



New Zealand Wheelchair Rugby

NEW ZEALAND WHEELCHAIR RUGBY
ASSOCIATION INCORPORATED
RULES

October 2003

1. DEFINITIONS AND INTERPRETATION

1.1 In these rules, unless the context otherwise requires:

"Act" means the Incorporated Societies Act 1908 and any amendment to, re-enactment of or substitution for that Act (including any regulations issued under such legislation);

'Additional Fees' means those additional fees due from Members to the Association fixed in accordance with Rule 5.2,

"Annual General Meeting" means an Annual General Meeting of the Association convened and conducted in accordance with these Rules:

"Annual Subscriptions" means the annual payment due from Members to the Association fixed in accordance with Rule 5.1;

"Application for Membership" means an application for membership of the Association in such form as the Committee may prescribe from time to time;

"Association" means the New Zealand Wheelchair Rugby Association Incorporated;

"Association Year" means the period from 1 March in any year to the last day of February in the next year;

"Committee" means the Committee of the Association comprising all the Committee Members;

"Committee Meeting" means any meeting of the Committee convened and conducted in accordance with these Rules;

"Committee Members" means Members from time to time holding positions in the Committee of:

(a) President;

- (b) Secretary;
- (c) Treasurer;
- (d) General Committee Members (maximum of 5);
- (e) Such other positions on the Committee as the Association may determine from time to time in General Meeting;

"Common Seal" means the common seal of the Association;

"Financial Statements" means proper Financial Statements giving a true and fair account of:

- (i) the income and expenditure of the Association during a Financial Year;
- (ii) the assets and liabilities of the Association at the end of a Financial Year;
- (iii) any mortgages, charges and other securities of the Association at the end of a Financial Year;

"Financial Year" means the year from 1 August in each year to 31 July in the next year;

"General Meeting" means any Annual or Special General Meeting of the Association convened and conducted in accordance with these Rules;

"Member Association" means any local Wheelchair Rugby Association, which is a Member of the Association in accordance with Rule 4.1;

"Member" means any individual who is a financial member of the Association in accordance with Rule 5.1;

"Paralympics New Zealand" means the New Zealand Paraplegic and Physically Disabled Federation Incorporated or the National Paralympic Committee as recognised by the International Paralympic Committee.

"Player" means any person who has fully paid the relevant, playing fees and is entered in the register of players maintained by the Secretary;

"President" means the individual from time to time holding the position of President of the Association;

"Registrar" means the person holding the office from time to time of Registrar of Incorporated Societies under the Act;

"Rules" means these Rules as originally framed or as amended or added to in accordance with Rule 8.1 and includes any by-rules made pursuant to these Rules;

"Secretary" means the individual from time to time holding the position of Secretary of the Association;

"Sub-Committee" means a Sub-Committee established in accordance with these Rules;

"Treasurer" means the individual from time to time holding the position of Treasurer of the Association;

1.2 In these Rules, unless the context otherwise requires:

- (a) Headings are inserted for convenience only and shall be ignored in construing any matter;
- (b) "Person" means a natural person;
- (c) Words denoting the singular include the plural and visa versa; and
- (d) "Written" and "in writing" include all means of reproducing words in a tangible and permanently visible form.

2. NAME

- 2.1 The name of the Association shall be "New Zealand Wheelchair Rugby Association Incorporated".

3. OBJECTS AND VISION

- 3.1 The objects of the Association shall be to:
- (a) Encourage and promote the growth and spirit of wheelchair rugby,
 - (b) Develop the sport of wheelchair rugby by providing sound administration and direction for Members;
 - (c) Uphold the right wherever possible for all people with physical disabilities to have access to sporting and active recreational pursuits of their own choice;
 - (d) Demonstrate professionalism and strong leadership for people wishing to participate in wheelchair rugby;
 - (e) Provide opportunities where possible, for Players and persons who have represented Member Associations in wheelchair rugby to compete internationally and where appropriate represent New Zealand through the New Zealand Wheel Blacks;
 - (f) Organise and encourage any social or competitive wheelchair rugby competition, tournament, event, display or such other activity,
 - (g) Arrange for and encourage Players and persons who belong to Member associations to participate in any social or competitive wheelchair rugby competition, tournament, event, display or other such activity;
 - (h) Develop the wheelchair rugby skills of Members

