



# Constitution

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## Amendments

<u>Amendment Date</u>	<u>Section No.</u>	<u>Clause No.</u>	<u>Amended By:</u>
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# KartSport Mt. Wellington Incorporated Constitution

## 1. Name

The name of the Incorporated Body shall be KartSport Mt. Wellington Incorporated and shall consist of all persons who are Members of the Club in accordance with this Constitution and the Club Rules.

## 2. Interpretation

In this Constitution and these Rules, unless a contrary intention appears:

- "Club" means KartSport Mt. Wellington Incorporated.
- "Committee" means the whole Committee.
- "Committee Person" means an individual member of the Committee.
- "Executive" means President, Vice President, Secretary and Treasurer.
- "Member" means a current financial member of the Club.
- "Year" means the financial year of the Club.
- "KartSport New Zealand" means KartSport New Zealand Incorporated.
- "Officer" means a person elected by the AGM or appointed by the Committee to a position.
- Words importing the singular shall be deemed to include the plural and vice-versa.
- "HIS" shall mean also "HERS". Male and female have no distinction unless otherwise stated.
- "In Committee" means only Committee Persons can be in attendance (ref 4.12) for part of a meeting.
- "Regulations" shall mean all of the Constitution clauses.
- "Rules" shall mean all items covered by Schedules attached to the Constitution.
- "KartSport", "Kart Racing", "Kart", and "Karting" shall mean any form of transport powered or otherwise using a vehicle of the type described from time to time in the Specifications of KartSport New Zealand.
- "AGM" means Annual General Meeting.
- "SGM" means Special General Meeting.

## 3. Objects

The Objects of the Club are to encourage, foster and develop the amateur sport of Karting, and to protect the interests of the members, owners, drivers, parents, guardians, officials, volunteers, trade, and any others taking part in the sport. The Club is affiliated to KartSport New Zealand Incorporated and accepts its Constitution.

## 4. Committee

- 4.1 The Committee of the Club shall consist of the President, Vice President, Secretary, Treasurer, Club Captain and a minimum of six and maximum of sixteen other Committee Persons.
- 4.2 All elected Members of the Committee shall retire annually and shall be eligible for re-election at the AGM. Should any of the Committee resign during their term of office and/or any Committee Person fail to attend three consecutive duly convened meetings without furnishing satisfactory reasons for their absence, they shall cease to be a member of the

Committee and any vacancy so occasioned shall likewise be filled by the Committee for the time being. The Committee shall meet at least four times per annum. The Secretary shall call all meetings.

- 4.3 The Committee, by majority decision, is empowered to undertake activities included in 9.3, 9.4, 9.5, 9.6 and 9.7 up to and including the Limits of Authority as declared in Schedule One attached to this Constitution. These Limits of Authority can only be changed or modified by way of Remit to an AGM or SGM.
- 4.4 The Committee shall have recourse on all Members of the Club for relief from any obligations or contracts for which they have, as managers, made themselves liable or entered into on behalf of the Club, whether as lessee or otherwise, within the Limits of Authority as defined in Schedule One and as provided for within this Constitution.
- 4.5 The Committee shall have the power to make, amend, alter, or revoke any rules contained within schedules 2, 3 or 4, as they may deem necessary for the better management of the Club, subject to clauses 7.5 and 7.6. Such decisions will require a two-thirds majority vote of the Committee and such changes will not come into effect until at least 28 days after notification of such changes to all Members by acceptable methods of communication such as the Club website, Members e-mail address or postal address. Such changes must be ratified by a two-thirds majority vote at either the next AGM or a SGM called for the purpose and notice of such alteration shall be given in writing at least 14 days prior to such meeting in accordance with 7.4.
- 4.6 The Committee shall have the power to inflict reasonable penalties as per the Limits of Authority on any Member who shall willfully infringe any of the Club's Regulations or Rules and such Members shall not be allowed to continue the privileges of membership until such penalties have been fulfilled. Such decisions will require a two-thirds majority vote of the Committee.
- 4.7 The Committee shall have the power to suspend membership of any Member for misconduct or for consistently infringing the Club Regulations and Rules or for bringing the Club into disrepute. Such decisions will require a two-thirds majority vote of the Committee. (See 8 – Suspension and Expulsion.)
- 4.8 The Committee shall have the power to appoint Sub-Committees for any special objects and Sub-Committees shall operate within the limits set by the Committee.
- 4.9 Any co-opted Member to a Sub-Committee will be given full voting rights on that Sub-Committee.
- 4.10 A quorum for main Committee meetings will be 3/5<sup>th</sup> of the Committee.
- 4.11 Decisions at Committee meetings will be by simple majority (except for 4.5, 4.6 and 4.7). In the event of the votes being equal, the Chairperson shall have one additional casting vote.
- 4.12 The Committee, by majority vote, can decide to hold part of Committee meetings "In Committee".
- 4.13 Between Committee meetings the management of the Club shall be vested in an Executive Committee comprising of the President, Vice President, Secretary and Treasurer. No member of the Executive may be under 18 years of age.

