

# CONSTITUTION

And **RULES** OF THE

## **NEW ZEALAND DEAF RUGBY FOOTBALL UNION (INCORPORATED)**

Adopted on 19 October 1990  
Revised on 31 August 2017



## CONTENTS

Rules No.		Pages No.
1.	Name, Foundation, Motto	3
2.	Objects	3
3.	Definitions	3
4.	Degrees of Hearing loss	4
5.	Uniform	4
6.	Membership	5
7.	Cessation of Membership	6
8.	Members Liability	6
9.	Disciplining of Members	6
10.	Office Bearers	6
11.	Executive	7
12.	Proceedings of the Executive Board	8
13.	Sub-Committee	8
14.	Powers of Executive	8
15.	Vacation of Office	9
16.	Team Management	9
17.	Financial Year	10
18.	Annual General Meeting	10
19.	Order of Business	10
20.	Special General Meeting	10
21.	Quorum	10
22.	Voting Rights	11
23.	Life Members	11
24.	Notice of Meetings	11
25.	Levies	11
26.	Funds	12
27.	Audit	12
28.	Minutes	12
29.	Common Seal	12
30.	Indemnity of Officers	12
31.	Dissolution	13
32.	Amendment of Rules	13
33.	Service of Notice	13
34.	Notice	13
35.	Inspection by Members	13
36.	Property of the Union	13
37.	Personal Benefit	14
38.	Alteration of Rules	14
39.	Interpretation	14

## **RULES**

### **1 NAME, FOUNDATION, MOTTO**

1.1 The name of the Union shall be the "NEW ZEALAND DEAF RUGBY FOOTBALL UNION (INCORPORATED)" herein after referred to as "the Union".

1.2 The Union is founded on 31 March 1991 in Palmerston North.

### **2 OBJECTS**

The objects of the Union shall be:

2.1 To promote the participation of deaf and hearing impaired persons in rugby activities.

2.2 To act as a central advisory, consultative and coordinating body in relation to rugby events, games and activities of the deaf and hearing impaired.

2.3 To co-ordinate those rugby activities of club, national and international level as it may determine.

2.4 To promote the development of self-help by deaf and hearing impaired rugby people.

2.5 To become affiliated with or subscribe to any other organisation or body whose objects are similar to those of the Union and, if thought fit, to withdraw or retire from any such organisation or body.

2.6 To liaise and/or co-operate with, or lobby, any relevant government or other organisation, group or individual on behalf of the deaf and hearing impaired rugby people.

2.7 To collate, disseminate and provide relevant information.

2.8 To promote and/or advertise the aims, objects, policies opinions and activities of the Union through the media.

2.9 To raise funds by means of subscriptions for memberships and/or levies on members of the Union for all or any of the purposes and objects of the Union in such amounts and in such manner as the Union may determine.

2.10 To accept, understate or execute any trust or gift which may be deemed to be in accordance with or which may further the objects of the Union or any of them.

2.11 To buy, sell, rent, hire, own, operate such property, buildings, office furniture and/or equipment as may be necessary in the running of the Union.

2.12 To do all such acts and things conducive to the furtherance of the objects and interests of the Union.

### **3 DEFINITIONS**

3.1 For the purpose of the Rules, and subject to clause 6, "Deaf" means any degree of hearing loss in term of clause 4.

- 3.2 "Executive Board" means the board comprising the President, Secretary, Treasurer and Zonal Members elected in terms of clause 12.
- 3.3 "Affiliated Unions" mean the three regional deaf rugby unions for the time being affiliated to the Union in term of clause 6.2
- 3.4 "General Meeting" means any Annual General Meeting or General Meeting of the Union.
- 3.5 "Member" means an Affiliated Union, an Individual Member or an Associate Member in terms of clause 6.
- 3.6 "Membership Fees" mean annual subscriptions set under clause 6.7, and any levies set under clause 28.
- 3.7 "New Zealand Rugby Union/or NZRU" means the national rugby union of New Zealand, of which the Union is an associate member.
- 3.8 "Law of the Game" means the rules of Rugby Football as framed and interpreted by the International Rugby Board from time to time.
- 3.9 "Office Bearers" means the President, Secretary and Treasurer of the Union as elected pursuant to clause 13.
- 3.10 "Special Resolution" means a resolution passed by at least 75% of votes cast, including at least two thirds of the Affiliated Unions.
- 3.11 Unless the context otherwise requires the singular number includes the plural and vice versa, month mean calendar months and each gender includes every other gender.

