting related government appointed bodies.

12.2.5.4 Acting as liaison for Full Members frustrated by Assisting full members in the legal process in obtaining Firearm Licence "B" endorsements.

12.2.5.5 Having a reasonable knowledge of the Arms Act, and its amendments and any other regulations, guidelines, codes of practice, guidelines made current from time to time.

12.2.5.6 Coordinating and responding to any known calls to the LPC for submissions to changes to legislation controlling the use of firearms in New Zealand.

12.2.5.7 Any specific responsibilities as approved by the committee and set out in the document Secretary position expectation.

12.2.6 The Club Captain is responsible for:

12.2.6.1 Keeping a record of all scores shot by Members during competitions and publishing results to affected Members in a timely manner.

12.2.6.2 Holding a record of appropriate handicaps and gradings.

12.2.6.3 Publishing the LPC club day competition calendar.

12.2.6.4 Setting the course of competition on Club Day.

12.2.6.5 Overseeing arrangements for inter-club competition.

12.2.6.6 Any specific responsibilities as approved by the committee and set out in the document Secretary position expectation.

12.2.7 The Range Master primary objective is:

12.2.7.1 To be a suitable qualified member and supervise the conduct of all Club practice, trial, competition and general shoots.

12.2.7.2 Any specific responsibilities as approved by the committee and set out in the document Range Master position expectations.

12.2.8 The Club Training officer's primary objective is:

12.2.8.1 To organize coaching and training sessions and guide new members through their probation period. They will be the organizing officer for Range Officer tests and training as well as any other safety related training requirements.

12.2.8.2 Any specific responsibilities as approved by the committee and set out in the document Club Training Officer's position expectations.

12.2.9 The Non-Officers on the Committee are responsible for:

12.2.9.1 Providing support to the Officers of the LPC in carrying out the responsibilities listed under Clause 12.2.

12.2.10 All Officers may be required to perform further supplementary roles and duties determined by the Committee from time to time and included in separate job descriptions.

12.3 Role of the Committee

12.3.1 The governance of the LPC shall be vested in the Committee, which may exercise all the powers of the LPC and do all things which are not expressly required to be undertaken by the LPC at a General Meeting.

12.4 Membership of the Committee

12.4.1 The Committee shall comprise the Officers and additional representatives described in Clauses 12.1.1 and 12.1.2.

12.4.2 Committee Member may resign from the Committee by written notice given to the Secretary and President.

12.4.3 The following persons shall not be eligible for appointment as a Committee Member or remain in office as a Committee Member:

- 12.4.3.1 A person who is an employee of, or contractor to the LPC
- 12.4.3.2 A person who is an undischarged bankrupt or is subject to a condition not yet fulfilled or any order under the Insolvency Act 2006, or any equivalent provisions under any previous or replacement legislation
- 12.4.3.3 A person who has been convicted of any offence punishable by a term of imprisonment of two (2) or more years under the Arms Act 1983, Crimes Act 1961 or Misuse of Drugs Act 1975 (whether or not a term of imprisonment is imposed) unless that person has obtained a pardon or has served the sentence imposed on them
- 12.4.3.4 A person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under the Companies Act 1993 or the Charitable Trusts Act 1957
- 12.4.3.5 A person who is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988
- 12.4.3.6 A person who is subject to disqualification pursuant to Sec 47 (3) of the Act.
- 12.4.3.7 A person who is prohibited from being associated with firearms.

12.4.4 If any of the circumstances listed in Clause 12.4.3 occur to a Committee Member, the Committee Member shall be deemed to have vacated his/her office upon the relevant authority making an order or finding against the Committee Member of any of those circumstances. If a Committee Member becomes or holds any position in Clause 12.1.1 or 12.1.2, then upon appointment to such a position, that Committee Member shall be deemed to have vacated his/her office as a Committee Member.

12.5 Terms of Office of Committee Members

12.5.1 The President shall stand for a period on one year and shall be eligible for reappointment. If no further nominations are received in subsequent years, the incumbent President is eligible to hold the Office until such time as any nomination is received.

12.5.2 Except for the President the members of the Committee are elected for one year or until the next succeeding AGM, when they shall retire but be eligible for re- election.

12.5.3 Other Committee members are co-opted for a term determined by the Committee but not exceeding the appointed term of the Committee.

