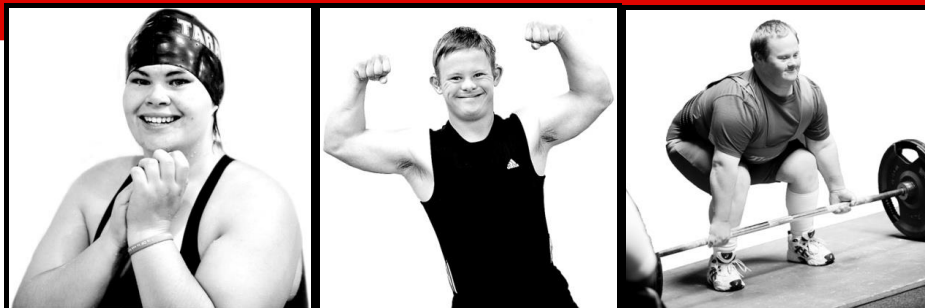




***Special
Olympics***
New Zealand

Rules of Special Olympics (Club Name)



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AGREEMENT FOR ACCREDITATION

1. **Special Olympics (Insert Club Name) (the Club)** has applied for and been granted affiliation with Special Olympics New Zealand (**the Trust**). Affiliation is for a period of twelve months from 1st January to 31st December in each calendar year. It is subject to annual renewal based on compliance outlined in the Club Rules and subject to the continuing accreditation of Special Olympics New Zealand by Special Olympics International (**SOI**) each calendar year.
2. As a condition of affiliation, the Club agrees to be bound by the Club Rules, and by the Constitution of the Trust as amended by the Trust from time to time.
3. The Club acknowledges that the Trust is responsible for maintaining the good name and reputation of the Trust and as such, agrees not to bring this name or reputation into disrepute, or to do anything which might harm the image of Special Olympics New Zealand in the eyes of the public.
4. If, in the opinion of the Trust:
 - (a) the Club is in breach of the Rules and does not remedy that breach; or
 - (b) the Club's actions negatively impact on the good name and reputation of the Trust, or potentially cause the public image of the Trust to be tarnished,the Club acknowledges that the Trust has the power to suspend or terminate the Club's affiliation, or take control of the operation of the Club in accordance with the Club Rules.
5. The Club also acknowledges that it is required to maintain its status as a charitable organisation under the Charities Act 2005. The Club hereby agrees to inclusion in the Trust's Group Registration with the Charities Commission, and agrees not to act in any way that may compromise the Club's or the Trust's individual or collective charitable status.

The Club accepts these terms and agrees to be bound by these Club Rules:

Club Name **SPECIAL OLYMPICS (Insert Club Name)**

Signed: _____ Club Chairperson Date:

Signed: _____ Club Secretary Date:

Signed: _____ Club Treasurer Date:

1. INTRODUCTION AND BACKGROUND

- 1.1 **Accreditation: Special Olympics (Club Name)** is an accredited member of the Trust, which is an approved charitable organisation and an accredited member of Special Olympics International.
- 1.2 **Constitution to prevail:** Where there is inconsistency between these rules and the Constitution of the Trust, the Constitution shall prevail.
- 1.3 **Clubs to comply with General Rules of Special Olympics International:** The Clubs will familiarise themselves with the requirements of Special Olympics International, and will not conduct themselves in a manner that is inconsistent with the requirements of Special Olympics International.
- 1.4 **Rules:** The parameters of a Club's operation are outlined within these Rules. Any matters not covered by these Rules shall be decided upon by the Trust.

2. INTERPRETATION

- 2.1 **Definitions:** In these Rules, unless the context otherwise requires, all terms that have been defined in the Constitution of the Trust, shall have that meaning or as otherwise prescribed by the Trust.
- 2.2 In addition to those definitions outlined in the Constitution:
 - (a) **Athlete Representative** means an Athlete representing the interests of the Athletes in the Club's Geographic Area, appointed in accordance with clause 7.5;
 - (b) **Club Executive** means a Club's elected officials, whose role it is to run the Club effectively and democratically for the benefit of the athletes, in line with the rules and regulations requested by the Trust through the Constitution.
 - (c) **Club** means this **Special Olympics (Insert Club Name) Club**;
 - (c) **Club Chair** means the person elected to this role in accordance with clause 6.3 (a);
 - (d) **Club Handbook** means the Trust's Club Handbook which may be updated by the Trust from time to time;
 - (e) **Club Secretary** means the person elected to this role in accordance with clause 6.3 (b);
 - (f) **Club Treasurer** means the person elected to this role in accordance with clause 6.3(c);

- (g) **General Executive Member** means the people elected to the Club Executive in accordance with clause 6.3.
- (h) **Geographic Area** means the Geographic Area from which the Club draws its Athletes as determined by the Trust or as determined where necessary, in conjunction with the relevant Regional Council.
- (i) **National Office** means Special Olympics New Zealand management office based at Pelorus Trust Sports House, 93 Hutt Park Road, Seaview, Lower Hutt 5045.
- (j) **Non-Sanctioned Sport** means a sport that is not recognised as an approved Special Olympics New Zealand sport.
- (k) **Sanctioned Sport** means a sport defined in the Accreditation Standards and in the Official Special Olympic Sports Rules as being offered as an approved sport by the Trust;
- (l) **Volunteer** means a person giving their time freely in one of the Volunteer capacities of the Trust.