- (i) Encourage as many people with a physical disability or able bodied to participate in wheelchair rugby and to join Member Associations;
- (j) Enter any agreement, arrangement or understanding with any person, body corporate, firm, society, association, governmental agency or other body which in the Committee's opinion may benefit the Association;
- (j) To take, defend, contribute to or assist with in any lawful manner any proceedings by or against the Association or any Member;
- (k) Accept, purchase, exchange, arrange, hire, take on bailment, accept an option over or otherwise acquire all of or any interest in, any real or personal property on such terms as the Committee may determine;
- (m) Expend, sell, exchange, charge, mortgage, lease, hire, bail, grant an option over or otherwise dispose of all or any part of the Association's real or personal property on such terms as the Committee may determine;
- (n) Borrow or raise money and give security for its repayment over all or any part of the Association's real or personal property on such terms as the Committee may determine;
- (o) Invest all or any part of the Association's money on such terms as the Committee may determine.

3.2 The vision of the Association shall be:

- (a) To be a professional association in the way it conducts its business and the way in which it deals with Members;
- (b) To provide the best possible support for Members;
- (c) To provide a high degree of financial independence by presenting an image that will be attractive to sponsors and funding providers;

- (d) To provide input and support for the community by way of producing successful and responsible role models that promote safety, prevention of accidents and positive self worth;
 - (e) To attempt to host at least one major international tournament a year, including participation by top overseas players and officials, and to facilitate where possible regional competitions to develop local talent and, where possible, hold training clinics and coaching and refereeing camps;
 - (f) To establish and maintain clear and regular communication between Members and the public,
 - (g) To present a positive high profile image attractive to all forms of the media including television, radio and the print media;
 - (h) To provide a vehicle through which people with a physical disability (both newly disabled and those who have been disabled for a length of time) can obtain a better quality of life by participation in a team sport with all its inherent benefits and also provide the opportunity to represent New Zealand by playing for the New Zealand Wheel Blacks;
- 3.3 The Association's values on which it will base its day to day operations and which are important to its Members and which it is willing to assert in all its dealings, are:
- (a) To uphold the right of all people with physical disabilities to have access to sporting and active recreational pursuits of their own choice;
 - (b) To uphold the right for all sporting and recreational facilities to be accessible to everyone;
 - (c) To ensure that the Association demonstrates professionalism and strong leadership and establishes itself as an organisational role model;

- (d) To uphold the value of effective and efficient organisational structures and systems and at all times to aspire to demonstrate these;
 - (e) To ensure that the Association provides at all times programmes and services with an emphasis on quality, and that these are based on the needs of Members and are of a high standard, safe and reflect "best practice",
 - (f) To uphold the belief that sport and recreation play a significant part in an individual's role, health and being;
 - (g) To uphold the right, for equal opportunity for all people, regardless of type/level of disability, age, gender, ethnicity, sexual orientation and religious belief;
 - (h) To demonstrate a bi-cultural focus in all aspects of the Association's operation;
 - (i) To uphold the belief that integrated mainstream sporting and active recreational programmes provide benefits to people with physical disabilities and that Members should be encouraged to seek opportunities to participate in such activities in addition to those offered specifically for people with physical disabilities;
 - (j) To uphold the ideal of fair play and drug-free participation in achieving this sport of wheelchair rugby;
 - (k) To recognise and value the importance of volunteer input into the sport;
 - (l) To uphold and value each person's contribution to the organisation.
- 3.4 In interpreting the objects, values and vision set out in Rules 3.1, 3.2 and 3.3, each object, value and vision statement shall be an independent and main object, value and mission statement and shall in no way be limited or restricted by reference to or inference from any other object, value and mission statement or the name of the Association.

3.5 The Association states that:

- (a) Subject, to Rule 8.3 and the following paragraph (b), the Association shall not have as an object the pecuniary gain of Members and no Members shall be entitled to receive any dividend out of any Annual Subscriptions, Additional Fees, Donations or other income or funds of the Association;
- (b) A Member may enter any agreement or understanding with the Association for the supply of any goods or services for such consideration and on such other terms and conditions as would be reasonable if that person were not a Member.