12.6 Vacancies on the Committee

12.6.1 The Committee has the power to fill any Committee position left vacant at the completion of the preceding AGM or subsequently becoming vacant during the term of current Committee tenure.

12.6.2 In the event of death, termination, or resignation of the President the remaining Committee Members must appoint another Committee member to fill the vacancy of the President.

12.6.3 Any member of the Committee failing to attend 3 (three) consecutive meetings without the leave of the President shall automatically forfeit their position, unless there are extenuating circumstances approved by the Committee, and the Committee shall have the power to appoint a replacement for the remainder of the term.

12.6.4 The term of office for a person appointed to fill a vacancy under this Clause 12.6 shall expire at the conclusion of the AGM following their appointment. Thereafter the vacancy shall be determined in accordance with this Constitution.

12.7 Removal of Committee Member

12.7.1 Full Members may request, by Notice of Motion signed or assented to by the number of Full Members required to instigate a SGM under Clause 11.2.1(b), the removal of any Committee Member before the expiry of their term of office at a SGM called for this specific purpose, if the Full Members consider the Committee Member has breached his or her duties as specified in Clause 13.

12.7.2 Upon the Committee receiving a request for an SGM for the purpose of removing a Committee Member, the Committee shall send the notice to the Committee Member concerned, in addition to the Full Members in accordance with Clauses 11.2.

12.7.3 Before voting at the SGM on the resolution to remove a Committee Member, the Committee Member affected by the proposed resolution shall be given the opportunity prior to and at the SGM to make submissions in writing and/or verbally to the Committee and the Members in relation to the proposed resolution.

- 12.7.4 A Special Resolution passed at the SGM called under this clause 12.7 shall be necessary for the initiating Notice of Motion under clause 12.7.1 to be upheld.
- 12.7.5 Voting will be by secret ballot with two (2) non-voting scrutineers.
- 12.7.6 Where any Committee Member is removed from his or position, the removal shall take effect immediately.
- 12.7.7 Where a Co-Opted Committee Member is removed under this Clause 12.7 the Committee may appoint another person in their place to hold office until the expiration of the term of the Co-opted Committee Member which he or she is replacing.
- 12.7.8 Where the removed Committee Member was the President, the vacancy shall be filled in accordance with Clause 12.6.

12.8 Sub-Committees

- 12.8.1 The Committee has the power to establish sub-committees or other groups consisting of Co-opted Members of the LPC, who need not be members of the Committee, for any purpose within the powers of the Committee, to carry out any work of the Committee by its delegated authority.
- 12.8.2 At least one committee officer IE. the President, Secretary, and Treasurer shall be ex-officio member of all sub-committees of the LPC.
- 12.8.3 At all meetings of sub-committees of the LPC, in the event of equality of voting, the President shall have a casting vote.

13 DUTIES AND POWERS OF THE COMMITTEE

13.1 The duties of each Committee Member are to:

- 13.1.1 Regularly attend Committee meetings and General Meetings of the LPC.
- 13.1.2 Provide good governance for the LPC.
- 13.1.3 Exercise the powers of the Committee for proper purpose.
- 13.1.4 Regularly monitor and review the performance of the LPC.
- 13.1.5 Act in good faith and in what the Committee Member believes to be the best interests of the LPC.

- 13.1.6 Act, and ensure the LPC acts, in accordance with this Constitution and the Act.
- 13.1.7 Formulate such Regulations as are appropriate for the LPC.
- 13.1.8 Where appropriate, engage in activities to promote, market, represent and fundraise for the LPC.
- 13.1.9 Disclose to the Committee the nature and extent of any interest in a transaction or proposed transaction as soon as the Committee Member becomes aware of the fact that she/he has such interest.
- 13.1.10 Take such other steps as determined by the Committee in respect of any interest specified in Clause 13.1.9, which may include, without limitation, abstaining from deliberations and/or vote regarding such interest.
- 13.1.11 Not disclose information that the Committee Member would not otherwise have available other than in his or her capacity as a Committee Member to any person, or use of, or act on the information except:
 - 13.1.11.1 As agreed by the Committee for the purposes of the LPC;
 - 13.1.11.2 As required by law; or
 - 13.1.11.3 To persons, or for reasons identical to those specified in sections 145(2) and 145(3) of the Companies Act 1993
- 13.1.12 Report to the committee and if necessary, suspend any club member in breach of the constitution and/or range standing orders until the next available committee meeting
- 13.1.13 Do such other things within these Clauses as the Committee agrees to promote the objects of the LPC.