2.3 **Headings for guidance only:** All headings, numbering and emphasis in these Rules are for guidance purposes only and are not intended to have any effect on the interpretation or meanings given to any part of these Rules.

2.4 **Special Olympics Objects:** Except where otherwise defined in these Rules, or in the Constitution of the Trust, capitalised terms defined by Special Olympic General Rules have the same meaning in these Rules.

2.5 **Power of Interpretation:** Subject to clause 1.2, In the event that any issue as to interpretation or definition of a term arises from these Rules, the Chief Executive Officer, Special Olympics New Zealand shall have the power to arrive at a definition.

3. **CLUB ACCREDITATION**

3.1 **Application for a New Club:** The Trust will consider an application for the Club's accreditation during the calendar year. If the application is made during the calendar year then accreditation will be offered up to 31st December of the year in question. The application is made through the relevant Regional Sports Coordinator in the Club's Geographic Area, on the form titled "New Club Formation". It is recommended that support is also sought from the relevant Regional Council Chair prior to the time of application. The completed form is then submitted to the Chief Executive Officer who will present the Club for approval at the next Board of Trustees' Meeting. Following this meeting the Regional Sports Coordinator is advised of the outcome and will share this with the applicant.

3.2 **Annual Application for Accreditation:** Following the initial period of accreditation approved under Clause 3.1 clubs will be required to apply annually for renewal of their accreditation. If granted, the renewal period will be for the period 1st January to 31st December.

3.3 **Documents required for application:** When submitting an application for annual accreditation, the Club must submit the following documentation:

- (a) a copy of the Club's independently audited or reviewed Performance Report for the period 1st January – 31st December;
- (b) the Agreement for Accreditation (Page 3) signed by the Club Chairperson, Treasurer and Secretary holding office at the time the application for accreditation is made;
- (c) an up to date record of the Club's membership details;
- (d) details of the sanctioned and non-sanctioned sports that the Club is offering together with the names of the approved coaches for each sport;
- (e) the Club's events schedule held in the last 12 months together with the approved calendar of Club events for the year in which accreditation is required; and
- (f) any other information that the Trust may specify from time to time.

3.4 **Effect of Accreditation:** Accreditation shall entitle the Club to:

- (a) conduct Special Olympics events in its Geographic Area;

- (b) recruit and enlist members of the Club;
- (c) use the name and logo of Special Olympics New Zealand or a local name and logo approved by the Trust;
- (d) use the bank account established for the Club. The bank account should be arranged through a registered bank as agreed with the Trust but does not necessarily have to be the same bank as Special Olympics New Zealand.
- (e) any other rights or privileges as the Trust shall determine from time to time.

3.5 **Renewal of Accreditation:** A Club shall renew its accreditation on an annual basis, following receipt of the audited annual accounts to 31st December of the previous year at National Office. The Trust shall be under no obligation to renew accreditation of the Club. If accreditation is not renewed, the Trust shall provide the Club concerned with the reasons accreditation was not achieved, and agree on an approach and an appropriate timeframe to remedy these reasons.

3.6 **Effect of Termination of Accreditation:** If the Club does not have its accreditation renewed it;

- (a) will cease to be a Club for the purposes of the Constitution and any other governing documents of the Trust;
- (b) must cease to use the name “Special Olympics” and any trademarks or other intellectual property associated with the Trust; and
- (c) will transfer power of attorney to the Trust.

4. **ROLE OF THE CLUB**

4.1 **Club to promote Special Olympics:** To foster and promote the objectives of the Trust in the Club’s Geographic Area, in line with Rules, policies and guidelines as defined by the Trust’s and local Club Rules as agreed by the Trust from time to time.

4.2 **Club to coordinate local programme:** To administer and coordinate the programme of the Trust in the Club’s designated Geographic Area. To promote the aims of the Trust on such terms and conditions as the Trust determines from time to time.

4.3 **Club to manage Athlete contact:** To manage the contact with the Athletes, their families and Volunteers within the Geographic Area and to facilitate the Athletes’ participation in training and competitive sporting engagements and any Healthy Athletes Programme requirements at local, regional, national and international levels in accordance with these Club Rules.