4. MEMBERSHIP AND APPLICATIONS FOR PLAYER STATUS

4.1 The Association's Membership shall comprise Members and Member Associations:

- (a) which are represented by persons whose signatures appear on the application for incorporation of the Association; or
- (b) which are approved for Membership following an Application for Membership in writing which is approved by a majority of Committee Members.

4.2 Applications for Membership of the Association shall be:

- (a) made in writing on behalf of a regional wheelchair rugby association and given to the Secretary;
- (b) the Committee shall have an absolute discretion to approve or reject any Application for Membership;
- (c) the Committee shall not be bound to give any reason for approval or rejection of any Application for Membership.

- 4.3 Any person who belongs to a Member Association who is directly or indirectly interested in any agreement or understanding with the Association shall disclose the nature and extent of such interest to a Committee Member after such interest arises, or in writing to, the President, after such interest arises, and the President shall present such written disclosure to the next convened Committee Meeting.
- 4.4 Any Member Association wishing to withdraw from the Association may do so at any time by giving written notice to the Secretary, provided that:
- (a) amounts owing to the Association from such Member Association being paid in full; and
 - (b) the Member Association shall not thereby be entitled to any refund of Annual Subscriptions or Additional Fees paid by that Member Association.
- 4.5 If any Member Association in the Committee's opinion:
- (a) breaches any of these Rules or any of that Member Association's undertakings to the Association and leave such breach unremedied for 7 days after receiving written notice from the Committee to remedy the same; or
 - (b) behaves in any way which brings the Association into disrepute or is prejudicial to the Association's interests, the Committee may in its absolute discretion terminate that Member Association's membership of the Association by written notice to that Member Association, and that Member Association should not thereby be:
 - (c) entitled to any refund of Annual Subscriptions or Additional Fees or Player Fees paid by the person; nor
 - (d) released from any amounts owing by that person to the Association.

- 4.7 Clauses 4.2 to 4.5 above will apply to Members and the Committee may do all things and act, as if reference to Member Associations was a reference to a Member.

5. ANNUAL SUBSCRIPTIONS, ADDITIONAL AND PLAYER FEES

- 5.1 Annual Subscriptions and Player Fees for each Association Year:
- (a) shall be fixed by the Committee at least 1 month before the beginning of the Association Year to which the Annual Subscription and Player Fees relates; and
 - (b) may be fixed at different levels for any number of different classes of Members or Players as determined by the Committee.
- 5.2 The Committee may from time to time fix Additional Fees which:
- (a) may be levied amongst all Member Associations or such Member Associations or Players as the Committee thinks fit;
 - (b) may be applied by the Committee for such purposes as the Committee thinks fit; and
 - (c) shall not in aggregate exceed for any Member Association in any Financial Year the amount of Annual Subscription payable by that Member Association in that Financial Year.
- 5.3 Each Member Association or Player shall pay in full to the Treasurer:
- (a) the relevant Annual Subscription or Player Fee payable by that Member Association or Player on or before the beginning of the Association Year to which the Annual Subscription or Player Fee relates, unless that Member Association or Player has before the beginning of such Association Year, given notice in accordance with Rule 4.4 of its or his or her wish to withdraw from the Association; and

(b) all Additional Fees payable by that Member Association or Player within 14 days of that Member Association or Player being advised in writing that such Additional Fees payable, unless that Member Association or Player has before the expiration of such 14 day period, given notice in accordance with Rule 4.4 of his or her wish to withdraw from the Association.

5.4 If any Member Association or Player fails to pay the relevant Annual Subscription or Player Fee or any Additional Fees payable by that Member Association or Player in accordance with Rule 5.3, that Member Association or Player should not be entitled to receive notice of, attend or vote at any General Meeting, Committee Meeting or Meeting of any Sub-Committee.

5.5 If any local wheelchair rugby association becomes a Member Association after the beginning of any Association Year, the Committee may allow such Members such reduction to the amount of Annual Subscription otherwise payable by such Member for that year as it thinks fit.