13.2 Without limiting section 46 of the Act, the Committee shall have the power to:

- 13.2.1 Adopt and review a strategic plan for the LPC.
- 13.2.2 Adopt and review an annual plan and budget for the LPC.
- 13.2.3 Determine applications from individuals wishing to be probationary or full Members of the LPC.
- 13.2.4 Approve clauses and regulations (including, but not limited to, conditions of entry) for any LPC competitions or events conducted by a Full Member under the authority of the LPC.

- 13.2.5 Establish sub-committees, or other groups to carry out any work of the Committee by its delegated authority. The members of any such sub-committee or other group may not necessarily be confined to the members of the Committee but shall be subject always to the Clauses herein.
- 13.2.6 Determine the yearly calendar for shooting competitions and planned activities calendar
- 13.2.7 Subject to this Constitution, fill vacancies on the Committee, committees or other groups which are established by it.
- 13.2.8 Control expenditure and raise funds to fulfil the Objects of the LPC.
- 13.2.9 Open and operate in the name of the LPC such bank accounts or Building Society accounts as deemed necessary.
- 13.2.10 Make, repeal, or amend any Regulations as it thinks appropriate.
- 13.2.11 Engage, contract, or otherwise agree to obtain the assistance or advice of any person or organisation for the Committee.
- 13.2.12 Resolve and determine any disputes or matters not provided for in this Constitution. Every such determination shall be binding upon the LPC and its Members unless and until it is set aside by a Special Resolution at a General Meeting of the LPC.
- 13.2.13 Recommend to the AGM the election of any person to be an Honorary Life Member of the LPC.
- 13.2.14 Appoint up to three Co-opted Committee Members.
- 13.2.15 Appoint a LPC Full Member Delegate to attend and vote (subject to of the terms of the PNZ Constitution) at any chosen PNZ General Meeting and whose name shall have been forwarded to the Executive Officer of PNZ no later than the time required by PNZ prior to the PNZ General Meeting.
- 13.2.16 Do all other acts and things which are within the powers and objects of the LPC
- 13.2.17 and which the Committee considers are appropriate.

13.3 If any situation arises that, in the opinion of the Committee, is not provided for in the Constitution or any Regulations, the matter will be determined by the Committee.

13.4 Discipline of members

13.4.1 Membership may be suspended or cancelled by the Committee at any time, with or without forfeiture of any subscription moneys which may have been paid. Any person whose membership may have been so suspended or cancelled shall have the right to appeal to an Annual or Special General meeting, when a majority of two-thirds of the full members present and voting shall be necessary for the Committee's decision to be reversed.

13.4.2 Notwithstanding any other provision in this constitution, any Range Officer appointed in accordance with this constitution or appointed by the Committee may suspend any member from taking part in any shooting activity or competition pending a decision on any matter by the Committee or any properly appointed Committee controlling such shooting activity or competition.

13.4.3 Any committee member may temporarily suspend an ordinary member for failure to adhere to the range standing orders. This suspension will be valid until the next scheduled committee meeting when the committee will discuss any disciplinary action required. The committee member will advise the president and secretary of the LPC of any of such suspension within 7 days.

14 COMMITTEE MEETINGS AND PROCEDURE

14.1 The President shall be the Chairperson for Committee meetings. In the event of the President being absent from the meeting, the Vice President shall act as Chairperson. In the absence of both the President and the Vice President, the meeting shall elect a Chairperson from the Committee members present.

14.2 Except to the extent specified in this Constitution, the Committee shall regulate its own procedure.

14.3 The role of a Chairperson is to chair meetings of the Committee and to represent the Committee. In the event of the unavailability of the President for any reason, then another Committee Member appointed by the Committee shall chair the meeting during the period of unavailability.

14.4 Committee meetings may be called at any reasonable time by the Chairperson or two Committee Members but generally the Committee shall meet at regular intervals agreed by the Committee.

14.5 The quorum for a Committee meeting shall be more than fifty per cent of the Elected Committee Members who must be present all times during the meeting.