- 4.4 **School-based Athletes:** To manage the contact with school-based athletes through the Regional Sport Coordinators and facilitate their participation in local Special Olympics Programmes. This includes supporting the transition of the school-based athletes from school to Club training and competition as appropriate through a structured plan agreed through the Regional Sport Coordinator and agreed with that particular Club and its Geographic Area.
- 4.5 **Fundraising:** To undertaking fundraising, within guidelines as defined by the Trust, on behalf of the Athletes registered with the Club for sports training and competitions within the guidelines and collect funds to maintain and develop the Special Olympics programme in the Geographic Area.
- 4.6 **Volunteers:** To promote, access and co-ordinate training programmes for Volunteers in line with the Trust's guidelines. Please refer to the 'Framework for Volunteering' within the Club Handbook.

5. **RESPONSIBILITIES OF THE CLUB**

- 5.1 **Compliance with Rules:** To comply with, and ensure that its Members comply with the Rules, policies, guidelines and objectives of the Trust, including the Constitution of the Trust and these Club Rules which may be altered by the Trust from time to time.
- 5.2 **Regional Councils:** To work co-operatively under the direction of the appropriate Regional Council.
- 5.3 **Finances:** To manage the finances of the Club to ensure its financial viability.
- 5.4 **Minutes:** To keep minutes of all meetings and forward copies of these minutes to the Trust through the Regional Sports Coordinator.
- 5.5 **Records:** To maintain records of contact details, health information, training and competition records for athletes, and volunteers who participate in the Club's programme. To forward all applications for membership to National Office for registration and to forward all records to National Office in the manner determined by the Trust on an annual basis.
- 5.6 **Opportunities for Athletes:** To provide all participating athletes with training opportunities, and to provide regular competition opportunities (at least one competition per year) in each sanctioned sport that the Club offers.

- 5.7 **Support of parallel programmes:** To the best of its ability, the Club will offer support to and facilitate the running of any Special Olympics programmes that may be devised and offered by the Trust from time to time.
- 5.8 **Reputation:** To ensure the good name and reputation of Special Olympics New Zealand and the Club is maintained.

6. **CLUB EXECUTIVE**

- 6.1 **Role of Club Executive:** The Club shall have a Club Executive whose role is to run the Club effectively and democratically for the benefit of the Athletes, in line with the Constitution of the Trust, and these Club Rules, which may be modified by the Trust from time to time.
- 6.2 **Term of Club Executive:** All Club Executive members shall hold office from one Annual General Meeting until the conclusion of elections at the next Annual General Meeting on which date they shall retire, but may be re-elected for a further term.
- 6.3 **Composition of Executive:** The Club Executive must consist of an elected Chair, Treasurer and Secretary and sufficient other elected General Executive Members to meet the Club's requirements as determined by the Club. It is desirable (note it is a mandatory requirement for the Trust) that there be at least one person on the General Executive who is a member of an Athlete's family and one person who represents the Athletes.
- (a) **Club Chair:** The Club Chair will adhere to the job description outlined in the Club Handbook and in particular shall:
- i. represent the Club at the meetings of the Regional Council; and
 - ii. chair the meetings of the Club Executive.
- (b) **Club Secretary:** The Club Secretary will adhere to the job description outlined in the Club Handbook.
- (c) **Club Treasurer:** The Club Treasurer will adhere to the job description for Club Treasurer outlined in the Club Handbook.
- (d) **Sports Co-ordinator/Sports Representatives:** The General Executive may include a Sports Co-ordinator who shall ensure that there is one Sports Representative for each sanctioned sport that the Club is active in and will co-ordinate the sanctioned sports offered. The Sports Representative will represent the interests of all persons involved in the Sport he or she

represents at the Club. For the avoidance of doubt, a Club is active in a Sport if the Club has been authorised by the Trust to offer that particular sport, and they are actively providing training and competition opportunities to Athletes engaged in this sport.

(e) **Appointment and Co-option:** where positions of the Executive Committee are unable to be filled through the election process parties may be appointed or co-opted to fill those positions. Appointed and co-opted committee members, as with elected ones shall be for the term outlined in clause 6.2. A resolution must be passed by the Club to support the appointment or co-option.

(f) **Clearance:** All Club committee members, whether elected, appointed or co-opted, must be fully registered before taking up their position.

6.4 **Removal from Club Executive:** A person shall cease being a member of the Club Executive in any of the following events:

(a) by written resignation;

(b) by resolution of the Club Executive;

(c) if they cease to be qualified to be an officer of a charitable organisation as determined by section 16 of the Charities Act 2005; or

(d) by determination of the Trust.

6.5 **Club Executive can request resignation:** The Club Executive shall, with a two thirds majority, have the ability to request the resignation of a Club Executive Member.

6.6 **Vacancy:** If a vacancy occurs pursuant to clause 6.4 or 6.5:

(a) From the Club Executive positions of Chair, Treasurer, Secretary during the term of office the Club Executive will elect a replacement from among its Members, or a suitable external party, by following the eligibility criteria outlined in clause 7.4, the position to be held until the next Annual General Meeting where a new appointment will be made in accordance with clause 7.