5.6 Clauses 5.2 to 5.4 above will apply to Members, and the Committee may do all things and act, as if reference to Member Associations was a reference to a Member.

6. ASSOCIATION MEETINGS

Annual General Meetings

6.1 The Association shall hold an Annual General Meeting as soon as practicable at the end of each Financial Year and before the next Association Year at such time, date and place as the committee directs for the purpose of:

(a) considering a report from the Committee on the activities of the Association since the last Annual General Meeting or over the last calendar year (whichever is the later) and any proposed activities of the proposed Association;

(b) approval the Financial Statements for the last Financial Year;

(c) electing Committee Members.

6.2 Not more than 15 months shall elapse between one Annual General Meeting and the next.

Special General Meetings

6.3 Special General Meetings of the Association, for the purpose of considering any business which is capable of resolution by the Association, shall be held whenever called by the Secretary:

(a) immediately upon a request from the Committee; or

(b) within 14 days of receiving a written request to that effect signed by the at least 20% of Members entitled to receive notice, attend and vote at such a meeting specifying the matters to be considered at the meeting.

Power of Association in the General Meeting

6.4 The Association in General Meeting may exercise all powers, authorities and discretion of the Association notwithstanding that any such power, authority or discretion may have been vested in the Committee by these Rules.

Notice

6.5 At least seven days prior written notice (excluding the day of service the day for which the notice is given) of every General Meeting shall be given to every member entitled to receive notice of such a meeting, specifying the time, date and place, and, except in the case of the general business to be considered at an Annual General Meeting, the general nature of the business to be considered at, such meeting.

6.6 The accidental omission to give such notice or the non-receipt of such notice by any Member shall not invalidate the proceedings at any such meeting.

- 6.7 Notwithstanding any contrary provision in these Rules, the requirement of (this Rule relating to notice may be modified or waived by the written consent of 75% of Members entitled to receive notice to attend and vote at general meetings.

Quorum

- 6.8 No business shall be transacted at any General Meeting unless a quorum is present.
- 6.9 A quorum for any General Meeting shall be twelve (12) representatives of Member Associations present in person.
- 6.10 If, within half an hour of the time appointed for the holding of any General Meeting, a quorum is not present:
- (a) such meeting shall be adjourned for no more than 14 days at such time and place as determined by a majority of Members present in person or by proxy; and
 - (b) at least seven days notice of such adjourned meeting shall be given in accordance with Rule 6.4, specifying that such notice is given pursuant to this rule 6.5(c).
- 6.11 If, within half an hour of the time appointed for the holding of such adjourned meeting, a quorum is not present, then the Member(s) present in person or by proxy shall be a quorum.

Chairperson

- 6.12 The chairperson of any General Meeting shall be:
- (a) the President; or
 - (c) if the President is not present within 15 minutes of the time appointed for the holding of such meeting, any Member appointed by a majority of Members present in person or by proxy.

Proxies

- 6.13 A proxy must be a Member.
- 6.14 The instrument appointing a proxy shall be:

- (a) in writing signed by the appointee;
- (b) given to the Secretary before any General Meeting to which it relates;
- (c) in the same form as follows or similar:

**NEW ZEALAND WHEELCHAIR RUGBY ASSOCIATION
INCORPORATED**

[I/We], [FULL NAME] of [ADDRESS], being a Member of the Association appoint [FULL NAME] of [ADDRESS], being a Member of the Association as [MY/OUR] proxy to vote for [ME/US] on [MY/OUR] behalf at the [ANNUAL/SPECIAL] General meeting of the Association to be held on [DATE] and any adjournment of such meeting.

The proxy shall vote [IN FAVOUR OF/AGAINST] the resolution that [...].

The proxy may vote as [HE/SHE] thinks fit.

SIGNED this [DAY] of [MONTH] [YEAR].

- (d) deemed to include authority to demand, or join in demanding, a poll.