14.6 Each Elected Committee Member shall have one vote. In the event of equality of votes at a Committee Meeting, the Chairperson shall have a casting vote which s/he may exercise or not at their discretion. For the sake of clarity, where the Chairperson is not the President, the Chairperson is entitled to vote as a Committee member and may also have a casting vote in addition to the original vote. Co-opted Committee Members invited by the Committee to attend shall have the right to speak at such meetings, but do not have the right to propose, second, or vote. Voting shall be by voices or upon request of any Committee Member by a show of hands or by a ballot. Postal voting is not permitted.

14.7 Elected Committee Members unable to attend a Committee meeting shall be entitled to be represented by a proxy and the following shall apply to all proxy appointments:

14.7.1 Notice of proxy must be provided in writing to the LPC prior to the meeting.

14.7.2 A proxy may only be vested in a Committee Member and they must be present at the meeting to cast a vote.

14.7.3 A Committee Member holding a proxy for one Committee Member may not hold a proxy for another Committee Member.

14.7.4 A written resolution, in lieu of a meeting, passed in accordance with sections 89 – 92 of the Act is as valid as if it had been passed by a majority of the Elected Committee at a Committee meeting. The written resolution, in lieu of a meeting, may be approved by electronic means.

14.7.5 Any Committee Member may participate in any meeting of the Committee and, except for Co-opted Committee Members, vote on any proposed resolution at a meeting of the Committee without being physically present. This may only occur at meetings by telephone, through video conferencing facilities or by other means of electronic communication provided that prior notice of the meeting is given to all Committee Members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by a Committee Member in this manner at a meeting shall constitute the presence of that Committee Member at that meeting for the purpose of a quorum.

- 14.7.6 The AGM may, by majority vote, pay an honorarium and/or reimburse its Committee Members for their actual and reasonable expenses incurred in the conduct of the LPC's business. Prior to doing so the Committee must establish a policy to be applied to any question of reimbursement and the payment of the honoraria.
- 14.7.7 Full written electronic minutes shall be kept of all Committee meetings and meetings of sub-committees. Such minutes shall be furnished to Committee Members and on request to Full Members within twenty-eight (28) days of such meetings, provide that any matters which the Committee deems to be confidential, commercially sensitive, or subject to privacy restrictions may be omitted from the minutes furnished to Full Members.
- 14.7.8 Any irregularity, error or omission in notices, agendas and relevant papers of Committee meetings or the omission to give notice within the required time frame or the omission to give notice to all Committee Members and any other error in the organisation of the meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:
- 14.7.9 The Chairperson at his or her discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission; and
- 14.7.10 A motion to proceed is put to the meeting and a majority, of not less than two-thirds of votes cast, is obtained in favour of the motion to proceed.

15 FINANCES

- 15.1 Unless otherwise determined by a Special Resolution passed at a General Meeting, the financial year of the LPC shall begin on the first day of April and end on the last day of March.
- 15.2 Statements of financial position and financial performance shall be prepared each year and the prepared accounts shall be submitted to the AGM.
- 15.3 A certified financial statement shall be delivered annually to the Registrar pursuant to the Act.

- 15.4 The Treasurer shall be responsible for the day-to-day financial affairs of the LPC in accordance with the Constitution and Regulations of the LPC and within such delegated authority as may be imposed by the Committee. This will include, but is not restricted to, regular financial reporting to the Committee, and preparation of the annual financial statement and budget.
- 15.5 All payments must be made by electronic bank transfer. All electronic transactions shall be authorised on behalf of the LPC by any two signatories from time to time appointed by the Committee.
- 15.6 The LPC may from time to time invest and reinvest in securities authorised by the Committee upon such terms as it may think fit.
- 15.7 The LPC may by Special Resolution at a General Meeting resolve to borrow or raise and secure the repayment of such sums or sums of money in such manner as they shall think fit and in particular by mortgages, bonds, debentures or other securities, charged upon all or any of the LPC's assets (both present and future) and to purchase, redeem and pay off such securities.
- 15.8 Notwithstanding anything herein contained none of the following matters or things shall be affected or carried out or modified except in accordance with a Special Resolution at a General Meeting:
- 15.8.1 The investment on behalf of the LPC of any amount exceeding \$10,000.00 provided that this clause shall not apply to investment with any bank account operated by the LPC with a registered bank under the Reserve Bank of New Zealand Act 1989 or any investment with any building society account operated by the LPC with any building society registered under the Building Societies Act 1965.
 - 15.8.2 The purchase or dispositions of any land or other real property; earthworks; or the erection or improvement of any building involving an outlay in excess of \$5,000.00
 - 15.8.3 The purchase or disposition of any other assets of a cost or value in excess of \$5,000.00, the raising or borrowing of any sum of money whether secured or unsecured in excess of \$5,000.00.