(b) From a General Executive Member, Athlete Representative or Family Representative the Club Executive will elect a replacement from among its Members, or a suitable external party, by following the eligibility criteria outlined in clause 7.4, the position to be held until the next Annual General Meeting where a new appointment will be made in accordance with clause 7. **However**, where a vacancy to be filled under this clause occurs within 90 days of

the Annual General Meeting, the Club Executive position will remain vacant to be filled, if required, at the Annual General Meeting.

7. **ELECTION OF THE CLUB EXECUTIVE AND GENERAL COMMITTEE MEMBERS**

7.1 **Time of election:** Unless Clause 6.6(a) applies Members of the Club Executive shall be elected by the Club members at the Club's Annual General Meeting.

7.2 **Nominations:** The Club Secretary shall call for nominations for Executive and general committee positions at least 30 days before the Club's Annual General Meeting and make the approved nomination forms available.

(a) Nominations must be received by the Returning Officer no later than 20 days prior to the date of the Annual General Meeting;

(b) Only fully completed nomination forms received by the due date will be accepted.

(c) Nominations from the floor on the day of the Annual General Meeting will not be accepted.

7.3 **Returning Officer:** The returning officer for all Club Annual General Meeting nominations is an independent person that is not a member of the Club Executive Committee nor deemed to have a conflict of interest in the election process. The Club may appoint an independent person to the Club or Special Olympics New Zealand that has good standing within the community. The Club is required to provide the name of the Returning Officer to Special Olympics New Zealand if requested.

7.4 **Eligibility criteria:** To be eligible for election to the Club Executive an individual must:

(a) be a registered member of Special Olympics New Zealand;

(b) be nominated and seconded for a specific Club Executive role by two members of the club;

(c) be qualified to be an officer of the club in accordance with section 16 of the Charities Act 2005;

(d) confirm that they understand and are capable of fulfilling the requirements of the position they are nominated for, as outlined in position descriptions available from The Trust; and

(e) possess other attributes as the Trust may determine from time to time.

7.5 **Nominated Parties may address Annual General Meeting:** Every person nominated for a Club Executive position (including General Executive Member, Athlete Representative, Family Representative) shall be invited to address members for no more than two minutes to outline why

they wish to be elected to the position. This will occur prior to the voting process and will not be open to questions from the floor.

7.6 Votes per member: Every member of the Club over the age of 18 shall be entitled to one vote for every Executive position open for election, including the position of Athlete Representative. Voting must be done in person - proxy votes will not be used or accepted at Club elections.

7.7 Election of the Athlete Representative: If a Club decides to have an Athlete Representative on the Executive the Athlete Representative should be aged 18 or over and shall be elected by the Athletes in the Club.

7.8 Election of the Family Representative: If a Club decides to have a Family Representative on the Executive, the Family Representative shall be elected by the members of the Club

8. MEETINGS OF THE CLUB EXECUTIVE

8.1 General Meeting, at intervals to be determined by the Club Executive.

8.2 Chair of meetings: The Club Chair shall preside at all meetings. In his or her absence the Executive shall elect from among their number a Chair for the meeting.

8.3 Quorum: A quorum of at least half of the total Club Executive shall be present before any meeting is called to order.

8.4 Attendance at meetings: The Club Executive will meet on its own except where co-opted members of the Committee and/or member of the Club or other guests are invited to attend a general or Special Meeting of the Club Executive. Special Olympics New Zealand staff are entitled to attend any General or Special Meeting of the Club Executive.

8.5 Decisions to be taken: A decision shall be passed by a majority of Executive Members present and entitled to vote.

8.6 Major financial decisions: Notwithstanding clauses 8.3 and 8.5, Executive decisions committing the Club to a financial spend or to enter into a commitment or agreement to spend an amount exceeding \$1000 must be voted on by not less than three quarters of the total Executive. If numbers present at a meeting of the Executive amount to less than three quarters of the total membership of the Executive, the motion in question must be deferred until a meeting can be called at which three quarters of the Executive is present. If the Club is unable to call a physical

meeting of the Club Executive, then approval through a resolution can be sought and given through a circular resolution through electronic communication. Copies of the resolution and outcome of the resolution should be kept with the approved minutes held by the Club.

8.7 **Method of voting:** Voting at a meeting of the Club Executive shall be by simple voice, with any member of the Executive having the right to call for a show of hands or a secret ballot on any issue.

8.8 **Agenda:** The Club Secretary shall circulate a written agenda to the Members of the Club Executive at least three working days in advance of the meeting. Members of the Club may submit matters to be included on the meeting agenda to the Secretary, at least five days prior to the meeting.

8.9 **Business at a meeting:** The matters to be considered/discussed at each meeting of the Club Executive must include the following:

- (a) outstanding receivables;
- (b) creditors;
- (c) progress against the Club's calendar of events;
- (d) ensuring the Club is up to date with its reporting requirements for National Office and the annual reporting required by the Charities Commission;
- (e) anything else the Club Executive considers is necessary for the governance and management of the Club.