Voting

- 6.15 Subject to Rule 5.4, at any General Meeting:
- (a) a resolution shall be passed if it is supported by a majority of Members present in person or by proxy when a quorum is present, unless under these Rules or the Act a resolution must be passed otherwise than by such a majority;

- (b) on any resolution put to voices, a show of hands or a poll:
 - (i) each member present in person or by proxy shall have one vote;
and
 - (ii) the chairperson at such meeting shall have a casting vote in addition to his or her vote as a Member;
- (c) a resolution put to the vote shall be decided on voices or a show of hands, unless a poll is demanded on or before the declaration of the result of the voices or show of hands, by:
 - (i) the Chairperson at such meeting; or
 - (ii) at least two Members present in person or by proxy,and unless a poll is so demanded a declaration by the Chairperson at such meeting that a resolution has been carried or lost and an entry in the Association's Minute Book to that effect shall be conclusive evidence to that fact;
- (d) the demand for a poll may be withdrawn;
- (e) if a poll is duly demanded, a poll shall be taken immediately in such manner as the Chairperson at such meeting directs and shall be deemed to be the resolution of such meeting; and
- (f) on a poll, votes may be given personally or by proxy.

Adjournments

- 6.16 The Chairperson at any General Meeting may, with the consent of a majority of Members at such meeting, and as so directed by such majority, adjourn such meeting to any other place, time and date no more than 14 days from the time appointed for the holding of such meeting, to consider any business left unfinished at such meeting, without it being necessary to give any notice of, or business to be considered, at the adjourned meeting.

Minutes

- 6.17 For every General Meeting the Secretary shall cause, or if the Secretary is not present, the Members present shall procure, minutes to be made in a book of:
- (a) the time, date and place that such meeting was held;
 - (b) the names of the Members present at such meeting; and
 - (c) all resolutions of, and business considered at such meeting.

Written resolutions

- 6.18 A resolution in writing signed by 75% of Members for the time entitled to receive notice of any General Meeting shall be as valid and effectual as if it had been passed at a duly held and convened General Meeting.
- 6.19 Such a resolution may consist of one or more documents in similar form each signed by one or more members.

7. THE COMMITTEE

Powers

- 7.1 Subject to the direction of the Association in General Meeting, the Committee:
- (a) shall manage the affairs of the Association;
 - (b) may exercise all powers of, and do all acts on behalf of, the Association as are not required by these Rules or the Act to be exercised by the Association in General Meetings; and
 - (c) may determine any matter concerning the Association or Members which is not provided for in these Rules or any ambiguity in respect of these Rules, and the Committee's decision on such matters shall be final.

Election and standing of Committee Members

- 7.2 Committee Members shall be elected by the Association at each Annual General Meeting and may be elected at any other time by the Association at General Meeting. Only Members may be eligible to Committee membership.
- 7.3 All Committee Members shall hold their elected position until:
- (a) the next Annual General Meeting following their election (when they shall be eligible for re-election);
 - (b) their written resignations from such position;
 - (c) their removal from such position by the Association in General Meeting;
or
 - (d) they cease to be Members.
- 7.4 In the event of a casual vacancy in any position on the Committee (whether caused by death, cessation of membership of a Member or, some other means) the remaining Committee Members may appoint one of their number or another Member to fill the vacancy until the next appointment to fill such position by the Association.

Privileges of the President

- 7.5 The President shall be entitled to:
- (a) attend all General Meetings and Committee Meetings and meetings of any sub-committee; and
 - (b) Receive all information (including copies of all documents and written communications) received by any Member or Member Association which is relevant to the activities of the Association.

Duties of the Secretary

7.6 The Secretary shall:

- (a) convene General Meetings when required to do so in accordance with these Rules;
- (b) give all notices required to be given by these Rules or as directed from time to time by the Association or the Committee;
- (c) keep minutes at all General Meetings and Committee Meetings and enter in the Minute Book provided for that purpose:
 - (i) the time, date and venue of such meetings;
 - (ii) the names of all persons present at such meetings; and
 - (iii) all business considered in resolutions passed at such meetings;
- (d) perform the clerical work for, and maintain proper records of, the Association;
- (e) maintain an accurate and up to date register of Members; and
- (f) maintain an accurate and up to date register of Players; and
- (g) give all such notices, certificates, or information to the Registrar as may be required by the Act or the Registrar pursuant to the Act.