16 AUDITOR / REVIEWER

- 16.1 An auditor/reviewer may be appointed by the AGM, or failing such appointment may be appointed subsequently by the Committee. If the LPC chooses to make such appointment, then:
- 16.1.1 The auditor/reviewer shall not be a member of the LPC committee.

- 16.1.2 The auditor/reviewer must be a suitably qualified person.
- 16.1.3 The auditor/reviewer shall at all times have access to the LPC's books or accounts and shall be entitled to any information relating thereto on any matter deemed necessary or desirable for the purposes of the audit/review and shall have the assistance of the Committee in the examination of such books and accounts if requested.
- 16.1.4 An annual financial statement of the LPC shall be presented to the AGM by the Committee for affirmation and duly certified by an Officer of the LPC for its records and delivery to the Registrar of Incorporated Societies pursuant to the Act.

17 COMMON SEAL

- 17.1 The common seal of the LPC shall be kept in the control of the Secretary
- 17.2 The Committee of the Club shall provide a common seal for the Club and may from time to time replace it with a new one.
- 17.3 The Secretary shall have custody of the common seal.
- 17.4 The common seal can be affixed to every official document

18 ALTERATIONS OF CLAUSES

- 18.1 Without limiting section 31 of the Act (which allow minor or technical amendments to be made by the Committee), the Constitution may only be altered, added to or rescinded by Special Resolution passed at a General Meeting. At least 21 (twenty-one) days before the General Meeting, at which any Constitution change is to be considered, the Secretary shall give to Members written notice of the proposed motion, the reasons for the proposal, and any recommendations the Committee has.
- 18.2 No alteration, addition to or revision of this Constitution shall be approved if will result in the LPC no longer complying with the requirements of the Act (for example, the prohibition against financial gain of any of its Members). This Clause 18.2 must not be removed from the Constitution and must be included in any alteration of, addition to or revision of the Constitution.

19 DELEGATION

- 19.1 The Committee shall appoint all delegates and representatives to represent the LPC on anybody or organisation. The Committee shall determine the conditions and terms of appointment of such officers and officials.
- 19.2 The LPC President may at all times accompany such persons appointed in Clause 19.1.

20 REGULATIONS

- 20.1 The Committee may promulgate from time to time such Regulations as it considers appropriate, including but not limited to, a code of conduct, anti-match-fixing clauses, anti-harassment policy, nomination and selection criteria and anti-doping regulations, so long as such Regulations are not repugnant to the Constitution or to the provisions of law. Such Regulations when promulgated shall be recorded in a Regulations register maintained by the LPC and shall be available for inspection by any Member on request to the Secretary.
- 20.2 Any Regulations promulgated under this Clause 20 shall be binding not only on all Members of the LPC but shall be binding on all persons affiliated to the LPC or otherwise using LPC facilities.
- 20.3 Regulations promulgated under this Clause 20 may be restricted, amended, or added to from time to time only by Full Resolution of the Committee.

21 APPLICATION OF INCOME

- 21.1 The income and property of LPC shall be applied solely towards the promotion of the Objects of the LPC. No Committee Member of the LPC, or any person affiliated to or associated with a Committee Member, is permitted to take part in, or influence any decision made by the LPC in respect of payments to, or on behalf of, the Committee Member or person associated with the Committee Member of any income, benefit, or advantage.
- 21.2 Except as provided in this Constitution:
- 21.2.1 No portion of the income or property of the LPC shall be paid or transferred, directly or indirectly, by way of dividend, bonus, or otherwise to any Member; and
 - 21.2.2 No remuneration or other benefit in money or money's worth shall be paid, or given, by the organisation to any Committee Member except under Clauses 14.7.6 or 21.4.
- 21.3 Any payments made to a Member of the LPC, or person affiliated to or associated with a member, must be for goods or services that advance the purpose of the LPC, and must be reasonable and relative to payments that would be made between unrelated parties.
- 21.4 The reasonable costs for each Committee Member and each Co-opted Committee Member to attend Committee and General Meetings may be paid by the LPC.
- 21.5 The provisions of this Clause 21 and their effect must not be removed from the Constitution and must be included in any alteration of, addition to, or revision of, the Constitution.