9. **PATRON AND SPORTS PATRON**

9.1 **Patrons:** The Club may appoint a Patron who is well-known in the community, and a Sports Patron who has achieved at a national or provincial level. The Club is responsible for setting clear expectations for the Patron following prior agreement with the Regional Council in Club's Geographic Area.

9.2 **Appointment of patrons:** The Club Executive shall consider the candidates for the position and approach the selected persons not less than two months before the Club's Annual General Meeting. The term of the Patron shall be left to the discretion of the Club Executive in conjunction with the Patron.

9.3 **Role of patrons:** The role of the Patron and Sports Patron should be relevant to the specific Club and defined by the Club Executive. Patrons should confirm that they understand and will perform the requirements before accepting the position.

10. **GENERAL MEETINGS OF THE CLUB**

10.1 **Annual General Meetings:** An Annual General Meeting shall be held no later than four months after the end of the financial year. All Club members shall be given notice of the Annual General Meeting, no later than 14 days prior to the Meeting. The notice should specify the place, date, time and purpose of the Meeting and shall list names of nominations received (and positions nominated for) under clause 7.2. The Secretary may be advised of business to be moved at any time prior to the commencement of the meeting.

10.2 **Matters:** The following matters shall be presented:

- (a) the confirmation of the minutes of the previous Club Annual General Meeting and matters arising from it;
- (b) written annual reports from Club Chair, and Treasurer;
- (c) the annual financial report containing audited Club accounts for the year ended 31st December;
- (d) the election of the Club Executive for the ensuing year;
- (e) the nomination and confirmation of an auditor;
- (f) the reports on each sport offered by the club; and
- (g) transaction of such other business received by the Secretary from members.

10.3 **Method of voting:** Voting at an Annual General Meeting shall be by simple voice, with any member of the Executive having the right to call for a show of hands or a secret ballot on any issue.

10.4 **Quorum:** A quorum of at least half of the total Club Executive shall be present before an Annual General Meeting is called to order.

10.5 **Special General Meeting of the Club:** A Special General Meeting of Club members may be called by the Club Executive:

- (a) on its own resolution; or

- (b) on the receipt of a written request stating the objects of such meeting, signed by not less than one fifth of the membership of the Club.

Notice of such Meeting specifying the place, date, time and matters for discussion, see above shall be given to all Members no later than 14 days before the Meeting:

- 10.6 Voting at a General Meetings shall be by simple voice unless one member present requests a show of hands or a secret ballot.
- 10.7 **Quorum:** A quorum of at least half of the total Club Executive shall be present before a Special General Meeting is called to order.

11. **MEMBERSHIP**

- 11.1 **Members:** The members of a Club are registered persons admitted as a member of the Trust through the formal Athlete and Volunteer registration process. Members are only able to vote for one Club Executive and are only able to be on one Club at any one time;
- 11.2 **Minimum Age:** Unless otherwise determined by the Trust, all members must be at least eight years of age.
- 11.3 **Membership Standards:** Members will meet all SOI standards and requirements for membership and these may be altered by the Trust from time to time.
- 11.4 **Membership application:** An application for membership must be made to National Office from the Club through the Regional Sports Coordinator in such a form as the Trust may approve from time to time.
- 11.5 **Votes:** A voting member, providing they are over the age of 18 years, is entitled to one vote at a General Meeting of the Club.
- 11.6 **Types of Members:** The Club may admit members to the following categories:
 - (a) athletes;
 - (b) volunteers;
 - (c) honorary members;
 - (d) Patron; and
 - (e) any other categories as the Trust determines from time to time.

11.7 **Voting Members:** The voting members will comprise all the membership categories except the honorary and Patron categories.

11.8 **Cessation of Membership:** A member of a Club will cease to be a member in the following circumstances:

(a) The Member:

(i) dies; or

(ii) is a body corporate and goes into liquidation; or

(iii) resigns membership in writing.

(iv) ceases to be active in the Club for a period of twelve months.

(b) The Trust cancels the membership of any member for conduct which the Trust determines is unbecoming to the Trust or for bringing the name of the Trust into disrepute.

(c) The Club Executive may apply to the Trust for the cancellation of a membership following a written warning being issued to the Member by the Club Executive.

12. **SPORTS**

12.1 **Applications for approval:** A Club must make an application to the Trust on the approved form for approval for each sanctioned Special Olympics sport it wishes to offer.

12.2 **Club not operating to acceptable standard:** If the Trust deems that the Club at any time falls below the standards required for the operation of a particular sanctioned sport, the Trust will endeavour to help the Club meet the required operating standards for the sanctioned sport in question.