Duties of the Treasurer

7.7 The Treasurer shall:

- (a) receive, and issue receipts for, all Annual Subscriptions, Players Fees and Additional Fees and, if required by the Committee, any other moneys paid to the Association;

- (b) operate and maintain a current bank account in the name of the Association;
- (c) immediately deposit into the Association's bank account, or otherwise as directed by the Committee, all moneys paid to the Association;
- (d) make such investments in the name of the Association as the Committee may determine from time to time;
- (e) pay all accounts properly incurred by or on behalf of the Association and make all advances authorised by the Committee;
- (f) keep all financial records of the Association and ensure their safe keeping along with any security documents;
- (g) report immediately the Committee any Member or Player who fails to pay Annual Subscriptions or Additional Fees within the prescribed period;
- (h) compile the Financial Statements immediately following each Financial Year; and
- (i) compile such other proper accounting records from time to time as may be requested by the Association or the Committee which give a true, fair and complete account of the financial affairs and transactions of the Association.

Sub-Committees

7.8 The Committee may:

- (a) delegate any of its powers to Sub-committees comprising such representative Member Associations or Member as it thinks fit; and
- (b) Regulate the proceedings of any Sub-Committee at its absolute discretion.

7.9 Subject to these Rules and the direction of the Committee, a Sub-Committee may meet and regulate its business as it thinks fit.

7.10 Questions arising at a Sub-Committee meeting shall be decided by a majority of Members comprising that Sub-Committee.

Committee Meetings

7.11 Subject to these Rules the Committee may meet together for the dispatch of business and regulate its meetings as it thinks fit.

7.12 Any Committee Member may call a Committee Meeting by giving two days (excluding the day of service and the date for which the notice is given) a private notice of such meeting to the other Committee Members entitled to receive notice of such meeting stating the time, date and place of, and an agenda for, such meeting.

7.13 The accidental omission to give such notice, or the non-receipt of such notice by any Committee Member shall not invalidate the proceedings at any such proceedings.

7.14 Notwithstanding any contrary provisions in these Rules, the requirements of this Rule relating to notice may be modified or waived by the written consent of the all the Committee Members entitled to receive notice of, attend and vote at meetings.

7.15 At any Committee Meeting:

- (a) no business shall be transacted unless a quorum is present;
- (b) a quorum shall be a majority of Committee Members for the time being entitled to receive notice of such meeting;
- (c) if, within half an hour of the time appointed for the holding of the meeting, a quorum is not present:

- (i) the meeting shall be adjourned for no more than seven days at such time, date and place as determined by a majority of Committee Members present; and
 - (ii) at least two day's notice of the adjourned meeting shall be given by the Secretary in accordance with Rule 7.6(b), specifying that such notice is given pursuant to this Rule 7.15(c)(ii);
- (d) if, within half an hour, of the time appointed for the holding of such an adjourned meeting, a quorum is not present, then the Committee Member(s) present shall be a quorum;
- (e) the Chairperson shall be:
- (i) the President; or
 - (ii) if the President is not present within 15 minutes of the time appointed for the holding of the meeting, any Committee Member appointed by a majority of the Committee Member(s) present:
- (f) subject to Rule 7.16, a resolution shall not be passed unless it is passed by a majority of votes. The chairperson at such meeting shall have a casting vote in addition to his or her vote as a Committee Member;
- (g) the Secretary shall cause, or if the Secretary is not present, the Committee Members present shall procure minutes to be made in a book of:
- (i) the time, date and venue of the meeting;
 - (ii) the names of the Committee Members present at the meeting; and
 - (iii) all resolutions of, and business considered at, the meeting;
- (h) all acts of the Committee, notwithstanding any defect in the appointment or continuing qualification of any Committee Member as such, shall be

as valid and effectual as if such Committee Member was duly appointed in accordance with these Rules.

Written Resolutions

- 7.16 A resolution in writing signed by 75% of Committee Members for the time being entitled to receive notice of the Committee Meetings shall be as valid and effectual as if it has been passed at a duly held and convened Committee Meeting.
- 7.17 Such a resolution may consist of one or more documents in similar form each signed by one or more Committee Members.