#### **4 DEGREES OF HEARING LOSS**

- 4.1 Hearing loss is graded according to the decibel loss in either ear. For convenience five categories of hearing loss are recognised
- |                 |             |
|-----------------|-------------|
| Mild            | 06-40 db    |
| Moderate        | 41-55 db    |
| Moderate-severe | 56-70 db    |
| Severe          | 71-90 db    |
| Profound        | 91- db plus |
- 4.2 To play in any rugby match under the jurisdiction of the Union, or to represent the Union in any match, a player must suffer from hearing loss of at least **25 db** in both ears (frequency average of 1,000, 2,000, 3,000 and 4,000 Hertz, ASHI 1981, NIOSH 1998 standard), with no hearing aids or cochlear implant worn during a hearing test. A new player must submit a hearing test and audiogram form from 2013 onwards.
- 4.3 Except for the restriction in clause 4.2, Members of the Union are not required to have any degree of hearing loss.

#### **5 UNIFORM**

- 5.1 The representative uniform of the Union shall be black jersey with silver fern and the words "New Zealand Deaf Rugby Union" on the breast, black shorts and black stocking with white tops.

## 6 MEMBERSHIP

- 6.1 The Union will have three categories of memberships, being:
- (a) Affiliated Union membership;
  - (b) Individual membership; and
  - (c) Associate membership.
- 6.2 The Affiliated Unions are the following non-profit organisations recognised by the Union as being responsible for deaf rugby in their respective regions:
- (a) Northern Marlins Deaf Rugby Union;
  - (b) Central Zone Deaf Rugby Union; and
  - (c) Southern Zone Deaf Rugby Union.
- 6.3 The Union will from time to time determine the boundaries for the Affiliated Unions.
- 6.4 Individual membership is available to any individual whose application to the Union is accepted by the Executive Board.
- 6.5 Associate membership is available to other organisations which the Executive Board considers have an interest in or involvement with deafness such as Service Clubs, Professional Associations, Professional service and commercial or business organisations. For the avoidance of doubt, the New Zealand Polynesian Deaf Rugby Football Union is an Associate Member of the Union.
- 6.6 Application for membership in any of the above categories shall be made in such form as the Executive Board may from time to time require.
- 6.7 Upon receipt of an application for membership it shall be considered as soon as practicable by the Executive Board which may accept or reject the application. In case of a rejection the Executive Board shall not be required to give any reason therefore.
- 6.8 The Executive Board shall maintain a register of all members showing the name, address, category of membership and the date of commencement of membership.
- 6.9 The annual subscription that will be payable by Members in each category of membership shall be fixed by the Executive Board from time to time.

Each Member:

- is bound by this Constitution and any rules or regulations made by the Union;
  - must comply with the Laws of the Game and the by-laws, regulations and resolutions of the World Rugby, subject to domestic safety law variations adopted by the NZRU;
  - must ensure that its members agree to be bound by this Constitution, the Regulations and, subject to domestic safety law variations adopted by the NZRU, the Laws of the Game and the by-laws, regulations and resolutions of the World Rugby; and
  - must require in its own rules that its members ensure that their respective members agree to be bound by this Constitution, the Regulations and, subject to domestic safety law variations adopted by the NZRU, the Laws of the Game and the by-laws, regulations and resolutions of the World Rugby.
- 6.10 There is a minimum age limit for players. Deaf or hearing impaired players who are over 16 years old may be permitted to play at national level and over 18 years old at international level.

## **7 CESSATION OF MEMBERSHIP**

A Member ceases to be a member of the Union if:

- 7.1 Being an individual, he/she dies
- 7.2 Being an incorporated body, it goes into liquidation or receivership or enters into any composition with its creditors
- 7.3 He/she/it resigns that membership
- 7.4 He/she/it is expelled from the Union in accordance with this constitution.

## **8 MEMBERS LIABILITY**

- 8.1 Members shall have no liability to contribute towards the payment of debts and liabilities of the Union or the costs, charges and expenses of the winding up of the Union except to the amount of any unpaid Membership Fees.