## **5. Election of Committee, Appointment of Officers and Voting.**

- 5.1 Election of the Committee shall be by a show of hands or, if two Members present demand, by ballot at the AGM. Those standing for election to the Committee must have been a Member of the Club for an immediate period of six months or more and nominated and seconded by Members who have been Members of the Club for an immediate period of six months or more.
- 5.2 Those persons nominated for Committee positions must be present at the AGM or if unable to be present must provide written confirmation of acceptance of nomination to the Secretary prior to the AGM.
- 5.3 Where the valid nominations that have been proposed exceed the number needed, a ballot shall be held among those Members present at the AGM. In the event of more than two Members contesting a Club or Committee position, multiple ballots will be held until the required number of appointments is found. The first ballot will take place with the lowest polling candidate removed each time; then another ballot will be held and so on until the position being voted on is reduced to the required number of Members or to two Members. In any final ballot, a Member will be elected on a simple majority of votes cast.
- 5.4 All nominations for Committee must be made in writing to the Secretary to be received prior to the start of the AGM. Notwithstanding, if there is no written nomination received for a committee position, then nominations can be made from the floor at the AGM provided the requirements of clause 5.1 and 5.2 are met.
- 5.5 If for any reason any Committee position is not filled at the AGM, the Committee may appoint a Member to the position after the AGM.
- 5.6 The Committee may appoint a Member to any vacancy within the Committee.
- 5.7 The Committee may appoint additional Committee Members.
- 5.8 The Committee may appoint Club Officers from time to time.
- 5.9 Any Member over 18 years of age is entitled to vote. Voting at all meetings shall be by majority vote by a show of hands. A ballot may be called for and enforced by the President or Vice President or the Chairperson at that meeting or by any two Members demanding the same.
- 5.10 Decisions at meetings of the Club will be by simple majority unless otherwise stated. In the event of the votes being equal, the Chairperson shall have one additional casting vote.
- 5.11 Where a ballot is required two Scrutineers will be called for and appointed by the meeting. The voting papers will be destroyed following confirmation of the result unless the members demand otherwise.
- 5.12 Proxy votes are not permitted.

## **6. Membership and Financial Year.**

- 6.1 Any driver favourable to the Objects and Rules of the Club shall be eligible for Membership. Members joining the Club automatically accept all Rules and Regulations of the Club.
- 6.2 The Club shall consist of Single Racing, Family, Social, Overseas, Honorary and Life Memberships. Family Membership allows one vote per named family member over the age of 18 years, and all other membership types allow one vote to be cast. A parent or guardian

shall have the power to vote on behalf of any single racing member under 18 years of age. Proxy votes are not permitted.