22 DISPUTE RESOLUTION

22.1 DISPUTE RESOLUTION AND DISCIPLINE - MEANINGS OF DISPUTE

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

22.1.2 A complaint is an expression of dissatisfaction with performance or outcomes.

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

22.1.3.1 2 or more Members

22.1.3.2 1 or more Members and the Club

22.1.3.3 1 or more Members and 1 or more Officers

22.1.3.4 2 or more Officers

22.1.3.5 1 or more Officers and the Club

22.1.3.6 1 or more Members or Officers and the Club.

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

22.1.4.1 a Member or an Officer has engaged in misconduct

22.1.4.2 a Member or an Officer has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Act

22.1.4.3 the Club has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or the Act

22.1.4.4 a Member's rights or interests as a Member have been damaged or Member's rights or interests generally have been damaged.

22.1.5 A Member or an Officer may make a complaint by giving to the Council (or a complaints sub-committee) a notice in writing that—

22.1.5.1 states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and

22.1.5.2 sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and

22.1.5.3 sets out any other information or allegations reasonably required by the Club.

22.1.6 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—

22.1.6.1 states that the Club is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and

22.1.6.2 sets out the allegation to which the dispute relates.

- 22.1.7 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.
- 22.1.8 A complaint may be made in any other reasonable manner permitted by the Club's Constitution.
- 22.1.9 All Members (including the Council) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Club's activities.
- 22.1.10 The complainant raising a dispute, and the Council, 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.

22.2 HOW COMPLAINT IS MADE

- 22.2.1 A Member or an Officer may make a complaint by giving to the Council (or a complaints sub-committee) a notice in writing that—
- 22.2.1.1 states that the Member or Officer is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
- 22.2.1.2 sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
- 22.2.1.3 sets out any other information reasonably required by the Club.
- 22.2.2 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—
- 22.2.2.1 states that the Club is starting a procedure for resolving a dispute in accordance with the Club's Constitution; and
- 22.2.2.2 sets out the allegation to which the dispute relates.
- 22.2.3 The information given 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.
- 22.2.4 A complaint may be made in any other reasonable manner permitted by the Club's Constitution.

22.3 PERSON WHO MAKES COMPLAINT HAS RIGHT TO BE HEARD

22.3.1 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.

22.3.2 If the Club makes a complaint—

22.3.2.1 the Club has a right to be heard before the complaint is resolved or any outcome is determined; and

22.3.2.2 an Officer may exercise that right on behalf of the Club.

22.3.3 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—

22.3.3.1 they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and

22.3.3.2 an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and

22.3.3.3 an oral hearing (if any) is held before the decision maker; and

22.3.3.4 the Member's, Officer's, or Club's written or verbal statement or submissions (if any) are considered by the decision maker.

22.4 PERSON WHO IS SUBJECT OF COMPLAINT HAS RIGHT TO BE HEARD

22.4.1 This clause applies if a complaint involves an allegation that a Member, an Officer, or the Club (the 'respondent')—

22.4.1.1 has engaged in misconduct; or

22.4.1.2 has breached, or is likely to breach, a duty under the Club's Constitution or bylaws or this Act; or

22.4.1.3 has damaged the rights or interests of a Member or the rights or interests of Members generally.

22.4.2 The respondent has a right to be heard before the complaint is resolved or any outcome is determined.

22.4.3 If the respondent is the Club, an Officer may exercise the right on behalf of the Club.

22.4.4 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—

22.4.4.1 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

22.4.4.2 the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and

22.4.4.3 an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and

- 22.4.4.4 an oral hearing (if any) is held before the decision maker; and
- 22.4.4.5 the respondent's written statement or submissions (if any) are considered by the decision maker.

22.5 INVESTIGATING AND DETERMINING A DISPUTE

22.5.1 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.

22.5.2 Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner and in accordance with the provisions of the Act.

22.6 CLUB MAY DECIDE NOT TO PROCEED FURTHER WITH A COMPLAINT

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

- 22.6.1.1 the complaint is considered to be trivial; or
- 22.6.1.2 the complaint does not appear to disclose or involve any allegation of the following kind:
 - 22.6.1.2.1 that a Member or an Officer has engaged in material misconduct:
 - 22.6.1.2.2 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:
 - 22.6.1.2.3 that a Member's rights or interests or Members' rights or interests generally have been materially damaged:
- 22.6.1.3 the complaint appears to be without foundation or there is no apparent evidence to support it; or
- 22.6.1.4 the person who makes the complaint has an insignificant interest in the matter; or
- 22.6.1.5 the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the Constitution; or
- 22.6.1.6 there has been an undue delay in making the complaint.