12.3 **Non-sanctioned Sports:** The Trust accepts that Clubs may from time to time choose to offer additional non-sanctioned sports. Any training or events in that non-sanctioned sport or any funding or fundraising for that non-sanctioned sport will not run under the Special Olympics brand nor will they be deemed to be part of the competition pathway for the Club athletes. A non-sanctioned sport must not hinder the development of any sanctioned sport.

12.4 **Withdrawal of approval:** If, after a reasonable period, the Trust deems the Club is continuing to fall below the standards required for approval in that particular sport, the Trust may withdraw the Club's approval to operate the sanctioned sport concerned.

13. **ATHLETES**

- 13.1 The Club must ensure it admits Athletes in accordance with the procedures outlined in the Club Handbook.
- 13.2 The Club must also ensure it has the appropriate registration details for all Athletes in accordance with the SOI General Rules and the accreditation standards. The Club must maintain an up to date register of Members' details. Clubs should see the Club Handbook for details on the information required, and for standard registration forms.

14. **ATHLETE SAFETY**

- 14.1 **Club must comply with specified safety standards:** When offering a sanctioned or non-sanctioned sport, the Club must continuously comply with the safety levels specified by the Trust when it approved the Club to offer that particular sport. If the Trust considers that the Club is failing to meet the required safety standards, it may require the Club to suspend activities in this sport until the safety issues have been addressed.

15. **VOLUNTEERS**

- 15.1 **Eligibility:** All registered Volunteers must be aged 11 years and over by 1st January in the year of registration. Volunteers must agree to abide by the Framework for Volunteering.
- 15.2 **Consent:** Volunteers aged between 11 and 18 must have written consent from their parents or legal guardians to volunteer and must be supervised at all times by a Member of the Club Executive or one of the Club's Coaches.
- 15.3 **Classifications of Volunteers:** Volunteer members may choose to volunteer in any of the categories approved by the Trust. The Club may indicate the classes where it requires Volunteers. The Club Handbook outlines the current categories of Volunteers.
- 15.4 **Registration of Volunteer Member:** The Club must ensure it holds registration details of every Volunteer. The Club Handbook should be consulted as to the most current registration requirements.
- 15.5 **Volunteer Training:** Prior to commencing activity as a Volunteer every person must have received adequate training including but not limited to health and safety requirements.
- 15.6 **First Aid:** At least one Volunteer at any Club event shall have up to date first aid certification.

15.7 **Volunteers:** The Club shall empower Volunteers in all aspects of its programmes in the best manner possible to deliver the objectives of the Special Olympics New Zealand.

16. **FINANCE**

16.1 **Money to be applied in promotion of the Trust's aims:** All monies received or collected by and on behalf of the Club and all income of the Club shall be applied solely in and towards the promotion of the aims and objects of the Trust in the Club's Geographic Area.

16.2 **Private pecuniary profit clause:** All monies and funds received, raised or collected by or on behalf of the Club shall be distributed by the Club Executive in accordance with Clause 16.1 and having regard to the events and activities the Club undertakes. No member of the Club, or anyone associated with a member, is allowed to take part in, or influence any decision made by the Club in respect to payments to, or on behalf of, the member or associated person of any income, benefit, or advantage. Any payments made to a member of the Club, or person associated with a member, must be for goods or services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

16.3 **Bank accounts:** The Club shall have its own bank account(s) correctly named 'Special Olympics (Club Name)' held with a bank approved by the Trust. The Club's bank account shall not have an overdraft facility. The club shall forward account statements to National Office when requested. **N.B.** While Special Olympics New Zealand recommends that the bank is one of the five main trading banks – namely BNZ, ANZ, Westpac, ASB or Kiwibank. It is acknowledged that some Clubs may wish to apply to local Community Trusts for funding support and in return may be required to use that banking network. In these cases, it is advised that the Club seek approval from Special Olympics New Zealand prior to opening a new bank account if it is not one of the five main trading banks mentioned above.

16.4 **Investment:** Any investment of Club funds must be with a registered trading bank, as outlined in 16.3, or Community Trust, as approved under 16.3. Investment may be in the form of term deposit, but must not be an investment in any scheme based on the investment in shares.

16.5 **Financial Year:** The financial year of the Club will run from 1st January to 31st December in accordance with the requirements made by the Trust under its accreditation license.

16.6 **Chequebooks to be held:** The chequebook of the bank account shall be held by the Club Treasurer. All withdrawal slips and cheques drawn from the Club's account(s) shall require the signature of the Treasurer with a second signature required from the Club Chair, or, failing this another Member of the Club Executive approved by the Club Executive.