- 6.3 To qualify for Family Membership the following criteria must be met:
- 6.3.1. Any spouse and any immediate family member residing at the same address is accorded Family Membership. A spouse includes any immediate partner of the Member.
  - 6.3.2. Any other circumstances can be referred to the Committee who will have the final decision on whether a person is accorded Family Membership or not.
- 6.4 Any Member may resign or withdraw his Membership by giving to the Secretary notice in writing. The balance of any membership fee is not refundable.
- 6.5 Any person suspended or expelled or ceasing to be a Member of the Club on any account whatsoever shall forfeit all right to, or claim upon the Club or its property, but shall not be thereby released from his pecuniary obligations to the Club.
- 6.6 Financial Year
- 6.6.1 The financial year shall commence on the 1<sup>st</sup> February and end on the 31<sup>st</sup> January each year.
  - 6.6.2 The Membership year shall be from 1<sup>st</sup> June to 31<sup>st</sup> May. New Members joining after 1<sup>st</sup> February shall receive a 40 % reduction of the Annual Membership Fee.
  - 6.6.3 Annual renewal of the Membership shall be on or before 31<sup>st</sup> May.
  - 6.6.4 The Annual Membership Fee shall be recommended by the Committee prior to the AGM and fixed at the AGM by a simple majority vote.
- 6.7 Life Membership: The Committee as it sees fit, shall recommend to the AGM for ratification by the assembled Members by a simple majority vote, a person or persons it considers worthy of the rank of Life Member. Any Member who sees fit, and gives written recommendation with at least five other Member's signatures, may submit a name or names to the Committee for admission to Life Membership. Criteria for consideration of any Member must be along the following guidelines: -
- 6.7.1 The person must have been involved in the sport of Karting for at least 5 years, as a competitor, administrator, or both, and also to have been a Member of the Club for this period of time;  
and/or
  - 6.7.2 The person provided exemplary and outstanding service to both the sport of Karting and to the Club.
- Any person so appointed with Life Membership shall be exempt from any membership fees and be entitled to all privileges and rights as a fully paid Member. Life Members shall receive a Life Members badge, and free admission to all race events at the Club. Any future alterations to the Constitution shall not prejudice any benefits of a Life Membership.
- 6.8 Honorary Members: Will be appointed and/or reappointed on an annual basis, at the discretion of the Committee. Any person so appointed with Honorary Membership shall, for the duration of the appointment, be exempt from any membership fees and be entitled to all privileges and rights as a fully paid Member. The elected President of the Club shall be granted Honorary Membership for the duration of his/her term in office.

## **7. Meetings and Alteration of Regulations and Rules**

- 7.1 The AGM of the Club shall be held no later than 15<sup>th</sup> May each year at such time and place as the Committee may decide. Such meetings shall receive the Annual Report, Financial Accounts and Balance Sheet, elect the Committee, ratify all rule changes, table all Notices of Motion and Remits received in accordance with these regulations and transact any general or special business of the Club.
- 7.2 Not less than 28 days notice shall be given to all Members, by acceptable methods of communication such as the Club website, Members e-mail address or postal address stating the time and place of the AGM and calling for Notices of Motion, Remits, nominations for Committee and any special business together with a closing date by which time all such items must be in the hands of the Secretary.
- 7.3 Any Notices of Motion, Remits or special business and all nominations for Committee will be considered at an AGM or SGM provided that notice thereof be given in writing to the Secretary 21 days before such meeting and the Secretary shall notify Members of all such business in accordance with 7.4.
- 7.4 Not less than 14 days notice shall be given to all Members by acceptable methods of communication such as the Club website, Members e-mail address or postal address stating the business of such General Meeting including any nominations for committee, Notices of Motion, Remits and any special business.
- 7.5 These Regulations and Rules may be altered as provided for in this section and by clause 4.5 provided that no addition, alteration, deletion, amendment or revision of the Amateur Sports Objects, Personal Benefit clause, Payments To Members clause or the Dissolution Of Property On Winding Up clause is made.
- 7.6 Any changes to the Amateur Sports Objects, Personal Benefit, Payments to Members or the Dissolution Of Property On Winding Up clauses shall not be made without the approval of the Inland Revenue Department (or its statutory successor in the approval of amateur sports promoters). 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.
- 7.7 Any alterations to Regulations and Rules will take place by presentation of a Notice of Motion (for Regulations) or Remit (for Rules) to an AGM or SGM and require a two-thirds majority of the votes cast at an AGM or SGM to be passed. Notices of Motion and Remits must be presented in writing in accordance with 7.3.
- 7.8 The President shall, at any time he/she may deem necessary, instruct the Secretary to summon by acceptable methods of communication notice of Special and Committee meetings. Such notices, in the case of Special meetings, must state the business to be transacted at such meeting, and the time and place of the meeting, and shall be sent to each Member by acceptable methods of communication such as the Club website, Members e-mail address or postal address no later than 14 days before such meeting.
- 7.9 The President, or in his/her absence, the Vice President, shall be required to call a Committee meeting when applied to by four Members of the Committee or by a petition signed by ten Members. Any such meeting is to take place within 14 days of receipt of the application, which shall be in writing setting forth the purpose for which the meeting is desired and, at such meeting, no matter shall be discussed except the subject for which the meeting was called.

7.10 The President shall be required to call a SGM of the Club on:

- A two-thirds majority vote of the Committee to call such a meeting  
and/or
- A petition signed by at least ten Members of the Club.

Such SGM shall take place within 28 days from the date of the Committee decision or receipt of the application, which shall be in writing setting forth the purpose for which the meeting is desired and, at such meeting, no matter shall be discussed but the subject for which the meeting was called. Such meeting shall be convened by circular with notice of the business to be transacted and the time and place of the meeting sent to all Members by acceptable methods of communication such as the Club website, Members e-mail address or postal address no later than 14 days before such meeting.

7.11 At all AGM and SGM, the minimum number to conduct these meetings shall be a quorum of fifteen Members, and this number is to include those Committee Members present.

7.12 If within one hour of the appointed time for an AGM and SGM a quorum is not present the meeting will be adjourned to the same day in the next week at the same time and place and no business will be transacted at any adjourned meeting except that business that was notified for the original meeting.

7.13 The President, or in his/her absence, the Vice President, or in his/her absence, an elected interim Chairperson shall take the Chair at all Annual, Special, General, or Committee meetings. At any meeting the Chairperson shall in the event of equal voting have one additional casting vote. Proxy votes are not permitted.

## **8. Suspension and Expulsion**

- 8.1 If the conduct of any Member is such as appears to endanger the character, good order or welfare of the Club, or shall be considered to have become undesirable or no longer conducive to the interests of the Club, the Committee may (refer 4.6, 4.7) fine or suspend the Member from the privileges of the Club. No Member may be penalised unless the following clauses have been observed.
- 8.2 The Committee must first call upon the Member for an explanation of any charge of wilful or consistent infringement of the Club's Regulations or Rules or misconduct brought against them by any Member(s) of the Club and a Committee meeting may take disciplinary action to inflict reasonable penalties as per the Limits of Authority (Schedule One), including suspension provided that:
- 8.2.1 Not less than 7 days notice in writing, requesting their attendance, shall be given to the Member(s) in question, stating the date, time and place of the Committee meeting at which the charge is to be heard and the grounds upon which the question of disciplinary action is to be discussed.
- 8.2.2 Such Member(s) may be present at such committee meeting and may speak on their own behalf or shall be allowed an advocate to speak on their behalf. Any Member(s) under the age of 18 years must be accompanied by their parent, guardian or adult representative.
- 8.2.3 Members cannot employ or engage legal representation at any hearing. Any advocate allowed in Clause 8.2.2 cannot be a legal representative. Members may offer any evidence or call any witnesses to give evidence on their behalf upon the matter affecting the proposed disciplinary action.
- 8.2.4 Following such a hearing by the Committee, a decision to penalise any Member as per the Limits of Authority shall be carried by a two-thirds majority vote of the Committee and such decision must be notified to the Member(s) in writing.
- 8.3 A Member(s) who is suspended by such a decision of the Committee is not entitled to recover any portion of their membership fee and must immediately return to the Club any property of the Club in their possession including their membership card(s).
- 8.4 A Member(s), at this juncture, can request to go to mediation provided such request is made in writing to the Secretary within 7 days of the notification of penalty and/or suspension by the Committee. The Secretary must convene such mediation within 28 days of receipt of such notice. The President of KartSport New Zealand shall be requested to appoint the Mediator(s). Once both parties agree to submit to mediation, then the right of appeal under clause 8.5 is forfeited and the decision of the Mediator(s) shall be binding upon the Member(s) and the Club with no further right of appeal by either of the parties.
- 8.5 A Member(s) who has been suspended, and who has not elected to go to mediation as provided for under clause 8.4, shall have a right of appeal at a SGM provided such notice to appeal is made in writing to the Secretary within 7 days of the notification of suspension by the Committee. The Secretary must convene such a SGM within 28 days of receipt of such notice and the Secretary shall notify Members of such special business in accordance with 7.4.
- 8.6 A suspended Member(s) may be expelled at an AGM or SGM by a two-thirds majority vote of those present. Expulsion must be decided upon no later than the next AGM or SGM and the Secretary shall notify Members of such special business in accordance with 7.4.

## **9. Administration and Powers**

- 9.1 The Treasurer shall under the signatures of the President, Vice President and Secretary open an account in the name of the Club with a recognized Trading Bank named by the Committee and all monies received shall be deposited to the credit of that account. The Committee may appoint any signatories as required and any two signatories may operate the account.
- 9.2 No liability shall be incurred by any Member on behalf of the Club without the prior consent of the Committee, but not withstanding that, the Executive may authorise or decline any expenditure in between times to the amounts listed in the Limits of Authority (Schedule One), with such amounts or actions to be approved by the Committee at the first Committee meeting that follows. Limits of authority can only be altered by Remit to an AGM or SGM.
- 9.3 The Committee is authorised on behalf of the Club to undertake transactions to purchase, take or lease or otherwise acquire upon such terms as it may think fit, any real or personal property and any rights and privileges either necessary or convenient for the purposes of the Club, and may erect, maintain, improve, or alter any buildings or works as it may acquire on behalf of the Club providing such transactions are within the Limits of Authority contained in Schedule One. Limits of Authority can only be altered by Remit to an AGM or SGM.
- 9.4 The Committee is authorised on behalf of the Club to borrow or raise money upon mortgages of any of the real and personal or other obligations or securities of the Club providing such transactions are within the Limits of Authority contained in Schedule One. Limits of Authority can only be altered by Remit to an AGM or SGM.
- 9.5 The Committee is authorised on behalf of the Club to invest and deal with the funds of the Club upon such securities or in a manner and upon such terms and conditions as the Committee may think fit, providing such transactions are with a recognized Trading Bank and within the Limits of Authority contained in Schedule One. Limits of Authority can only be altered by Remit to an AGM or SGM.
- 9.6 The Committee may on behalf of the Club sell, lease, exchange, mortgage or otherwise deal with all or any of the real and personal property of the Club.
- 9.7 The Committee can raise money for specific purposes by way of imposing a special levy on Members. Such levies are to be within the Limits of Authority contained in Schedule One. Limits of Authority can only be altered by Remit to an AGM or SGM.
- 9.8 No Member of the Club, or any person associated with a Member, shall participate in or materially influence any decision made by the Club 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 paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). 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.
- 9.9 The Secretary and Treasurer on their retirement from office shall hand to their successors all Club property in their possession where they relate to the business of the Club including books, papers, documents and electronic files and a supplementary balance sheet. All Committee Members and any elected or appointed Officers on their retirement from office shall hand their successors all books, papers, documents and electronic files in their possession where they relate to the business of the Club and any other property belonging to the Club.

- 9.10 The Treasurer shall maintain true accounts and financial records of the Club and shall submit to the AGM to be held each year and every year a statement of his/her accounts for the past season that shall have previously been audited and certified as correct by the Auditor appointed for the purpose by the Committee.
- 9.11 Such appointed auditor(s) shall be either a practicing auditor, chartered accountant or otherwise suitably qualified to undertake and certify the correctness of the accounts but must be totally independent of the person(s) who prepare the accounts.
- 9.12 The Secretary shall convene and attend all General, Special General and Committee meetings of the Club and keep regular and correct minutes of the proceedings of such meetings in books or files which shall be produced at every meeting, conduct the correspondence according to directions he/she may receive from the President or Committee and attend generally to all clerical duties in connection with the Club.
- 9.13 The Secretary (or Membership Officer if one is appointed) shall keep a record of the names, addresses, membership type and any relevant information of all Members of the Club.
- 9.14 The Secretary and Treasurer shall not permit any book or document to be inspected except by a Member of the Committee without a written order from the President or by a resolution from the Committee except for the Constitution which will be freely available to all Members at all times upon request.
- 9.15 The Secretary and Treasurer shall perform any and all other duties consistent with their office.
- 9.16 Any Member or person breaking or injuring the property belonging to or in the possession of or for the use of the Club shall pay the cost of repairing or replacing such property.
- 9.17 No Member shall without due authorisation take away from the Club's premises any property belonging to, in the possession of, or for the use of the Club or any Member thereof.
- 9.18 No person shall suffer any penalty under any of these rules without the consent of the Committee and any person complained of shall be allowed to defend himself before such Committee.
- 9.19 All complaints shall be made to the Secretary by letter and any such complaint shall be laid before the Committee with as little delay as possible and the answer sent by the Secretary under their direction.
- 9.20 The registered office of the Club shall be the physical address of the Club.
- 9.21 Notwithstanding anything expressed or implied in this constitution, the activities of the Club shall not be carried on for the personal pecuniary profit or benefit of any Member or individual or associated person.

## **10. Common Seal**

- 10.1 The Committee shall forthwith provide a Common Seal for the Club and such seal shall not be affixed to any deed or document except by the order of the Committee.
- 10.2 Every deed or other document to which the Seal for the Club is required to be affixed shall be signed by either the President or Vice President and two other signatories from the Committee which may include the Secretary of the Club. The Secretary shall be responsible for the custody of the Common Seal.

## **11. Winding Up**

- 11.1 The Club shall not be wound up except by "Special Resolution" passed in accordance with the provisions of Section 24 of the Regulations under "The Incorporated Societies Act, 1908" and upon the winding up of the Club the assets shall, after payment of all liabilities and with full consideration to clause 11.2, be disposed of in such manner as the Club by "Special Resolution" determines.
- 11.2 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among any Members of the Club but shall be given or transferred to some other organisation or body having objects similar to the Objects of the Club, or to some other charitable organisation or purpose, within New Zealand. 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.

## **12. General Regulations**

- 12.1 The Club shall make rules governing and regulating races including the Club's trophies and championships. These are set out in Schedule Three - Racing Rules.
- 12.2 The Club shall make rules governing the general management of club day activities. These are set out in Schedule Four – General Club Rules.
- 12.3 The Club championships shall be held annually in accordance with Schedule Three – Racing Rules.
- 12.4 Every member competing under the Rules of the Club shall be bound by the Regulations, Codes, Rules and Specifications of KartSport New Zealand Incorporated.
- 12.5 The Club recognises KartSport New Zealand Incorporated as the sole governing body of Kart Racing in New Zealand.
- 12.6 The Committee may refuse any race entry that is clearly against the Club's interests.
- 12.7 Members and/or other organisations or persons wishing to hire the track (but not a track key), clubrooms or any other facilities under the control of the Club for any reason must apply to the Committee in writing. The Committee shall either approve or decline such application and negotiate an appropriate fee, bond and/or conditions of usage.

- 12.8 Use of the track by any person requires completion of the appropriate indemnity forms. Use of the track by any person under the age of 18 years requires completion of the appropriate indemnity forms by the person's parent or guardian. All persons under the age of 18 years using the track must be accompanied by either their parent or guardian at all times. Any Member under the age of 18 may be accompanied by an adult representative other than a parent or guardian provided they have the parent or guardian's consent and the Member holds a current KartSport licence. This rule only applies to Members and not visitors or any other person using the track. The parent, guardian or adult representative must still complete an indemnity form. All persons using the track must be accompanied by at least one other person who must have the ability to summons assistance if required either by use of a mobile phone or by use of a vehicle at the time of the track use taking place.
- 12.9 Members abusing either 12.7 or 12.8 will be subject to fine or suspension as provided for in these Regulations at the discretion of the Committee.
- 12.10 Any person who is not a Member of the Club shall not be allowed to make use of the Club's property or plant without the prior written permission or invitation of the Committee except as provided for in clause 12.11. Should such person be found on the Club's property, the Committee may immediately order the removal of the person and any of their property, and the person shall be responsible for damage and the expense of such removal.
- 12.11 Any person who is not a Member of the Club may use the track and pit facilities for testing of karts on officially designated test days provided that such persons are either given express permission by the Committee, are members of a Club affiliated to KartSport New Zealand or are accompanied by a member of a Club affiliated to KartSport New Zealand and have signed an indemnity form and paid the required fees.
- 12.12 Members are responsible for any perpetual Club trophies they are presented. Trophies must be returned in good condition to the Club a minimum of 60 days before the date of the event when the trophy will next be presented or when requested in writing by a letter sent from the Secretary. The Club will arrange any engraving. Trophies for which the Club is responsible may not be taken out of the country unless an agreed bond has been received and held by the Club. In the event a Club trophy is not returned by a specified date, the recipient will be fined up to \$200 and will be responsible for the replacement and updating of a new trophy.

### **13. Contingencies**

Where any particular Regulation or Rule is silent or where circumstances arise which are not, or are alleged not to be provided for in the Regulations or Rules of the Club and which require to be resolved by the Club, they shall be determined by an AGM or SGM, by the Committee or by the President until such time as such decision be revoked or varied by another decision of an AGM, SGM, Committee or the President. Decisions made under this Regulation are binding from the time the decision is made.

### **14. Registration and Returns**

The Club shall register any alterations in or additions to the Regulations and shall make all returns required by any statutory provisions for the time being in force.

## Schedule One

### 1. Limits of Authority

Activity	Who	Limit
1.1 To implement major projects such as clubrooms, track, and other related facilities.	Committee	Limit as approved by AGM or SGM.
1.2 To purchase, lease or acquire property, plant, equipment or services.	Committee	At the discretion of the Committee with a limit of \$15,000 per annum per project. Items over \$15,000 require AGM or SGM approval.
1.3 To erect, maintain, improve or alter buildings, property, plant, equipment or services. and/or site works.	Committee	At the discretion of the Committee with a limit of \$15,000 per annum per project. Items over \$15,000 require AGM or SGM approval.
1.4 Borrow or raise money upon mortgages.	Committee	Up to \$15,000 outstanding at any one time. Amounts over \$15,000 require AGM or SGM approval.
1.5 Invest and deal with the funds of the Club.	Committee	Must use recognised trading bank accounts only.
1.6 Sell, lease, exchange, mortgage or otherwise deal with any or all of the real or personal property of the Club.	Committee	At the discretion of the Committee. Amounts over \$15,000 require AGM or SGM approval.
1.7 Impose any special levy on Members	Committee	Up to \$150 at any one time.
1.8 To operate the Club and to incur expenses including any Committee approved budget.	Member	Within budget or Member item limit approved by Committee.
1.9 Impose fines, costs or suspensions on Members.	Committee	\$2,000 and/or up to a life suspension.

## Schedule Two

### 1. Membership Fees

Annual Membership fees are set and documented at each AGM.

- Single Racing Membership \$100
- Family Membership \$120
- Social Membership \$ 60
- Overseas Membership \$ 60
- Honorary Membership No Charge
- Life Membership No Charge

### 2. Race Fees

Race fees for the year shall be determined by the Committee and may vary according to the status of the race meeting.

### 3. Testing Fees

Testing fees apply when using the track. The Committee determines these fees.

- Practice Day before a race meeting \$5
- Practice Fees outside of race meeting \$10
- Practice Fees for non-members \$Up to \$25

### 4. Key Hire

Members may hire keys on an annual basis for track testing. The Committee determines the fee and bond.

- Annual track Key Fee \$150
- Key Bond \$ 50

## Schedule Three

### 1. Racing Rules

#### 1.1 Format

The Convenor may organise race formats to suit the type of meeting being conducted.

#### 1.2 Classes

All classes will be as per KartSport New Zealand rules unless specific dispensation has been obtained from the National Steward and advised by way of supplementary regulations.

#### 1.3 Club Points

- Season runs from 1 June to 31 May each year.
- Club point days are published on the annual race calendar.
- Trophy days, Club Championships, and special event days i.e: Christmas, picnic meeting, enduro etc. generally do not count for club point days, unless stated on the annual calendar.
- Only members compete for club points.
- Points accumulate from date of joining, or club membership renewal date. Points will accrue for membership renewals from 1 June provided the membership is renewed no later than 31 July.
- Trophies will be awarded in every class for first, second and third.
- There is no minimum number of meetings or competitors required to be eligible for club points or trophies.
- Points are issued for each meeting based on the size of the field. First is one point, second is two points and so on. Default points are issued to competitors who miss a club points day. The default points allocated are the field size for the class for the day plus 3 points. The field size includes all drivers in the class, not just Members.
- Club points are not transferable between classes.
- Drivers are able to run in any class throughout the year and can win trophies in more than one class.
- All rounds count. There are no drops.
- The points are based on the overall result for the day. Count backs apply.
- Count backs apply from 1 to 6 to find outright club point positions. After 6<sup>th</sup>, any tied results will be a tie.
- If a day is cancelled or rained off after racing has commenced and a no result is declared by the Chief Steward, then points will be allocated 1 point for attendees and 4 points for non-attendees.
- A kart with two or more drivers competing in the same class will not be eligible for club points.

## Schedule Three - Continued

### 2. Club Championships

- 2.1 The Club Championships will be contested before 30<sup>th</sup> September each year and may be conducted in the following format: -
- a) Run on a Saturday and Sunday of the same weekend
  - b) Run on 2 Sundays, each no more than 14 days apart
  - c) Run on 1 Sunday only.
- 2.2 Race format will be as per the KartSport New Zealand 5 heat system.
- 2.3 To be eligible to compete at the Club Championships competitors must be Members at least 28 days prior to the date of the event.
- 2.4 Classes to be available for entry are all KartSport New Zealand Championship Sprint Classes plus the following KartSport New Zealand Non-Championship Sprint Class – 100cc Club Class Yamaha.
- 2.5 All Club trophies for winners of Club Championships are presented at the Club Championship prize giving, usually held at the conclusion of the day's racing.
- 2.6 The minimum entry for a class at the Club Championships shall be two.

### 3. Club Trophies

<b><i>Club Championship Trophies</i></b>	<b><i>Other Club Trophies</i></b>
Cadet	Vera Keesing Memorial
Junior Restricted	Neil Sheehan Challenge Cup
Junior Yamaha	Pop Volkner Memorial
Formula Junior	Jon Wright Memorial
Junior ICA	Snow Nielson Memorial
Yamaha Light	
Yamaha Heavy	<b><u>Trophies presented at the</u></b>
Club Class	<b><u>Christmas Meeting:</u></b>
Rotax Light	Most Improved Cadet
Rotax Heavy	Most Improved Junior Restricted
Formula 100	Most Improved Junior
Intercontinental C	Most Improved Senior
125 National	Best Presented Kart and Driver
Open	Sportsman of the Year
	Best All-rounder and Club Person
	President's Trophy
	Vice President's Trophy

## Schedule Four

### General Club Rules

#### 1 General

- 1.1 If a Member has mechanical problems etc on a Club Day and cannot race in their class they may have their entry refunded if they withdraw and notify the race secretary before racing commences.
- 1.2 Each competitor must be a member of a KartSport New Zealand affiliated club and hold a current KartSport New Zealand licence, or shall be required to purchase a KartSport New Zealand day licence, before being allowed to enter a race meeting. Each competitor must have signed an indemnity form. Drivers under 18 years of age must have a parent, guardian or adult representative sign the indemnity form and that person must be present during all practice and racing. If more than one driver is driving a kart then each driver must sign the indemnity form. A kart with two or more drivers competing in the same class will not be eligible for club points or any result.
- 1.3 The Clubrooms are a designated non-smoking area.

#### 2 Pits

- 2.1 No driving of karts in the pits.
- 2.2 No consumption of alcohol is permitted by any person in the pits, racing confines, premises or grounds during practice, testing, track hire or racing. The Convenor may approve areas and times when alcohol may be consumed.
- 2.3 **SMOKING:** Smoking is not permitted in the designated pits or extended pit area, the dummy grid, pit schute or technical inspection areas. Smoking is permitted on the grass areas either side of the clubrooms provided these areas are not being used as an extended pit area.

#### 3 General Practice and Testing

Practice is usually held on the Saturday prior to each race meeting from 9am to 5pm. Indemnity forms must be signed and practice fee paid. Practice must be in age related classes at all times.

#### 4. **Private Track Hire**

- 4.1 The track is usually available throughout the week from 9am to 5pm. The track may be available on weekends where there is no race meeting scheduled but it is advisable to check the track calendar on the Club website. All persons using the track must be accompanied by at least one other person who must have the ability to summons assistance if required either by use of a mobile phone or by use of a vehicle at the time of the track use taking place. An indemnity form must be signed and the fee paid by every individual person. The last person to leave the track is responsible for locking the track gate and returning the key. No person under the age of 18 years is allowed to hire the track without a parent or guardian being present at all times. Members under the age of 18 years refer General Regulations 12.8.
- 4.2 Access to the track through the Container Yard is strictly prohibited. There is to be no access or entry to the container yard at all times without direction and expressed permission of the race convenor.