## **9 DISCIPLINING OF MEMBERS**

- 9.1 The Executive Board may discipline any Member for actions which it considers, acting reasonably, are contrary to the best interests of the Union including the non- payment of any Membership Fees or other amounts owing to the Union.
- 9.2 Alternatively the Executive Board may refer any Member to a Board made up of the Presidents of the Affiliated Unions (excluding the President of any Affiliated Union to whom the Member is affiliated, and the President of any Affiliated Union that has a direct interest in the matter under consideration) ("Disciplinary Committee").
- 9.3 The procedure for disciplining Members shall be fair, and shall give the Member a reasonable opportunity to present his/hers/its case, and shall otherwise be as determined by the Executive Board or Disciplinary Committee (as appropriate).
- 9.4 Disciplinary action may consist of warnings, or the suspension of any rights, entitlements or benefits attaching to the Member's membership. Ultimately the Executive Board/Disciplinary Committee may in the appropriate circumstances expel a Member.
- 9.5 Any Member who wishes to appeal against a decision expelling him/it from membership (or otherwise disciplining him/her/it) may do so at the next general meeting of the Union, when the decision of the Executive Board/Disciplinary Committee may be overturned or varied by a special resolution of the Members.

## **10 OFFICE BEARERS**

- 10.1 The Office Bearers shall consist of a President, a Secretary and a Treasurer who, together with the elected/appointed members referred to in clause 11.1 shall constitute the Executive Board.
- 10.2 Nominations of candidates for election as Office Bearers shall be signed by the proposer, seconder and candidate for the office and shall be forwarded to the Union so as to be received by at least thirty (30) days before the Annual Meeting of the Union.

10.3 Proposers, Seconders, and Candidates must all be Members of the Union, or members of an Affiliated Union.

## **11 EXECUTIVE**

11.1 The executive powers of the Union shall be vested in an Executive Board consisting of the Office Bearers and one representative appointed by each of the Affiliated Unions.

11.2 No member of the Executive Board shall be a person employed by the Union, or occupy any position within the Union that is entitled to any remuneration or fee. No remuneration or other benefit shall be given by the Union to any member of the Executive Board except by way of repayment of out of pocket expenses, interest on amounts owing from the Union at a rate not exceeding the current overdraft rate being charged by the Union's Bank, reasonable and proper rent for premises let to the Union, and reasonable and proper fees for professional services provided to the Union.

11.3 A member of the Executive Board will not be entitled to hold more than one other office in any Affiliated Union or other organisation associated with deaf rugby. The office maintained by the Executive Board member must be disclosed to the Executive Board, and any conflict of interest between the two offices will be dealt with by way of any conflicts policy adopted by the Executive Board from time to time.

11.4 Elections for Office Bearers shall be held annually at the Annual General Meeting. Any casual vacancy occurring among the Office Bearers may be filled by the Executive Board and the person so appointed to fill that vacancy shall hold office for the period until the following annual general meeting. The Union may make rules governing the election of the Executive Board and may at any time decide to appoint Office Bearers additional to those mentioned above.

11.5 Appointments to the Executive Board will be notified by the Affiliated Unions in writing not less than 30 days before the Annual General Meeting.

11.6 Subject to rule 11.7 below, all members of the Executive Board will hold office for a term of two (2) years, and will then be eligible for re-election or reappointment.

11.7 For transitional purposes, the President, Northern Marlins DRFU and Southern Zone DRFU representatives in place at the adoption of this constitution will hold office until the 2012 Annual General Meeting, and the Secretary, Treasurer, and Central Zone DRFU representative will hold office until the 2013 Annual General Meeting.

11.8 The President will chair the Executive Board, and in his or her absence from a meeting, the Executive Board members present shall elect one of their numbers to act chairperson.

11.9 The Secretary shall keep records of the business of the Union including the rules, register of members, minutes of all general and Executive Board meetings and a file of correspondence.

11.10 The Treasurer shall ensure that all money received by the Union is deposited into an account in the Union's name and shall ensure that correct books and accounts are kept showing the financial affairs of the Union. These records shall be available for inspection by any Member and shall be held in the custody of the Treasurer.