- 16.7 **Payments by Electronic Transfer:** Where a Club has an online banking facility this must include dual authorisation by the Treasurer and the Club Chair or failing this another member of the Club Executive approved by the Club Executive.
- 16.8 **Sighting of Invoices:** Whether payment is to be made by cheque or electronic transfer invoices must be sighted, or expense claim (with receipts) must be received.
- 16.9 **Resolution for Payment:** The Treasurer must present invoices and/or expense reimbursement claims to Committee meetings for approval for payment, prior to the payment being made. Signatories MUST NOT approve reimbursements to themselves.
- 16.10 **Cheques:** Cheques must not be pre-signed under any circumstances.
- 16.11 **Credit Cards:** Credit Cards are not to be held in the name of the Club. **Debit Cards:** Prior to any Club obtaining a debit, or debit cards in the name of the Club approval must be sought and granted by the Trust.
- 16.12 **Receipts to be given:** A receipt must be written for all monies received over the amount of \$5.00, and where possible given to the payer at the time money is received.
- 16.13 **Payment of creditors:** It is the responsibility of the Club Executive under direction from the Club Treasurer to ensure that all creditors are paid and all debtors meet their obligations.
- 16.14 **Clubs are NOT to be registered for GST:** As Clubs are not legal entities and Special Olympics New Zealand is liable for a Club's financial liabilities, Clubs must not apply to the IRD for GST registration. It is recognised that some Clubs have historically had GST registration approved by the IRD and these Clubs are the exception.
- (a) Those Clubs that have historical GST registration must continue to give Special Olympics New Zealand confidence they are managing their GST compliance in full and on time. Clubs must submit their GST returns to IRD by the due date. The Trust through its CEO has the right to review the GST process and financial statements of Clubs at its sole discretion.

17. **ACCOUNTS**

- 17.1 **Accounting and control:** The Club will implement reliable internal control systems. The Club shall have written procedures, to be approved by its Club Executive, for protecting and accounting for all cash and other assets of the Club. All money received by or on behalf of the Club shall be paid to the credit of the Club into the Club's cheque account to provide an audit trail and ensure the proper reconciliation of the Club's funds.

17.2 **Recording of accounts:** The Club shall maintain up to date financial records: cashbook, bank statements, invoices and receipts. Bank accounts shall be reconciled and balanced prior to each Club's Annual General Meeting.

17.3 The Club Executive shall appoint an Auditor to audit its annual performance Report unless expressly permitted by the Trust to appoint a Reviewer. The Auditor (or Reviewer) shall report on whether the Performance Report has been prepared in all material respects in accordance with the Club's accounting policies. The Auditor (or Reviewer) must be a suitably qualified person and preferably be a member of the New Zealand Institute of Chartered Accountants, and must not be a member of the Committee. If the Club appoints an Auditor (or Reviewer) who is unable to act for some reason, the Club Executive shall appoint another Auditor (or Reviewer) as a replacement.

The Club Executive is responsible to provide the Auditor (or Reviewer) with:

- Access to all information of which the Club Executive is aware that is relevant to the preparation of the Performance Report such as records, financial documentation and other matters.
- Additional information that the Auditor (or Reviewer) may request from the Club Executive for the purpose of the audit or review; and
- Reasonable access to persons within the Club from whom the Auditor (or reviewer) determines it necessary to obtain evidence.

17.4 **Annual Financial Reporting:** 1 Clubs are required to meet the new financial reporting standards for registered Charities, adopted by Charities Services (as set by the External Reporting Board) based on the applicable Tier for the financial year being reported. Clubs must furnish a full set of these financial statements (including performance report if required) to the Trust within the timeframe advised by it in each annual reporting cycle. Clubs must meet the requirements of the applicable Tier to remain a registered Charity. If the audit results are not sufficient the Board may suspend the Club's accreditation in accordance with the Agreement for Accreditation or take over control of the Club in accordance with clause 22

17.5 **Properly incurred expenses not affected:** Nothing herein contained shall be deemed to preclude the payment out of the Club's funds of all expenses properly incurred in collecting such monies and in otherwise administering the Club.

18. FUNDRAISING AND SPONSORSHIP

- 18.1 **Club may fundraise:** The Club is permitted to fundraise in its Geographic Area. The Club is not permitted to fundraise outside of its Geographic Area without the permission of the Trust. The Club may apply to organisations within its Regional Council's Geographic Area for funding, but must forward a copy all applications to the Regional Council. All funds collected shall be applied solely in and towards the promotion of the aims and objects of the Trust in the Club's Geographic Area.
- 18.2 **Funds to be deposited into Club's Bank account:** All funds collected in the course of the Club's fundraising must be delivered as soon as possible to the Club Treasurer for deposit into the Club's bank account.
- 18.3 **Funds to be accounted for:** The Treasurer must record the amounts raised by Club fundraising activities in the Club's financial accounts.

19. NOTICES

- 19.1 **Manner of Notice:** A notice under these Rules must be in writing and may be delivered personally, by post, by facsimile or by email.
- 19.2 **Receipt of Notice:** A notice will be deemed to have been received;
- (a) If personally delivered, when received;
 - (b) If sent by post, five days after it was sent;
 - (c) If sent by facsimile, on receipt by the sender of a transmission report indicating that the facsimile was sent in its entirety to the recipient's facsimile number; and
 - (d) If sent by email, on the day it is sent, provided that no error message was received by the information system used by the sender.