22.7 CLUB MAY REFER A COMPLAINT

22.7.1 The Club may refer a complaint to—

22.7.1.1 a sub-committee or an external person to investigate and report;
or

22.7.1.2 a sub-committee, an arbitral tribunal, or an external person to investigate and make a decision.

22.7.2 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).

22.8 DECISION MAKERS

22.8.1 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 sub-committee consider that there are reasonable grounds to believe that the person may not be—

22.8.1.1 impartial; or

22.8.1.2 able to consider the matter without a predetermined view.

23 LIQUIDATION

23.1 The LPC must be liquidated if the LPC, at a General Meeting of its Members, passes a Special Resolution appointing a liquidator and requiring the LPC to be liquidated and this resolution is confirmed by further Special Resolution at a subsequent General Meeting called for that purpose and held not earlier than thirty (30) days after the date on which the resolution so to be confirmed is passed.

23.2 If upon the winding-up or dissolution of the LPC there remains after the satisfaction of all its debts and liabilities any property whatsoever, the property shall not be paid to or distributed among individual members of the LPC but shall by Special Resolution, be given or transferred to a Member Association of PNZ, some other association, organisation or body having objects similar to the objects of the LPC, or to some other charitable organisation or purpose within New Zealand, provided that in each case they are a not-for-profit entity as defined in the Act.

23.3 Should the LPC be unable to make a decision satisfying Clause 22.2 then the remaining property of the LPC shall be distributed in such a manner in all respects as the Registrar may determine.

23.4 The provisions and effect of this Clause 22 that require surplus assets are only to be distributed to a not-for-profit entity must not be removed from the Constitution and must be included in any alteration of, addition to, or revision of, the Constitution.

24 INDEMNITY AND INSURANCE

- 24.1 The LPC shall indemnify every member of the Committee, and other officers and employees of the LPC in respect of liability to any person other than the LPC for any act or omission in their capacity as an officer, a member, or an employee of the LPC (not being a liability specified in section 96(2) of the Act) and costs incurred by the officer, member, or employee in defending or settling any claim or proceeding relating to that liability (as permitted under section 96(3) of the Act), except from their own respective wilful neglect or any deliberate act contrary to this Constitution.
- 24.2 The LPC may, with the prior approval of the Committee, effect insurance for an officer, a member, or an employee to the maximum extent permitted under section 97 of the Act. The Committee Members who vote in favour of authorising the insurance under this Clause must sign a certificate stating that, in their opinion, the cost of effecting the insurance is fair to the LPC.

25 REQUIREMENT

- 25.1 The Secretary shall make available to any Member on request, a copy of this Constitution and any Regulations for examination.

26 NOTICES

- 26.1 Any notice required to be given under this Constitution will be considered effective if in writing delivered personally, posted by pre-paid mail, sent by facsimile or by other electronic means to:
- 26.1.1 an address that has successfully been used to correspond with the recipient within the previous 18 months unless notice has been given that the address is no longer valid; or
 - 26.1.2 the last advised address in the register of members.
- 26.2 Each notice will be considered to be received:
- 26.2.1 in the case of personal delivery, when delivered;
 - 26.2.2 in the case of post, three (3) days after the date of posting; and
 - 26.2.3 if sent by facsimile, e-mail, text or other electronic means, at the time the communication leaves the sender's information system.
- 26.3 In the case of public notice, the notice may be:
- 26.3.1 published in a newspaper or newspapers generally circulating in the district or districts in which the majority of the Members reside and any other area where, in the reasonable opinion of the Committee, a significant concentration of the Members reside; and
 - 26.3.2 may also be published by notice or other form of written communication or by electronic media, including television or radio.

27 MATTERS NOT PROVIDED FOR

27.1 If any matter shall arise which is not, or which in the opinion of the Committee is not provided for under these Clauses, the same shall be determined by the Committee in such manner as it shall deem fit, and every such determination shall be binding upon the Club and its Members unless and until set aside by a Special Resolution of a General Meeting.