## **12 PROCEEDING OF THE EXECUTIVE BOARD**

- 12.1 The Executive Board may meet together for the despatch of business, adjourn and otherwise regulate its meetings as it think fit. The President may at any time and the Secretary shall on the requisition of any two members of the Executive Board summon a meeting of the Board.
- 12.2 At Executive Board meetings members have one vote each. Questions arising at any meeting of the Board shall be decided by majority of the members of the Board present and shall for all purposes be a determination of the Board. In case of an equality of votes the President of the meeting shall have a second or casting to vote.
- 12.3 The continuing members of the Executive Board may act notwithstanding any vacancy in the Board, but if and so long as their number is reduced below the number fixed by or pursuant to these Rules as the necessary quorum, the continuing member or members may act for the purpose of increasing the number of members of the Board or summoning a General Meeting or the Union, but for no other purpose.
- 12.4 The Executive Board may from time to time invite persons who are not members to attend meetings of the Executive Board or of the Union as observers. An observer may, at the discretion of the President, be entitled to speak but shall not be entitled to a vote on any matter.

## **13 SUB COMMITTEE**

- 13.1 The Executive Board shall have the power to appoint one or more subcommittees, to determine the quorum of such subcommittees and to nominate the convenor who must be a member of the Executive Board and who shall act as President of the subcommittees. The President of a subcommittee shall have power to co-opt additional persons, who need not be members of Union to serve on that subcommittee. The President shall be ex-office a member of all subcommittees.

## **14 POWER OF EXECUTIVE**

Without prejudice to the powers conferred by the last preceding rule the Executive Board shall have the following powers:

- 14.1 To appoint a member or former member to attend meetings of any organisation or body.
- 14.2 To appoint any officials or servants of the Union and to remove them as occasion may require in its discretion.
- 14.3 To regulate and control its own meetings and the transaction of business thereat.
- 14.4 To enter into or accept any lease or tenancy of the premises whereon, or of any furniture goods and effects wherewith, the activities of the Union may be carried on.
- 14.5 To settle any differences as to the boundaries of an Affiliated Union

Should the Executive Board be requested to alter or amend the boundary or boundaries between any Affiliated Unions, and the Affiliated Unions concerned be not in agreement, then the Executive Board may determine the matter and its determination will be binding, subject to either Affiliated Union having the right to appeal to the Union AGM, where the determination may be overturned or varied by Special Resolution.

- 14.6 To draw, make, accept, endorse and issue negotiable securities or instruments of whatsoever kind and to determine by what officers of the union these may be carried on.
- 14.7 To take and defend all legal proceedings by or on behalf of the Union and to appoint all necessary attorneys for any such purpose.
- 14.8 To borrow, raise or secure the payment of money and to sell and dispose of the assets of the Union.
- 14.9 To observe the attainment of outstanding honours, appointments, achievements by members and sending congratulations.
- 14.10 To do and perform any other acts, matters and things in connection with or relative to the management of the Union that is not required to be exercised by the Union in General Meeting.

## **15 VACATION OF OFFICE**

The office of a member of the Executive Board shall become vacant:

- 15.1 Upon death.
- 15.2 If he/she becomes bankrupt or makes any arrangement or composition with his/her creditors generally.
- 15.3 If he/she becomes mentally ill or his/her person or estates is liable to be dealt with in any way under the law relating to mental.
- 15.4 If he/she resigns this office by notice in writing to the Union.
- 15.5 If he/she is absent from three (3) consecutive Executive Board meetings without permission of the Board.
- 15.6 If he/she ceases to be a Member of the Union, or a member of an Affiliated Union.
- 15.7 He/she being an Office Bearer, upon a resolution being passed by a Special Resolution, at a properly constituted general meeting specially called for the purpose of removing him from office.
- 15.8 If he/she is directly or indirectly a party to any contract or proposed contract with the Union, unless such contract has been approved in advance by the Executive Board.

## **16 TEAM MANAGEMENT**

Positions for Coach, Assistant Coaches and Team Manager(s) shall be advertised 30 days before the NZ Deaf Rugby Championships. Once appointed, the coaches and team managers may select the players during Easter weekend. Two year contracts for all Coaches and Team Managers.

## **17 FINANCIAL YEAR**

- 17.1 The financial year shall be from the 1st of December to the 30th of November in each year.

## **18 ANNUAL GENERAL MEETING**

- 18.1 The Annual General Meeting of Members shall be held **before 30th April** in each year, when the Annual Report and audited financial statements shall be presented.
- 18.2 Each Individual Member may attend an Annual General Meeting in person, each Affiliated Union may appoint two delegates and each Associate Member may appoint one delegate to attend the Annual General Meeting on its behalf, and will advise the Secretary of the Executive Board of the name of its delegate not less than **42 days** in advance.
- 18.3 If a delegate is unable to attend an Annual General Meeting, the Member appointing that delegate may appoint a replacement delegate, provided it gives the Secretary not less than **14 days** in advance.