Provided that if a notice is received after 5.00pm, it will be deemed to have been received on the next day.

The means of notice shall be at the discretion of the Club and shall be based on the contact details held by the Club at the time.

20. COMPLAINTS

20.1 Any complaints received by the Chairperson of a Club Executive in respect of the behaviour of a Club Athlete or Volunteer member, must be dealt with by following the Special Olympics New Zealand Complaints, Member Discipline and Appeals Policy.

21. AMENDMENT TO RULES

21.1 **Amendment by the Trust:** These Rules may be altered from time to time as the Trust may determine, following consultation with the Clubs.

- (a) The consultation period shall be 30 days and will begin on the day notification is made to Clubs by the CEO and will end at 5pm on the 30th day;
- (b) The CEO will receive consultation feedback and will report to the Board;
- (c) The Board will make a decision within 30 days, its decision being final, and will ratify the decision at the following Board meeting;
- (d) The CEO will notify Clubs of the outcome.

The Board has the right to extend the consultation period or add further consultation periods, on a case by case basis, as it deems necessary and this will be communicated to Clubs through the CEO.

21.2 **Provision of updated rules:** Upon amendment, a copy of the new Rules shall be provided to the Club.

22. PROVISION FOR THE TRUST TO ASSUME MANAGEMENT OF THE CLUB

22.1 The Trust has power to assume management of the Club from the Club Executive as the Trust sees fit, in its sole discretion;

22.2 The Trust will consider any matters it deems relevant in determining whether it will assume management of a Club. The length of time a Club will be under management of the Trust will be at the Trust's sole discretion;

22.3 Where a Club is under Trust management and an Executive Committee is established by the Trust, the Executive Committee will maintain the bank accounts of the Club. Where the Trust is unable to establish an Executive Committee or resolves to manage the Club directly, the bank accounts will be managed by the Trust.

- 22.4 The Trust will determine the timing and process of review in considering if/when a Club will return to self-management and any conditions required to be met. This may include, but is not limited to seeking an indication of support from Club members and calling for nominations for Executive Committee members;
- 22.5 Where the Trust has assumed management of a Club for a period of 3 years and the Club is unable to be self-governing and self-supporting then the Club will be dissolved pursuant to clause 23.
- 22.6 Any decision taken by the Trust under this clause shall be at the Trust's sole discretion and shall be final. Where the Trust has been managing the bank accounts of the Club, the bank accounts will be reassigned upon election of an Executive Committee.

23. **DISSOLUTION**

- 23.1 The Trust may resolve pursuant to Clause 22.5 to dissolve a Club.
- 23.2 If the Executive of the Club resolves that the Club should be dissolved, the Secretary shall immediately convene a General Meeting of the Club to be held not less than one month thereafter to discuss and vote on the resolution. The Secretary shall inform the Trust of the resolution.
- 23.3 If the resolution is carried by at least two thirds of the members present at the General Meeting, the Committee shall then discharge all debts and liabilities of the Club. After this has been completed, the surplus assets will be paid to National Office, to be held in trust.
- 23.4 After a period of no more than 12 months the Board may resolve to disburse to the Regional Council within the previous Club's geographic area the funds held under Clause 23.2. The Regional Council will use the funds for future Special Olympics sports and related activity benefitting Athletes in the region.

24. **SUSPENSION AND TERMINATION OF CLUB ACCREDITATION**

- 24.1 **Suspension of accreditation:** If the Trust so determines, after giving the Club one written warning, it may at any time by written notice outlining its justification, suspend the accreditation of the Club. Upon suspension, the Club's Executive shall meet with representatives of the Trust to discuss in good faith the reasons for the suspension of accreditation and agree:

- (a) on a course of action and timeframe to remedy the reason for the suspension; and

(b) on milestones the Club must meet for accreditation to be reinstated.

Following this meeting, the Trust shall provide the Club with written confirmation of this agreement.

24.2 Assessment of compliance: Representatives of the Trust shall meet with the Club Executive three months after the Club's accreditation was suspended to determine if the Club has remedied the reasons for suspension.

24.3 Termination of accreditation: If, following the meeting between the representatives of the Trust and the Club Executive, it is determined that the Club has not remedied the reasons for suspension, the Trust will have the discretion to terminate the Club's accreditation.

24.4 Effect of termination of accreditation: If a Club's accreditation is terminated, it shall cease being a Club for the purposes of the Trust. In this event, the surplus assets, after payment of liabilities and expenses will be paid to National Office, to be held in trust for future Special Olympics activity in the former Club's Geographic Area.

24.5 Trust to be attorney: If the Club's accreditation is terminated, the Club will give full power of attorney to the Trust.