Telephone meetings

- 7.18 The contemporaneous linking together by telephone or other means of communications of a number of Committee Members not less than a quorum shall be deemed to constitute a Committee Meeting and all the provisions of these Rules shall apply to such a meeting provided:
- (a) notice of the telephone meeting is given to all the Committee Members for the time being entitled to receive notice of Committee Meetings, whether by telephone or otherwise and whenever given; and
 - (b) every Committee Member taking part in the telephone meeting must be able to hear at all times as the other Committee Members.

Fines

- 7.19 The Committee may impose a fine on any Member who, in the Committee's opinion:
- (a) breaches of any of these Rules or any of his or her undertakings to the Association; or
 - (b) behaves in a manner which brings the Association into disrepute or is prejudicial to the Association's interests.

7.20 Any such fine shall be payable by that Member to the Treasurer immediately.

8. GENERAL

Amendments to Rules

8.1 No alteration or addition to, or rescission of, these rules shall be made except by the resolution of not less than 75% of Members present in person or by proxy and entitled to vote at a General Meeting and notice of alteration, addition or rescission shall be effective until accepted by the Registrar.

No addition to or alteration or recession of the rules shall be approved if it effects the non profit Aims, personal benefits clause or the winding up clause.

The Seal

8.2 The Committee shall provide for the safe custody of the Seal.

8.3 The Seal shall only be used by the authority of the Committee or the Association.

8.4 Every instrument to which the Seal is affixed shall be signed by two Committee Members who have witnessed the affixing of the Seal to such instrument.

Winding up

8.5 The Association may be wound up in accordance with the Act.

8.6 Upon the winding up of the Association, any property that remains after the satisfaction of all the Association's debts shall be paid to Paralympics New Zealand.

Drawing cheques

8.7 The Committee shall authorise the Treasurer and such other Committee Members as it thinks fit to sign cheques drawn on the Association's bank

account and shall immediately on so doing notify the Association's bank of such authorisations.

- 8.8 All cheques drawn on the Association's bank account shall be signed by the Treasurer and another Member authorised to sign cheques on behalf of the Association.

Liability of Members

- 8.9 Every Member shall be indemnified by the Association's of the outstanding liability properly incurred by such Member in respect of the affairs of the Association.
- 8.10 No action in law or otherwise shall lie in favour of any Member against any other Member, the Committee or the Association in respect of any act or omission pursuant to these Rules, except as provided in these Rules or arising out of the lawful default of the person against whom such action is taken.
- 8.11 Except as provided at law, no Member shall be under any liability in respect of any contract, liability or other obligation made or incurred by the Association.

By-laws

- 8.12 Subject to paragraph 8.1 the Association at General Meeting may make by-laws not repugnant to these Rules for the regulation of the Association's affairs.
- 8.13 Any resolution for the adoption of such by-laws shall be voted for by not less than 75% of Members present in person or by proxy and entitled to vote at such meetings.
- 8.14 The Committee may from time to time prepare draft by-laws and recommend the same for adoption by the Association.
- 8.15 Members shall comply at all times with the rules and by-laws of Paralympics New Zealand and the rules of play of the International Wheelchair Rugby Federation or such other international governing body from time to time.

Notices

8.16 Any notice given under these rules to the Association or any Member may be:

- (a) delivered by hand to the Secretary or the Member, as the case may be;
- (c) sent by pre-paid post to the Association's registered office or the Member's last advised address, as the case may be; or
- (c) sent by facsimile to the recipient at the number last advised by the recipient for such purpose,

and shall be deemed to be given on the day it was delivered or sent, in the case of delivery by hand or sending by facsimile, or two days after posting, in the case of sending by post.

This is the document marked "A" referred to in the annexed deceleration of Timothy C Johnson made at 13/7 Cecil Place, Waltham, Christchurch this Monday 26th August 2002 before me:

Timothy C Johnson (NZWR President)

Graham Condon (Justice of Peace)

I declare that I am a member of NZWR and the document marked 'A' are the amended rules of NZWR as agreed in Christchurch, November 2002.

Name

Signature

Name

Signature