## **19 ORDER OF BUSINESS**

The following shall be the order of business at every Annual General Meeting:

- 19.1 Confirmation of the minutes of the last annual general meeting and of any general meeting or meetings held since the last annual meeting.
- 19.2 Receipt and consideration of the report of the Executive Board.
- 19.3 Receipt and consideration of the financial statements of the Union.
- 19.4 Elections to fill any vacancy amongst the Office Bearers
- 19.5 Acknowledge the appointment to the Executive Board by Affiliated Unions.
- 19.6 Appointing an Auditor.
- 19.7 Any other business of which **at least 42 days'** notice has been given in writing to the Secretary.

## **20 SPECIAL GENERAL MEETING**

- 20.1 A Special General Meeting must be called by the Secretary within one month of receiving in writing such request from the President, or four members of the Executive Board, or from any Affiliated Union, provided that any request for a Special General Meeting must include details of the business to be discussed at such meeting.

## **21 QUORUM**

- 21.1 At meetings of Members a quorum shall consist of Seven (7) members provided that at least two-thirds of Affiliated Unions are represented, and at an Executive Board meeting shall consist of half the members plus one. If a quorum is not present within half an hour of the time set down for a meeting to commence then the meeting shall be adjourned to the same time and place one day later. If at such adjourned meeting a quorum is not present, then those Members attending shall be deemed to be a quorum provided that the number of Members/Members is not less than three.

## **22 VOTING RIGHTS**

- 22.1 At all meetings of the Union each Member present in person or by delegate shall have one vote on a show of hands. Decisions shall be made by a simple majority vote unless a Special Resolution is required.
- 22.2 Votes will be held by show of hands, unless determined by the President, or there is an objection to voting by show of hands supported by an Affiliated Union or at least three other Members, in which case voting will be by secret ballot.
- 22.3 All votes shall be given personally by a Member or its delegate, and there shall be no voting by proxy. Absent or postal votes will not be permitted.

## **23 LIFE MEMBERS**

- 23.1 At any Annual General Meeting of the Union any Member or former Member may be elected a life member of the Union in recognition of special service rendered to the Union and to Rugby.
- 23.2 Nominations for life membership may be moved by any Member.
- 23.3 Each nominee shall be recommended to the Executive Board for consideration at 30 days before the Executive Board meeting at which the nomination is to be considered. If approved by a majority of at least  $\frac{3}{4}$  of the Executive Board, the nomination will be submitted to the Annual General Meeting and, at the meeting,  $\frac{3}{4}$  of the votes recorded must be in favour for the nominee to be elected. The voting shall be by secret ballot.
- 23.4 A life member shall be entitled to attend and speak to any motion at all General Meetings of the Union, but without the right to vote and shall have such other privileges as may be determined from time to time by the Union.
- 23.5 Life members must be provided with a social dinner at test matches but their partners will pay their own dinner.

## **24 NOTICE OF MEETINGS**

- 24.1 The Secretary shall give at least 30 days' notice in writing of all general meetings to the members of the Union specifying the place, the day and the hour of the meeting and the general nature of the business to be dealt with at the meeting.
- 24.2 Any member desiring to bring forward any business to be considered at a General Meeting must give notice thereof in writing to the Secretary not less than 30 days prior to the relevant meeting and the Secretary shall include that business in the notice of business required by clause 27.1.

## **25 LEVIES**

- 25.1 In addition to the annual subscriptions referred to in clause 6.7, further levies as shall be required to meet the liabilities of the Union shall be proposed by the Executive Board, and shall be fixed by the Members at Annual General Meeting or any other General Meeting. All such levies shall be borne proportionately by the Members and, in the case of the Affiliated Unions, shall be computed on the number of registered rugby players affiliated to that Member in the previous calendar year.

## **26 FUNDS**

- 26.1 All money received by the Union shall be deposited at the earliest possible date to the credit of the Union's Bank Account. Receipts for moneys received shall also be issued promptly and sent if requested.
- 26.2 All payments on behalf of the Union shall be paid by cheque signed by any two of the Office Bearers, and/or the Executive Board members.
- 26.3 Petty cash for secretaries to cover all the administration, stationery and resources.
- 26.4 NZDRFU to provide all Executive Board their lunch expenses at every board meeting.

## **27 AUDIT**

- 27.1 The auditor shall be appointed at each Annual General Meeting. He shall examine all accounts, vouchers, receipts, books, etc and furnish a report thereon to the members at the following year's Annual General Meeting.
- 27.2 Auditor shall not be a Member or closely related to a member of the Executive Board.
- 27.3 The payment of the auditor's fee or honorarium shall be at the discretion of the Executive Board.

## **28 MINUTES**

- 28.1 The Secretary shall cause minutes to be made:
- (a) Of all appointments of Office-Bearers and members of the Executive Board.
  - (b) Of the names of members of the Executive Board present at all meetings of the Union and of the Executive Board.
  - (c) Of all proceeding at all meetings of the Union and of the Executive Board.
- 28.2 Such minutes shall be signed by the President of the meeting at which the proceedings were held or by the President of the next succeeding meeting.

## **29 COMMON SEAL**

- 29.1 The common seal of the union shall be kept in custody of the Secretary and shall be affixed to an instrument at a meeting and pursuant to a resolution of the Executive Board and not otherwise. Any two members of the Executive Board shall respectively sign and countersign every instrument to which the seal is affixed and the Secretary shall keep a record of all instruments to which the seal is affixed.

## **30 INDEMNITY OF OFFICERS**

- 30.1 The members of the Executive Board or any other officer or servant of the Union shall be indemnified by the Union from and against all losses and expenses incurred by them in or about the discharge of their respective duties, except such as happen from their own respective wilful default, and no member of the Executive Board or officer or servant of the Union shall be liable for the acts or omission of any other member of the Executive Board or other officer or servant as the case may be or for joining in any act or receipt or for any act of conformity or for any loss incurred by the Union unless the same shall be due to his own wilful default.

### **31 DISSOLUTION**

- 31.1 The Society may be wound up in terms of Section 24 of the Incorporation Societies Act 1908.
- 31.2 Upon a resolution being passed in accordance with paragraph (1) of the rule, all assets and funds of the Union on hand shall, after the payment of all expenses and liabilities, be handed over to such registered or exempted charity or charities as a simple majority at the Special General Meeting may decide.

### **32 AMENDMENT OF RULES**

- 32.1 These rules may be added to, altered amended or amended or rescinded by a resolution passed by a two-thirds majority of Members present at any Annual General Meeting at which due notice of the proposed amendments shall have been given or at a Special General Meeting convened for such purpose.

### **33 SERVICE OF NOTICE**

- 33.1 For the purpose of these Rules, a notice may be served by or on behalf of the Union upon any Member either personally or by sending it by post to the Member at the Member's address shown in the register of Members.
- 33.2 Where a document is sent to a person by properly addressing, preparing and posting to the person a letter containing the document, the document shall, unless the contrary is proved, be deemed for the purpose of these rules to have been served on the person at the time at which the letter would have been delivered in the ordinary course of post or by email.

### **34 NOTICE**

- 34.1 The accidental omission to provide notice of a meeting to, or the non-receipt of notice a meeting by, any Member shall not invalidate any proceedings or resolutions at that meeting of the Union or any committee thereof.

### **35 INSPECTION BY MEMBERS**

- 35.1 The Executive Board shall from time to time determine whether and to what extent and what time and places and under what conditions or regulations the books of accounts, documents and securities of the Union or any of them shall be open to the inspection of a Member, not being a member of the Executive Board, except where such inspection has been authorized by the Union in general meeting.

### **36 PROPERTY OF THE UNION**

- 36.1 No Member shall take from the Union or damage or destroy in any way whatsoever the property of the Union, and any article taken or damaged or destroyed will be replaced or repaired.

**37 PERSONAL BENEFIT**

37.1 Any income, benefit or advantage shall be applied to the objectives of the organisation. No member of the organisation, or any person associated with a member, shall participate in or materially influence any decision made by the organisation, in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arm's length transaction (being open market value). And the provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

**38 ALTERATION OF RULES**

38.1 No addition to or alteration of the non-profit aims, personal benefit clause or the winding up clause shall be made which affect the tax exempt status. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

**39 INTERPRETATION**

39.1 When any matter arises which is not provided for in the rules or any doubt arises as in the interpretation of any provision, such matter shall be determined by the Executive Board whose decision shall be final.

Adopted by 19 October 1990  
Sealed by 3 February 1993  
Under the Incorporated Societies Act 1908

Revised on 31/08/2017

President signed:



Secretary signed:



Central Executive signed:

