

CONSTITUTION
of the
COOK ISLANDS RUGBY UNION
INCORPORATED

ADOPTED (unanimously)
at the CIRU AGM
27 May 2020

THE CONSTITUTION OF THE COOK ISLANDS RUGBY UNION (INC)

1. NAME AND HEADQUARTERS

1.1 The Organisation shall be called the "**COOK ISLANDS RUGBY UNION INCORPORATED**" and shall also be known as the Cook Islands Rugby Union, hereinafter referred to as the "**Union**" or "**CIRU**".

1.2 The registered office of the CIRU is at the Cook Islands National Olympics Committee offices, Nikao, RAROTONGA, COOK ISLANDS or at such other place as notified by the CIRU to the Registrar of Cook Islands Incorporated Societies Act 1994.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions: In this Constitution, unless the context otherwise requires:

"Act" means the Incorporated Societies Act 1994 and any amendments;

"Affiliated Member" means any legally constituted body in or outside of Cook Islands which the CIRU approves to be an affiliated member of the CIRU under Clause 12 for the purpose of enhancing development and furthering the interests of Cook Islands Rugby;

"Chief Executive Officer" means the person appointed as chief executive officer or such similar position of the CIRU under Clause 19 or, if absent, any acting chief executive officer;

"CIRU" means the Cook Islands Rugby Union Incorporated;

"Constitution" means this constitution which records the rules of the CIRU and any By-Laws made hereunder;

"Executive Committee" means the governing body of the CIRU established under Clause 13 with the responsibility of framing and overseeing implementation of the Union's strategic plan and application of policy decisions;

"General Meeting" means any Annual Meeting or Special Meeting of the CIRU members;

"Independent" means a person who is not employed by or a member of the CIRU or any member of the CIRU;

"Intellectual Property Rights" means all statutory and other proprietary rights in respect of, without limitation, brands, business marks, layout designs, confidential information, copyright works, data, designs, drawings, get up, inventions, know-how (including know-how set out in manuals), logos, manuals, patents, procedures, programmes, prototypes, service marks, specifications, technical information, trademarks or trade names, trade secrets, and all other rights as defined by Article 2 of the Convention of July 1967 establishing the World Intellectual Property Organisation (including applications for such rights) as may exist anywhere in the world;

"International Match" means a Match played between National Representative Teams selected by their National Union;

"Laws of the Game" means the laws of Rugby as framed and interpreted by World Rugby (subject to domestic safety law variations of the CIRU);

"Life Member" means a person admitted as a life member of the CIRU under Clause 8;

"Match" means a contest in which two teams compete against each other in playing the Game;

"Member Union" means any Rugby Association in Cook Islands that is legally constituted and is admitted as a Member CLUB of the CIRU in accordance with Clause 10 and paid the subscription specified by the CIRU. A club must have at least 1 Senior Men's Fifteens Team and meet such conditions as may be from time to time prescribed by these rules and any by-laws made hereunder by the CIRU or the Executive Committee;

"National Representative Team" means a team selected by the Union to represent the Country;

"National Squad" means the group of players (of any number) selected by the Union from time to time from which players may be nominated to represent the Country;

"Oceania Rugby" means the regional association of World Rugby of which the Cook Islands Rugby Union is a member;

"Ordinary Resolution" means a resolution that is approved by a simple majority of the votes of the Members or Executive Committee members entitled to vote and voting on the question;

"Person" means a player, trainer, referee, touch judge, coach, selector, medical officer, physiotherapist, Executive Committee member or any other individual who is or has been at any time involved in the Game or in the Union, administration of the Game;

"Regulations" means regulations made by the CIRU as amended from time to time;

"Rugby" means the game of rugby union;

"Rules" means the rules of the CIRU as recorded in this Constitution (unless the context indicates otherwise), as may be amended from time to time;

"Special Meeting" means a meeting of the CIRU held under Clause 5.2.3;

"Special Resolution" means a resolution passed by not less than sixty-six (66) per cent of the voting members present at a Special Meeting or to amend the Constitution;

"The Game" means the game of rugby union;

"Tours Agreement" means the agreement approved by the Executive Committee which provides for the terms under which a Union visits another Union or Unions;

"Union" means the Cook Islands Rugby Union Incorporated herein referred to as the CIRU;

“World Rugby” means the international association of national Rugby unions formerly known as the International Rugby Executive Committee;

2.2 Interpretation: In this Constitution unless the context otherwise requires:

2.2.1 Defined Expressions: expressions defined in the main body of this Constitution have the defined meaning in the whole of this Constitution;

Headings: clause and other headings are for ease of reference only and will not affect the interpretation of this Constitution;

Plural and Singular: words importing the singular number will include the plural and vice versa;

Persons: references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

2.2.2 This Constitution and any By-Laws or Regulations made thereto shall in all respects be governed by and construed in accordance with Cook Islands Law, and any dispute arising thereunder shall be subject to the exclusive jurisdiction of the Cook Island Courts.

3. OBJECTS AND POWERS

3.1 Objects. The objects of the CIRU are to:

3.1.1 encourage, promote, foster and develop Rugby in Cook Islands for all ages at all levels, for all genders;

3.1.2 liaise with Member Unions and Affiliated Members in the development and promotion of Cook Islands Rugby.

3.1.3 subject to Schedule 10, arrange and encourage participation in club, national, regional, international, trial and other Rugby matches and tours both within the Cook Islands and overseas;

3.1.4 encourage consultation on all matters of mutual concern and interest particularly in relation to international meetings convened or sponsored by World Rugby and Oceania Rugby;

3.1.5 represent the CIRU at World Rugby and Oceania Rugby when invited to a World Rugby or Oceania Rugby meeting and promote full voting membership on the World Rugby Council;

3.1.6 affiliate nationally, regionally and internationally with organisations sharing the same aims and objectives.

3.1.7 subject to domestic safety law variations adopted by the CIRU, comply with the Laws of the

Game and the by-laws, regulations and resolutions of World Rugby and to require Member Unions to similarly comply;

- 3.1.8 form and manage Cook Islands representative Rugby teams;
- 3.1.9 foster inter-Member Union matches;
- 3.1.10 encourage participation in and support for Rugby by all participants in and supporters of the Game at all levels inclusive of administrators, players, coaches, referees and supporters;
- 3.1.11 encourage and facilitate coaching, refereeing and administrative knowledge and expertise in the Cook Islands.
- 3.1.12 foster, develop and promote all forms of the game of rugby union;
- 3.1.13 promote participation in all aspects of the association for all members of the community;
- 3.1.14 carry out such other functions as may be determined by the Union from time to time; and
- 3.1.15 do all such things to foster, develop and promote the interests of Rugby.

3.2. Powers: The powers of the CIRU are to:

- 3.2.1 purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property or any rights and privileges in connection therewith and to hold, improve, manage, develop, let, lease, sell, exchange or otherwise dispose of any such property rights and privileges.
- 3.2.2 make or alter rules or regulations in accordance with this Constitution;
- 3.2.3 admit new Members and withdraw, suspend or terminate membership or impose set fines and penalties for the breach of any rule or regulation of the CIRU or the bringing of the CIRU or Rugby into disrepute by any Member, club, referee, team or member of any club or team under the jurisdiction of a Member;
- 3.2.4 carry on any business in connection with the promotion, fostering, development and control of rugby in the Cook Islands.
- 3.2.5 apply for, purchase, or otherwise acquire any intellectual property rights, or any secret or other information as to any invention or property for any of the purposes of the CIRU, and to use, exercise, develop, or grant licences in respect of the above matters;
- 3.2.6 construct, build, alter, improve, enlarge, pull down, remove or replace any buildings or other improvements which may be in upon and about any of the real or leasehold property of the CIRU.
- 3.2.7 borrow or raise money in such manner as the CIRU may think fit and to secure to the repayment thereof by the issue of debentures or by mortgage or charge upon the whole or any part of the property or assets of the CIRU (whether present or future) and to purchase, redeem or pay off any such securities.
- 3.2.8 lend and advance money or to give guarantees or become surety for the payment of moneys or the performance of contracts or obligations of any Member Union.
- 3.2.9 invest and deal with the moneys of the CIRU not immediately required in such manner as may from time to time be determined and in particular to invest the same on mortgage or purchase of

real, leasehold or personal property or securities or by depositing the same with any bank at interest and such investments from time to time to vary.

3.2.10 remunerate any person for services rendered or to be rendered.

3.2.11 delegate to the Executive Committee or any person the powers of the CIRU and to allow the Executive Committee or other person to delegate any of the powers delegated to the Executive Committee or other person to other persons.

3.2.12 decide any disputes or hear any appeals on matters relating to the CIRU and/or Rugby and to delegate this power to an independent tribunal.

3.2.13 make or amend regulations of the CIRU.

3.2.14 carry out all or any of the objects of the CIRU and do all or any of the above things as principal, agent, contractor, or trustee or otherwise, and by or through trustees or agents or otherwise, and either alone or in conjunction with others; and

3.2.15 do all such other things as are incidental or conducive to the attainment of the objects and the exercise of the powers of the CIRU.

3.3 Powers of Affiliation

3.3.1 CIRU is a member of World Rugby (formerly IRB) and Oceania Rugby and shall uphold the principles of the game of Rugby Union.

3.3.2 The Union shall affiliate to the Cook Islands Sports and National Olympic Association (CISNOC) or any organisation that it deems appropriate to assist in the development and achievement of its objectives.

4. MEMBERSHIP

4.1 The members of the CIRU shall comprise of:-

4.1.1 the Patron

4.1.2 the Member Unions (Clubs)

4.1.3 the Affiliated Members

4.1.4 the Executive Committee

4.1.5 the Life Members of the CIRU

4.2 Term of Membership

4.2.1 The Term for the Patron is four years from the date of their election/appointment and is renewable, unless otherwise resolved by the Members.

4.2.2 Any member, by giving to the Chief Executive Officer of the CIRU notice in writing, may resign as a member of the CIRU. Every such resignation shall take effect as from the date of the meeting of the CIRU or the Executive Committee at which such resignation is accepted and thereupon such person shall cease to be a member of the CIRU.

4.3 Membership of the CIRU shall not confer on any member thereof any privileges, or any estate or proprietary right, interest or share in the funds and property of the CIRU nor shall any member be personally liable for any of the liabilities of the CIRU.

5.GENERAL MEETINGS, Notice, Rules & Procedure

Subject to Schedules 3 and 5:

5.1 The Annual General Meeting of the CIRU shall be held once in each calendar year on a date to be fixed by the Executive Committee and no later than 15 months after the previous Annual General Meeting for the purpose of:-

5.1.1 Approving the Minutes of the Previous Meeting, CIRU's Report, Audited Balance Sheet and Income and Expenditure Statements for the past financial year.

5.1.2 Approving the CIRU's Budget for the next financial year as proposed by the Executive Committee (including the proposed annual subscription and any recommendation as to the maximum annual amount of remuneration for the Executive Committee Members);

5.1.3 Electing:

(i) the Patron;

(ii) the President;

(iii) Up to three Vice-Presidents to the Executive Committee nominated by and members of Member Unions, at least one of whom shall, wherever possible, be a woman;

(iv) the Honorary Auditor or Auditors;

(v) the Appeals Tribunal/Judiciary members;

5.1.4 Considering Notices of Motion, provided that if the carrying of any such proposed Motion would materially affect any of the abovementioned business, then such Motion shall be dealt with prior to such business.

5.1.5 General Business including the appointment by the Member Unions of up to four members as independent participants on the Executive Committee to encourage more community involvement in corporate decision making and its implementation in the interest of the game of rugby in the Cook Islands.

5.2 Rules and Procedure

5.2.1 At least twenty-eight (28) days' clear notice of the date of the annual general meeting shall be given by the Chief Executive Officer of the CIRU by circular to all Members and shall be published in at least one of the local newspapers. No business other than that stated in such circular or notice shall be transacted unless notice thereof shall have been given in writing to the Chief Executive Officer of the CIRU at least fourteen (14) days prior to the meeting. The Chief Executive Officer shall give to the members at least seven (7) days final notice and all relevant papers including Notices of Motion and Nominations, when appropriate, of the Annual General Meeting.

5.2.2 A quorum at all General Meetings (including Special meetings) shall consist of at least fifty (50) per cent plus one of the Member Unions.

5.2.3 Subject to Schedule 4, a **Special General Meeting** may be convened by the Chief Executive Officer of the CIRU by direction of the President at any time, or upon receiving a requisition signed by not less than three (3) Member Unions, requesting that a meeting be called and the Chief Executive Officer shall convene and hold a meeting within fourteen (14) days after receiving such direction or notice setting forth the object/s of such meeting. Seven (7) days' notice must be given to the Members of the CIRU of a Special meeting, stating the business for which the meeting is called.

5.2.4 The President shall Chair General Meetings of the CIRU, and in the absence of the President from any meeting of the CIRU a Chair for the meeting must be elected from the elected members present for that meeting.

5.2.5 At all General Meetings, the Members of the CIRU (including the financial members of the Member Unions) as well as the Auditors, shall be entitled to attend and speak thereat; and all CIRU members shall be entitled to vote except for the Patron, Life Members, the Auditor, Executive Committee and the representative(s) of an Affiliated Member.

5.2.6 Voting - At all General Meetings:

(a) Subject to Paragraph 5.2.5 each Member Union of the CIRU shall be entitled to one vote.

(b) The voting at all General Meetings on all matters (except those for the election of the Executive Committee and Life Members which shall be voted by way of ballot) shall be taken by a show of hands, unless a Motion to take a ballot shall be proposed and carried. No debate shall be permissible on a Motion to take a ballot.

5.2.7 In any ballot for election every vote cast shall be for the full number to be elected and in preferential order, otherwise the vote shall be informal.

5.2.8 Every question shall be decided by a majority of votes unless otherwise provided, and in the case of any equality of votes, the President shall have a casting vote.

5.3 Delegates and Representatives

5.3.1 The delegates duly appointed in writing under the signature of the respective Presidents of the Member Unions, shall become the representatives of those Members of the CIRU and shall remain representatives of those Members until the close of the next ensuing Annual General Meeting.

5.3.2 The delegates duly appointed in writing under the signature of the President (or equivalent) of the affiliated Members shall become the representatives to the CIRU and shall remain the

representatives until their term of appointment by their controlling body to act as their representative in the CIRU is notified by their controlling body to the CIRU in writing to have ceased and a new member is named in such notice to replace the outgoing representative.

5.3.3 Whilst a Member Union may have two delegates, they are only entitled to one vote per Member as provided in this Constitution.

6. FINANCE

6.1 The financial year of the CIRU shall close on the 31st day of December in each year.

6.2 A copy of the audited Balance Sheet and Income and Expenditure Statements shall be supplied to each member not later than seven (7) clear days before the date set for the Annual General Meeting.

6.3 The audited Balance Sheet and Statement of Income and Expenditure shall be submitted to the Annual General Meeting.

6.4 All funds of the CIRU shall be paid into a Bank in Cook Islands to the credit of the CIRU, and all accounts shall be passed by the Executive Committee and, signed in such a manner as required in this Constitution.

6.5 The CEO shall ensure that proper accounting systems are in place so that the financial affairs of the CIRU could be properly monitored.

6.6 The accounts of the CIRU shall be audited annually by the Auditor elected at the Annual Meeting.

6.7 Unless otherwise delegated by the Executive Committee, all accounts payable shall be submitted to the Executive Committee for approval of payment which shall be by cheque signed or electronic transfer authorised by the duly appointed signatories of the Executive Committee being the President and another member of the Executive Committee.

6.8 No liability shall be incurred by any Officer or Member on behalf of the Union without the prior consent of the Executive Committee.

6.9 Any liability incurred by any Executive Member, or any Member of the Union shall not be incurred as a debt to the Union until approval or the Executive has approved acceptance of such debt.

6.10 The Union may advance funds in the form of grants (repayable and non-repayable) to any Member.

6.11 Repayable grants shall only be made where they meet criteria prescribed in the By-Laws.

6.12 The Union shall consider and approve non-repayable grants to Members of the Union, where such grants will be used for the development of rugby union and applications have filled the Unions criteria as prescribed in the By-Laws.

7. CONSTITUTION BINDING ON MEMBERS:

7.1 Each Member Union:

7.1.1 is bound by the CIRU Constitution, By-Laws, Rules and Regulations;

7.1.2 must ensure that its members agree to be bound by the CIRU Constitution, By-Laws, Rules and Regulations; and

7.1.3 must require in its own rules that its members ensure that their respective members agree to be bound by the CIRU Constitution, By-Laws, Rules and Regulations, to the intent that all Member Unions, Affiliated Members, clubs and all other bodies or persons connected with the playing or administration of Rugby within Cook Islands who are directly or indirectly affiliated to any Member shall agree to be bound by these Rules and Regulations.

7.2 Any rule or regulation of a Member which is in conflict with this Constitution, or with the Laws of the Game or domestic variations or the by-laws, rules, regulations or resolutions of World Rugby or Oceania Rugby, shall be deemed to be inoperative.

7.3 Membership of the Union by a club, association or organisation shall be effective as an agreement binding such club, association, organisation and its members to abide by the Union's Constitution, By-laws, Regulations and Laws of the Game and to accept and enforce all the decisions of the Executive Committee in respect of the playing and/or administration of the Game. All members are to support and assist in the development and assistance of the Game throughout the Cook Islands and any other event or programme organised by the CIRU. Any breach of this agreement or any conduct which may be prejudicial to the interests of the Union or of the Game shall render such club, association or organisation and its members liable to disciplinary action as determined by the Executive Committee.

7.4 The provisions in the World Rugby (formerly IRB) Charter, shall take precedence should, due to omissions or discrepancies, there be any doubt concerning the interpretation and implications of this Constitution.

8. LIFE MEMBERSHIP

8.1 At any General Meeting a Life Member or Life members may be elected, the election to be on account of outstanding services rendered to the CIRU. Each nominee shall be proposed and seconded by two Member Unions and such nomination shall be in the hands of the Chief Executive Officer of the CIRU at least fourteen (14) days before the General Meeting, and seven (7) days' notice thereof must be sent by the Chief Executive Officer of the CIRU to members.

8.2 The election shall be by secret ballot, at which the nominee or nominees must receive at least seventy (70) per cent majority of the votes cast by Members entitled to vote.

8.3 Upon election, the Life Member shall be entitled to complimentary admission to all matches and grounds and grandstands under the jurisdiction of the CIRU and such other privileges as are conferred by the CIRU from time to time. A Life Member shall not be liable for annual or any other subscriptions.

8.4 Conferral of Life Membership does not include any voting rights.

9. NON-COMPLIANCE BY MEMBERS

9.1 Any Member disobeying any Rule or Regulation or failing to give effect to any decision of the CIRU or the Executive Committee or in the case of a Member Union permitting any club or member of any club under its jurisdiction to do so, shall be liable to:

9.1.1 suspension for a period; and/or

9.1.2 expulsion; and/or

9.1.3 such other punishment (including the imposition of any penalty or fine), as the CIRU, the Executive Committee or the Appeals Tribunal/Judiciary imposes

10. MEMBER UNIONS

10.1 The Member Unions of the CIRU are the Member Clubs listed in Schedule 1 and such other Member Unions and Clubs that are admitted by the CIRU as a member under this Constitution and so recorded in the Register of Members maintained by the CEO.

10.1.1 Subject to the other provisions of this Constitution, no Member Union may disaffiliate or otherwise withdraw from the CIRU without the prior written consent of the CIRU.

10.1.2 No Member Union may be affiliated to any Rugby organisation other than the CIRU.

10.1.3 Each Member Union must ensure that no Rugby team under its control or jurisdiction plays any team under the control or jurisdiction of any entity which is not a Member Union including without limitation any team under the control or jurisdiction of an overseas entity, without the prior written consent of the CIRU.

10.2 Applications for Affiliation

Subject to Schedule 2:

10.2.1 On receipt of any application by a body that meets the definition of Member Union for affiliation under Clause 2.1, the CIRU may admit, as a Member Union any Union willing to conform to the provisions of these Rules and any Regulations or By-laws made thereunder from time to time and such other conditions as may be imposed by the CIRU or the Executive Committee from time to time.

10.2.2 All applications for affiliation shall be determined by the Executive Committee and approved at a General Meeting of Members.

10.2.3 Any applicant who is dissatisfied with the determination of the Executive Committee may appeal to the CIRU Appeals Tribunal/Judiciary.

10.3 Rules for Member Unions

10.3.1 The Rules of all Member Unions shall provide that every Club or team, as the case may be shall be deemed to have subscribed to and be bound by such rules of the CIRU as shall be applicable and by the Laws of Professionalism from time to time adopted by the CIRU.

10.3.2 A copy of the Rules adopted by such Member Union and of any subsequent changes therein shall be submitted to the CEO for approval by the CIRU.

10.3.3 The CIRU or the Executive Committee thereof may delegate to Member Unions such powers and authorities as may be deemed necessary and advisable and from time to time may extend, limit, amend, alter or revoke such delegated powers and authorities.

10.3.4 The annual subscription payable by Member Unions shall be fixed from time to time by the Executive Committee of the CIRU and shall be subject to ratification by the members at the Annual General Meeting.

10.3.5 The subscription is payable to the CIRU and if unpaid twenty one (21) days following the Annual General Meeting, the Executive Committee shall have power to suspend or cancel the affiliation of such defaulting Union.

10.3.6 Membership shall continue until the conclusion of the Annual General Meeting after the subscription is paid.

11. ANNUAL RETURN BY MEMBER UNIONS

11.1 In each year but not later than 31st January, each Member Union must forward to the CIRU the following information:

11.1.1 a copy of its annual report and statement of accounts, including balance sheet and income and expenditure account, duly audited, relating to the preceding year;

11.1.2 a record of the number of teams and names of players playing under its jurisdiction; and

11.1.3 such other information on the Member Unions affairs as may from time to time be required by the Executive Committee.

12. AFFILIATE MEMBER

12.1 The CIRU may in its absolute discretion admit as an affiliated member to the CIRU any body in or outside of Cook Islands that is legally constituted which provides assistance to the CIRU that enhances development and furthers the interest of Cook Islands Rugby; provided that such body is willing to conform to the provisions of these Rules and Regulations or By-laws made thereunder from time to time and such other terms and conditions as may be specified by the CIRU or the Executive Committee from time to time.

12.2 Before admitting any body as an Affiliate member the CIRU shall require such applicant to provide details of their governance and membership structure and a copy of their constitution and such other details as the CIRU requests.

12.3 Affiliate Members have no voting rights.

13. CIRU EXECUTIVE COMMITTEE

13.1 Membership of the Executive Committee

13.1.1 There shall be established an Executive Committee to govern the affairs of the CIRU which shall consist of:-

(i) The President

(ii) The three Vice-Presidents elected under clause 5.1.3 (iii)

(iii) Up to three independent members appointed to the Executive Committee

13.1.2 The CEO shall be entitled to attend all meetings of the Executive Committee and speak thereat but shall have no vote.

13.2 Chair of the Executive Committee

13.2.1 The Chair shall be the President.

13.2.2 The Chair shall have a casting vote only.

13.2.3 In the absence of the Chair the Executive Committee members shall elect an Acting Chair from the elected Executive Committee members. The Acting Chair shall be the Chair of the Executive Committee and represent the Executive Committee in the absence of the Chair.

13.2.4 The Acting Chair shall have a casting vote only if in the Chair.

13.3 Deleted: The Vetting, Appointments and Remuneration Committees

13.4 Term of office

13.4.1 The President shall hold office for a period of four years.

13.4.2 Rotation of Executive Committee Members (not including the President): Each Committee Member will retire at the end of the term of that-Committee Member's election or appointment as follows:

(a) At and from the 2021 Annual General Meeting, rotation will occur as follows:

(i) in 2021 one Elected (Member Union) Executive Committee Member, and two Appointed Executive Committee Members, will retire;

(ii) in 2023, the remaining two Elected Union Executive Committee Members, and the other two Appointed Executive Committee Members, will retire; and

(b) At and from the 2021 Annual General Meeting, the rotation will follow a four-year cycle as commenced in clause (a) above

13.4.3. An Executive Committee member shall be allowed to serve up to a maximum of 8 consecutive years in the same position (that is, as an elected member or as an appointed member)

13.4.4 Subject to 13.4.3 any person who is retired under the Rotation shall be entitled to stand for re-election or re-appointment

13.4.5 The persons who will be retired pursuant to clause 13.4.2 (a) (i) above and subsequently shall be by agreement and failing agreement, by lottery.

13.4.6 The elected members of the Executive Committee shall hold office from the time of their election in the Annual General Meeting and shall remain members of the Executive Committee until the close of the next ensuing Annual General Meeting at which they are subject to election under the Rotation.

13.4.7 The appointed members of the Executive Committee shall hold office from the time of their appointment and shall remain members of the Executive Committee until the close of the next ensuing Annual General Meeting at which they are subject to re-appointment under the Rotation.

14. POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE.

14.1 The affairs of the CIRU shall be governed by the Executive Committee and the Executive Committee may exercise all such powers of the CIRU as are not, by the Incorporated Societies Act 1994 (hereinafter called "the Act") or by this Constitution required to be exercised by the CIRU in the General Meeting, subject nevertheless to any regulation made under this Constitution, to the provisions of the Act and to such regulations not being inconsistent with the aforesaid regulations or provisions, as may be prescribed by the CIRU in General Meeting, but no regulations made by the CIRU in General Meeting shall invalidate any prior act of the Executive Committee which would have been valid if that regulation had not been made.

14.2 The Executive Committee shall from time to time as required, appoint delegates to represent the CIRU on any other body.

14.3 Without prejudice to the general powers conferred by Clause 14.1, the Executive Committee shall have the following powers:-

(a) To control and manage the funds and property of the CIRU (including such funds and property as may be under the control of Trustees of the CIRU) and to raise or borrow moneys and incur such liabilities for the purposes of the CIRU as may be necessary and to secure the repayment of the same by mortgage or charge upon the whole or any part of the property or assets of the CIRU.

(b) To appoint from its own members or otherwise, such committees or sub-committees as it may appoint from time to time, including those listed in Schedule 1 but without limitation, to assist it in

carrying out its duties. Such committees or sub-committees may be appointed to co-ordinate all or part of the CIRU's affairs in Cook Islands or in some other country. The Executive Committee shall appoint the Chair of such sub-Committees.

(c) Subject to Schedule 10, to appoint a Selector or Selectors for the purpose of selecting Representative Teams and to appoint coaches, managers, liaison officers and such other support officials as may be needed necessary for the year or as and when required.

(d) Subject to Schedule 10, to appoint a coaching panel for the purpose of conducting national coaching workshops for team coaches.

(e) To provide for the setting up of an association of referees whose members shall referee games played under the control of the CIRU.

(f) Subject to Schedule 10, to organise control and regulate all matches between Member Unions, national and international tours as it may deem desirable, for which purpose it shall have power to make, alter, amend and revoke By-laws and regulations relating to all rugby football games.

(g) To regulate and control the conduct of all officials, players and members of Member Unions.

(h) To inflict such penalty whether by way of suspension or ban for any period or monetary fine as it deems fit upon any Member Union found guilty of breaking any of the Rules, Regulations and By-laws of the CIRU or the conditions governing any of its competitions or refusing to give effect to any resolution of the CIRU or of the Executive Committee.

(i) To inflict such penalty whether by way of suspension or ban for any period or monetary fine as it deems fit upon any official, player or member of any club found guilty of any conduct that brings the CIRU or the game of rugby into disrepute or breaking any of the Rules, Regulations and By-laws of the CIRU whether such conduct or acts were carried out in Cook Islands or elsewhere in a competition where the CIRU is involved.

(j) To penalise by way of suspension or ban for any period or any monetary fine determined by the Executive Committee any officials or members of the CIRU or of any Member Union or player or member of any club or any spectator who may be found guilty by the Executive Committee of betting upon any match played under the auspices of the CIRU, or a breach of the Laws of Professionalism or any improper, unfair or unsportsmanlike conduct.

(k) To disqualify during its pleasure any ground on which any disturbance takes place in connection with any match.

(l) To determine all questions or disputes as to the construction and meaning of these Rules or any By-laws or Regulation made by the CIRU or the Executive Committee or of any expression therein or as to anything done or omitted to be done by any Member Union or member thereof in relation to the game of Rugby.

(m) To appoint one or more of its members or any nominee company to act in legal proceedings in the name of and on behalf of the Union on such terms (whether as to costs or otherwise) as the Executive Committee may determine.

(n) To admit Unions which may apply for affiliation at any time or times between general meetings, but such admission shall be provisional only until confirmed at an ensuing general meeting.

(o) To make, alter or revoke standing orders for the conduct of meetings.

(p) To make decisions on any matters concerning Rugby which are not, or which in the opinion of the Executive Committee are not provided for by these Clauses or any regulation or Bye-law of the CIRU, and it shall report the matter, with its decision to a General Meeting of the CIRU for confirmation.

(q) To make, alter or revoke regulations and By-laws affecting any matters concerning or in relation to the administration and control of the game of Rugby within its own boundaries.

(r) To hold enquiries on all matters, questions and disputes whatsoever reported by a member to the Executive Committee or on any matter which the Executive Committee of its own motion resolves to rule unless otherwise provided in this Constitution. The decision of the Executive Committee, or where allowed the Appeals Tribunal/Judiciary, in any such matter shall be final and conclusive, and shall not be appealed from to any higher body to which the Union may be affiliated, nor questioned in any Court of Law or otherwise, save and except only by appeal to a General Meeting of the Union.

14.4 At any time when the By-laws have been added to, amended, altered, repealed, or rescinded, the CEO shall notify all members of the CIRU and shall forward a copy of the By-laws as amended.

15. MEETINGS OF THE EXECUTIVE COMMITTEE

15.1.1 The Executive Committee shall meet at least once a month at such times and places as the Executive Committee decides; or,

15.1.2 A Special Meeting of the Executive Committee may be convened by the Chief Executive Officer by direction of the Chair at any time, or by a requisition signed by not less than three Executive Committee members.

15.2 Five (5) days' notice to all members must be given by the Chief Executive Officer (CEO) of each meeting of the Executive Committee, stating the business for which the meeting is called. In an emergency, reasonable notice in the circumstances shall be given.

15.3 A quorum at all Meetings of the Executive Committee shall consist of half of the members.

15.4 In the absence of the President from any meeting of the Executive Committee the Acting Chair - elected from the elected members present for that meeting - will exercise the powers of the Chair.

15.5 Voting - At all Meetings of the Executive Committee:

(a) Each Executive Committee Member – excepting the Chair and the CEO - shall be entitled to one deliberative vote.

(b) The voting at all Meetings on all matters shall be taken by a show of hands, unless a Motion to take a ballot shall be proposed and carried. No debate shall be permissible on a Motion to take a ballot.

(c) Every question shall be decided by a majority of votes unless otherwise provided, and in the case of any equality of votes, the Chair (or Acting Chair) shall have a casting vote.

16. FUNCTIONS OF THE EXECUTIVE COMMITTEE:

16.1 The Executive Committee shall, subject to any direction of the Members in General Meeting and pursuant to this Constitution:

16.1.1 govern, direct, supervise, and monitor the CIRU; and

16.1.2 be responsible for the establishment of policy and strategic planning for the CIRU.

16.2. The Executive Committee shall ensure that:

16.2.1 the Resolutions, Instructions, Directives, and Policies of the CIRU are implemented in a timely and professional manner;

16.2.2 tasks allocated to any sub-committee of the CIRU are being implemented and carried out in accordance with the instructions and directives of the CIRU;

16.2.3 any service or work to be provided to the CIRU by any person or body is so provided in accordance with the directions, requirements and standard specified by the CIRU;

16.2.4 it liaises and coordinates with the Chief Executive Officer and/or sub-committee of the CIRU the carrying out of any function, task report or work required by the CIRU;

16.2.5 it regularly advises the CIRU of the CIRU's income, expenditure and financial position;

16.2.6 it advises the CIRU on the progress of any task or duty directed by the CIRU to be undertaken;

16.2.7 it advises the CIRU on any matter that will affect the CIRU;

16.2.8 it monitors and reports to the CIRU on the status of budget expenditures contained in the annual budget of the CIRU presented at its most recent Annual General Meeting;

16.2.9 it liaises with the Chief Executive Officer in implementing the decisions of the CIRU; and

16.2.10 it facilitates the promotion and implementation of any of the objects of the CIRU.

17. ACCOUNTABILITY OF THE EXECUTIVE COMMITTEE

17.1 In carrying out its functions the Executive Committee shall report to and be accountable to the CIRU Members.

18. CASUAL VACANCY, REMOVAL OF EXECUTIVE COMMITTEE MEMBERS AND DISCLOSURE OF INTEREST

18.1 Casual Vacancy:

18.1.1 In the event of a vacancy occurring in the office of the Executive Committee or a Committee member's position becomes vacant for any reason (including loss of office under Clause 18.2.3) then, before the end of that Executive Committee member's term of office, that vacancy shall be filled by an appointment made by the CIRU Executive Committee.

18.1.2. If the vacancy occurs within three months of the end of that Executive Committee member's term of office, the Executive Committee, may decide that the vacancy need not be filled; and

18.1.3 Any person appointed under Clause 18.1.1 holds office for the period commencing on the date of appointment and ending at the expiration of the term of office of the person whose office became vacant.

18.2 Removal of Executive Committee Member:

18.2.1 Subject to an express Rule to the contrary, no Executive Committee member shall be removed from office or suspended from office except by not less than three quarters majority of votes recorded at a General Meeting. The Chief Executive Officer must give not less than fourteen (14) Days' notice, including the reasons therefore, to the member concerned of the meeting at which a motion for removal from office is to be considered.

- (a) If an Executive Committee Member is removed from office under this Rule, a new Member for the Executive Committee may be appointed by the remaining 6 Committee members – excluding any vote by the Chair unless a casting vote is required – or the Executive Committee may decide to deal with the vacancy as stated under Clause 18.1.2.

18.2.2 The CIRU may suspend for a period any Executive Committee member who in the opinion of the CIRU has failed to comply with the duties of an Executive Committee member or whose conduct has been prejudicial to the interests of the CIRU or Rugby.

18.2.3 Any Executive Committee member absent without leave from three consecutive meetings of the CIRU, or the Executive Committee whichever of these holds the meetings from which the Executive Committee member is so absent shall be deemed to have forfeited their position as an Executive Committee member and Clause 18.1 shall apply.

18.2.4 An Executive Committee member is automatically removed from office if the Executive Committee member;

(a) is a bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order of the Supreme Court of Cook Islands.

(b) is a person who has been convicted of any offence and has been sentenced to a term of imprisonment of 1 year or more unless that person has obtained a pardon or has served the sentence or otherwise suffered the sentence imposed upon that person;

(c) is a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under Companies Act 1955 or any Act passed in substitution thereof; or,

(d) becomes mentally incapable as defined in section 493 of the Cook Islands Act 1915 or other relevant law.

18.3 Duty of members to disclose interest

18.3.1 Any member of the Executive Committee or CIRU who is directly or indirectly interested in any arrangement or agreement made or entered into, or proposed to be made or enter into, by the Executive Committee or CIRU shall, as soon as possible after the relevant facts have come to their knowledge, disclose the nature of their interest at the meeting of either the CIRU, or Executive Committee whichever one of these holds the meeting where the relevant arrangement or agreement is being discussed.

18.3.2 A disclosure under Clause 18.3.1 shall be recorded in the minutes of either the CIRU, or Executive Committee whichever one of these holds the meeting relevant to this Rule, and the Executive Committee member or CIRU member :-

(a) shall not take part after the disclosure in any deliberation or decision of the CIRU, or Executive Committee with respect to the arrangement or agreement; and

(b) shall be disregarded for the purposes of voting and constituting a quorum of either the CIRU, or Executive Committee whichever is holding the meeting relevant to this Rule.

18.3.3. A failure to make such disclosure shall invalidate the Executive Committee's decision.

19. CHIEF EXECUTIVE OFFICER

19.1 The Executive Committee may from time to time appoint a Chief Executive Officer of the CIRU for such period and on such terms as it thinks fit. The Executive Committee may from time to time, confer upon the Chief Executive Officer any of the Executive Committee's powers, upon such terms and conditions as the Executive Committee sees fit and may revoke or vary any or all of such powers.

19.2 The Chief Executive Officer shall be accountable to the CIRU through the Executive Committee for the proper and efficient management of the affairs of the CIRU and supervision of employees of the CIRU.

19.3 The Chief Executive Officer shall have the power to hire, suspend, discipline and dismiss employees of the CIRU, subject to any provision to the contrary herein.

19.4 The Chief Executive officer shall ensure that proper records of the CIRU's property, records of Management of the Affairs of the CIRU and accounting records of the CIRU are properly kept.

19.5 The Chief Executive Officer shall serve as the Public Officer of the CIRU and shall, as soon as practicable after being appointed as Chief Executive Officer, lodge with the relevant government authority notice of his or her appointment.

19.6 It is the duty of the Chief Executive Officer to keep minutes of all appointments of office-bearers and members of the Executive Committee; the names of members of the Executive Committee present at Executive Committee meetings; and all proceedings at Executive Committee and General meetings.

20. REGULATION OF RUGBY

20.1 The representative uniform of the CIRU shall be Green , White & Gold Jerseys, Green or White Shorts and Green or Gold stockings.

20.2 The Chief Executive Officer will:

(a) keep a register of the approved colours of a Member Union;

(b) approve the colours to be worn by the representative team of a Member Union. The Chief Executive Officer cannot approve colours for the representative team of a Member Union which are in the same combination as the current colours registered on the register for any other Member Union.

(c) give a Member Union alternative colours for a particular match if the approved and registered colours for that Member Union for that match are in the reasonable opinion of the Chief Executive Officer confusingly similar to the colours of the other team playing in that match.

(d) ensure that no club or player shall knowingly play in any match with any suspended or expelled club or player and, in the case of a player, whether suspended or expelled from playing Rugby or suspended or expelled in relation to another sporting code.

20.3 Non-Competitive Matches:

No Member may arrange or give approval for a non-competitive match to be played if any player resident outside its territory is to be invited to play in the match, unless the written consent of the Executive Committee has been obtained. For the purposes of this clause 20.3, a "non-competitive" match is a match that is neither an ordinary club competition match, an inter-Affiliated Union representative fixture nor a CIRU fixture

21. ADJUDICATION BY THE CIRU TO BE FINAL

21.1 All Members must recognise and acknowledge the CIRU as having the final right to determine all disputes in relation to Rugby whether by way of appeal or otherwise.

21.2 In the event of an allegation of on or off field misconduct by a club, team, player or official, the following will apply:

21.2.1 The Member Union under whose jurisdiction the club, team, player or official falls must hold an enquiry into the alleged misconduct whether the alleged misconduct occurred within its boundaries or otherwise. Such enquiry is to be held as soon as reasonably practicable after the alleged misconduct has been brought to the Member Union's notice. The relevant club, team or individual have the right to be heard at the enquiry;

21.2.2 If a Member Union has passed a resolution sanctioning, (including suspending or disqualifying) any club, team, player or official for any reason whatsoever, the resolution must be reported to the Chief Executive Officer who must inform all other Member Unions. Sanctions, including sanctions imposed by the CIRU, operate in all Member Unions from the date of receipt of advice thereof, whether or not the terms of the disqualification are in accord with the rules of any Member Union;

21.2.3 Any club, team, player or official sanctioned by a Member Union has the right to appeal to the CIRU within 7 Business Days of the passing of the resolution of sanction. Such appeal, accompanied by the deposit determined by the CIRU, must be sent through the Member Union to the Chief Executive Officer of the CIRU to be determined by the Appeals Tribunal/Judiciary of the CIRU.

21.2.4 Pending decision of any appeal, a sanction, is operative;

21.2.5 In the case of alleged misconduct by any team, player or official while under the direct control of the CIRU, the CIRU or its nominated committee or sub-committee must hold an enquiry and accord such punishment, if any, as it considers suitable. At its sole discretion the CIRU may hold such an enquiry even if the team, player or official had not been under the direct control of the CIRU. The decision of the CIRU or its nominated committee or subcommittee at any such enquiry is binding on all Member Unions unless varied by the Appeals Tribunal/Judiciary;

21.2.6 If the CIRU believes that any Member Union has failed to make proper enquiry into any case of alleged misconduct or any matter likely to bring discredit upon Rugby or the CIRU, it must require that Member Union to hold an enquiry or to complete any enquiry already commenced and, failing compliance with the request, the CIRU may take such action as it considers fit; and

21.2.7 The Chief Executive Office must give not less than five (5) Business Days' notice to any Member Union, team or individual of the date and place of the meeting at which any enquiry is to be held by the CIRU and of the matters to be considered thereat. At any such enquiry, the Member Union, team or individual concerned has the right to be heard.

21.3 Any CIRU body that holds an adjudication shall ensure that the rules of natural justice are complied with in the proceedings and failure by anybody holding an enquiry to comply with the rules of natural justice shall entitle any person charged or accused at such enquiry to a right of appeal.

21.4 All acts, duties or powers exercisable by the CIRU under this rule shall be so exercised if exercised by the Executive Committee, Appeals Tribunal/Judiciary or such nominated committee or standing committee established by the CIRU for purposes of this Rule and any decision made by the Executive Committee, Appeals Tribunal/Judiciary, Nominated Committee or Standing Committee under this Rule shall take effect as a decision under Clauses 3.2.3 or 14.3 (r) unless the CIRU decides otherwise at an Annual Meeting.

21.5 Unless otherwise provided, all decisions may be reviewed by the Members in General Meeting and determination at such meeting shall be final (subject to any rule of law to the contrary).

21.6 Any Appeal must be lodged within 7 Business days of the decision in relation to which the Appeal is lodged and must be heard within 7 Business days of the lodgement of the Appeal.

22. COMMON SEAL

The Common Seal of the CIRU shall be kept in the control of Chief Executive Officer and shall be affixed to any document or writing only by resolution of the Executive Committee in the presence and under the signatures of two members of such Executive Committee (as determined by the Executive Committee) and the Chief Executive Officer.

23. NOTICES

23.1 Manner of Notice: A notice under this Constitution must be in writing and may be delivered personally, by post, by facsimile or by email.

23.2 Receipt of Notice: A notice will be deemed to have been received:

- (a) If personally delivered, when received;
- (b) If sent by post, three days after it was sent;
- (c) If sent by facsimile, on receipt by the sender of a transmission report indicating that the facsimile was sent in its entirety to the recipient's facsimile number; and
- (d) If sent by email, on the day it is sent, provided that no error message was received by the information system used by the sender, provided that, if a notice is received after 5.00 pm, it will be deemed to have been received on the next day.

24. AMENDMENT OF CONSTITUTION

24.1 The Constitution of the CIRU shall not be amended, altered, added to, or rescinded, except on a vote of a majority of not less than sixty-six (66) per cent of the voting members of the CIRU present at any General Meeting duly convened for the purpose of considering such amendment.

24.2 Notice of any proposed alteration, addition or rescission must be given in writing to the Chief Executive Officer of the CIRU at least fourteen (14) days before the meeting at which it is intended to propose such alteration, addition or rescission.

24.3 At least seven (7) days' notice of such meeting shall be given by circular by the Chief Executive Officer of the CIRU to all members of the CIRU.

24.4 No business other than the proposed alteration, addition or rescission shall be transacted at a Special General Meeting proposed for that purpose.

24.5 The CEO or designate shall give notice of any amendment to the Constitution to the Registrar of Incorporated Societies.

25. WINDING UP

25.1 The CIRU may be wound-up in the manner provided by the Act, or any Act passed in substitution therefor.

25.1.1 Alternatively and if permitted by Law, the Union may at any time be wound-up by a resolution of a majority of the members passed at an Annual General Meeting or a Special General Meeting of the Union called for that purpose. Notice of the passing of such a resolution to wind-up the Union shall be given by the CEO to the Registrar of Incorporated Societies.

25.2 Upon the CIRU being wound up, the surplus assets available after the payment of all liabilities shall be paid or transferred to either the Cook Islands Rugby Football Union Trust.

25.3 If at the time of the winding up of the CIRU, both the Trust shall not be in existence, then the said surplus assets shall be applied to such object or objects as may be decided by a majority of votes of the members present at a special general meeting of the CIRU.

26. INDEMNITY

The Union shall indemnify and keep indemnified all Executive Committee members and officials of CIRU against any liability, claims, actions or proceedings howsoever arising from the exercise of their powers or duties under this Constitution and supporting documents.

27. STATUS OF THIS CONSTITUTION

This constitution supersedes and repeals all prior registered constitutions of the Cook Islands Rugby Union. All previous Constitutions of Cook Islands Rugby Union Incorporated are hereby repealed and replaced by this Constitution of which was adopted at an Annual/Special General Meeting held at Rarotonga on the Certified True Copy

PRESIDENT

SCHEDULES

1. **Members**
2. **Membership**
3. **AGM**
4. **SGM**
5. **Nomination, Election and Appointment**
6. **Vetting, Appointments and Remuneration (Deleted)**
7. **Functions of Executive Committee**
8. **Appeals Tribunal/Judiciary**
9. **The Game**
10. **National Teams**

SCHEDULE 1

Member Unions (Clubs)

Avatiu

Takuvaine

Ngatangia

Titikaveka

Tupapa

Arorangi.

Affiliated Members

Cook Islands Schools Rugby Union

Cook Islands Women's Rugby Union

Cook Islands Rugby Referee's Association

Cook Islands Golden Oldies Association

Cook Islands Rugby New Zealand

Cook Islands Rugby Australia

Outer Islands organisations representative of the sport of rugby union on their respective islands, namely: Penrhyn, Manihiki, Rakahanga, Pukapuka-Nassau, Aitutaki, Atiu, Mitiaro, Mauke and Mangaia,

Sub-Committees

National Teams

Rarotonga Rugby

Elite Development

SCHEDULE 2 – MEMBERSHIP

1. Membership of the Union is open to rugby-related clubs, associations and organisations based in the Cook Islands, and also includes organisations representing Cook Islands rugby interests in other nations. Only one national organisation in New Zealand and in Australia will be permitted to join the CIRU. Only one association from each of the Outer Islands of the Cook Islands – that is recognised by its own Islands Sports Association (under CISNOC) – will be permitted to join the CIRU.
2. A club, association, organisation must apply to the Union for membership. Upon payment of a joining membership fee and a subscription fee, the club, association or organisation will only be accepted into the Union at an Annual General Meeting or Special General Meeting after members agree to do so with a simple majority. The joining and subscription fee will be determined at a General Meeting.
3. A member may be suspended (but not expelled) from membership of the Union for any reason that the Executive Committee determines is appropriate in accordance with this Constitution.
4. The CIRU must maintain a register of all its current including the date of attaining the registry, and the name and details of each member.
5. Each member must pay its annual subscription fee as determined at the AGM and must submit to the CIRU each year an Annual Report, a Financial Report (and bank statements) and a list of office bearers from its most recent Annual General Meeting.

SCHEDULE 3 - PROCEEDINGS AT GENERAL MEETINGS

1. **Notice Irregularity:** Any irregularity in the notice of a General Meeting is waived if all Members attend the General Meeting without protest as to the irregularity, or if all Members agree to waive the irregularity.

2. **Meeting Irregularity:** Any irregularity in the conduct or procedure of a General Meeting is waived if the number of Members constituting a quorum are present and those Members agree to the waiver or attend the meeting without raising an objection concerning the irregularity.

3. **Appointment of Proxy:** If a Member's delegate is unable to attend a General Meeting, the delegate may appoint a proxy. The Chief Executive Officer must receive written notice of the proxy from the delegate not less than 24 hours before the General Meeting, provided that in the event of unforeseen circumstances, the Chief Executive Officer has discretion to accept a notice of proxy at any time prior to the commencement of the General Meeting.

4. **Form of Proxy to be Included with Notice of Meeting:** The CIRU must send a proxy form complying with clause 5 hereunder to every Member Union with the notice of the General Meeting. In every such notice there shall appear with reasonable prominence a statement that:
 - (a) The delegates of a Member Union are entitled to appoint a proxy to attend and vote; and
 - (b) The proxy need not be a delegate of a Member.

5. **Form of Proxy:** A proxy is appointed by completing a form substantially in the following terms, or in such other terms as the Executive Committee may approve:

I [name] of [address], being a delegate of [insert name of Member Union], a Member Union of COOK ISLANDS RUGBY UNION INCORPORATED, hereby appoint [name of proxy] or failing him or her [name of alternative proxy] as my proxy to vote for me and on my behalf at the General Meeting to be held on [date], and at any adjournment of such General Meeting.

SIGNED

Date:

This form is to be used in favour of/against the resolution (strike out the inappropriate words): [insert resolutions]

6. **Progress of a General Meeting:** A General Meeting of the Union will typically progress as follows
 - (a) Calling of the meeting to 'Order' and Prayer

 - (b) Registering Apologies

- (c) Adoption of the Minutes of the Previous Meeting
- (d) Matters Arising out of those Minutes
- (e) Subjects on the Agenda
- (f) Closing and Prayer

7. Recording of Commentary at a General Meeting: Notes which should be recorded -

- (a) Date and place of meeting
- (b) Names of Chair, Minute Secretary, Members and all others present
- (c) Dates and figures where relevant
- (d) Any actions to be taken
- (e) All Motions/Proposals (including proposed amendments), including the names of Movers and Seconders
- (f) Resolutions Passed

Verbatim recording is not necessary. The object is to record decisions, special directions and important points via minutes.

8. Powers to Adjourn or Dissolve Meetings: The Chair of a General Meeting:

- (a) Can adjourn the meeting from time to time and from place to place if he or she thinks fit;
- (b) Can either adjourn or dissolve the meeting if the meeting becomes so unruly, disorderly or inordinately protracted that, in the opinion of the Chair the business of the meeting cannot be conducted in a proper and orderly manner, notwithstanding any provision to the contrary contained in this Constitution and without the consent of the meeting; and
- (c) Will adjourn the meeting if so directed by the meeting, provided that no business will be transacted at any adjourned meeting other than the business left unfinished at the General Meeting from which the adjournment took place. Notice of the adjournment and of the business to be transacted at the adjourned meeting is not required unless the General Meeting is adjourned for six weeks or more.

9. Unfinished Business: If any General Meeting is to be dissolved by the Chair of that meeting, the Chair may direct that any item of business which has not been completed at the General Meeting and which requires a vote, be put to the vote without further discussion.

10. Scrutineers: For each General Meeting, not less than two Scrutineers must be appointed by the Executive Committee to keep a record of, and count, votes cast at the General Meeting.

11. Voting: Except where otherwise expressly provided in this Constitution, voting at General Meetings may be by secret ballot or by show of hands.

12. **Voting by secret ballot:** A secret ballot may be demanded at a General Meeting by a Member Union present at the meeting and may be demanded before a show of hands. The secret ballot will be taken in the manner required under this Constitution.

13. **Result of secret ballot:** Votes cast on a secret ballot will be counted by the Scrutineers who will inform the Chair of the number of votes cast in favour of, and against, the resolution. The Chair will convey the results of the vote to the General Meeting.

14. **Validity of Votes:** In the case of any dispute as to the admission or rejection of a vote at a General Meeting, the Chair of the General Meeting will determine the admissibility or rejection of the vote and the Chair's determination will be conclusive.

15. **Quorum**
 - (a) At the Annual General Meeting or any Special General Meeting of the Union and in accordance with this constitution, a quorum shall be 50 percent plus one (1) of the total number of members.
 - (b) If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to the same time of the same day in the next week and at the adjourned meeting such of the members representatives as are present shall constitute a quorum.
 - (c) Notice of the adjourned meeting including the new time and place shall be given to all Members of the CIRU by the CEO within 24 hours of the adjournment.

SCHEDULE 4 – SPECIAL GENERAL MEETING

1. If so directed by the Executive Committee, the CEO (or designate) of the Union shall convene a Special General Meeting of the Union for any purpose including considering proposed alterations to the Constitution, By-laws and Regulations relating to the Game as per directions from World Rugby or Oceania Rugby.
2. **Notice:** The purpose for which the Special General Meeting is being convened shall be notified by the CEO (or designate) to every member at least 10 days prior to the date fixed for the meeting unless the Executive Committee in the case of extreme urgency agree to a shorter notice period.

SCHEDULE 5 – NOMINATION, ELECTION and APPOINTMENT

1. Nomination of Patron, Elected Executive Committee Members and Appointed Executive Committee Members: Nominations of candidates for election or appointment as Patron and Executive Committee Members must be:

(a) received by the Chief Executive Officer not less than fourteen (14) days before the date of the General Meeting at which the election of the Elected Executive Committee Member(s) is to be held;

(b) accompanied by the written consent signed by the nominee; and

(c) accompanied by a notice seconding the nomination in accordance with clause 2, or 3 (as applicable).

2. Nominations for Appointed Executive Committee Members: Nominations of persons for appointment as Executive Committee Members may only be made by a Member Union. Each nomination must be seconded by another Member Union. The nomination must confirm that the nominee is, or will immediately be on appointment, and will continue to be (if appointed), Independent.

3. Nominations for Elected Executive Committee Member:

(a) Nominations of persons for election as Elected Executive Committee Members may only be made by a Member Union. Each nomination must be seconded by another Member Union. Only members of a Member Union may be nominated for Election.

(b) Any person wishing to contest an election for positions on the Executive Committee must fulfil the following requirements:

(i) be based and reside in the Cook Islands;

(ii) be actively involved in Cook Islands Rugby with experience serving or supporting sports development in the Cook Islands at National or club level;

(iii) must not have been convicted of and have recorded a criminal offence

4. Application as Appointed Executive Committee Member: A person who wishes to be appointed as an Appointed Executive Committee Member must:

(a) set out the relevant experience and qualifications of the applicant; and

(b) confirm that he or she is, or will immediately be on appointment, and will continue to be if appointed, Independent;

(c) confirm that he or she will be able to, and will continue to, act and think independently of any particular stakeholder or stakeholders in Cook Islands Rugby, and in the best interests of rugby across all of Cook Islands; and

(d) confirm that if appointed he or she will immediately notify the Executive Committee if he or she ceases to be Independent for any reason.

5. Deleted section: Referral to the Vetting, Appointments and Remuneration Committee

6. Deleted section: Role of the Vetting, Appointments and Remuneration Committee

7. Deleted section: Notification to Applicants

8. Deleted section: Decisions Final

9. Circulation of Nominations: Not less than seven (7) days prior to the date of the General Meeting at which the election of the Elected Executive Committee Members will take place, the Chief Executive Officer will give written notice to all Members specifying the Nominated Candidates for each vacancy as an Elected Executive Committee Member, and the name of the persons nominated to fill any vacancy as an Appointed Executive Committee Member. At the same time, the CEO will provide to all Members the following in relation to each Candidate for an elected or appointed position:

(a) biographical information and work history using a template form populated by each Candidate;

(b) a curriculum vitae prepared by each Candidate;

10. Re-election/re-appointment of Retiring Members: Subject to the terms of this Constitution, retiring Executive Committee Members may stand for re-election and re-appointment.

11. Election of Elected Executive Committee Members: At the General Meeting, the Member Unions will elect persons as Elected Executive Committee Members for each Elected Executive Committee Member position that is vacant from the Nominated Candidates. If the number of Candidates for a position is equal to the number of vacancies no election will be required, and the Candidate/s will be deemed to have been elected.

12. Wherever possible at least one of the three (3) Member Union elected Executive Committee members will be a woman.

13. Nominated Candidates for elected positions on the Executive Committee may:

(a) during the period between the nomination of the candidate and the Annual General Meeting, canvass members of the CIRU in whichever manner they see fit;

(b) address the Annual General Meeting for a period of not more than five (5) minutes each, provided however that they shall not be entitled to produce any additional written or visual information.

14. Appointment of Appointed Executive Committee Members: If a vacancy should arise not less than two weeks after the date of the General Meeting at which the election of Elected Executive Committee Members was held, or, in the case of a casual vacancy created by an Appointed Executive Committee Member, the Executive Committee will replace any vacancy on the Executive Committee. The person appointed as the Appointed Executive Committee Member will be the

person who after considering the matters set out at clauses 5 and 6 of Schedule 6 the Executive Committee considers to be the most suitable candidate.

15. Nomination for Two Categories:

15.1 A person may be both a nominee for an Elected Executive Committee Member position and a nominee for an Appointed Executive Committee Member position at the same time.

15.2 A person cannot be both an Elected Executive Committee Member and an Appointed Executive Committee Member at the same time. If a person is elected they cannot also seek Appointment.

16. Term: Subject to the terms of this Constitution, Executive Committee Members are elected and/or appointed:

(a) for a term commencing on the date of his or her election or appointment and ending on the conclusion of the Annual General Meeting in accordance with Clause 13.4 of this Constitution; and

(b) for a maximum of two consecutive terms in the same position.

17. Extension of Maximum Number of Terms:

17.1 Notwithstanding any provision in this Constitution to the contrary, a Executive Committee Member who has held office for two consecutive terms in the same position is eligible to be elected or appointed as a Executive Committee Member for one or more further terms if the Members are satisfied that exceptional circumstances warrant the election or appointment of the Executive Committee Member for a further term (including, without limitation, the appointment of the relevant Executive Committee Member as an officer of World Rugby). In the case of:

(a) the nomination of the Executive Committee Member to be an Elected Executive Committee Member or an Appointed Executive Committee Member, the Affiliated Body making the nomination must set out the exceptional circumstances that warrant the election or appointment of the relevant Executive Committee Member for a further term; and

(b) an Executive Committee Member applying for appointment as an Appointed Executive Committee Member, the Executive Committee must set out in writing the exceptional circumstances that warrant the appointment of the relevant Executive Committee Member for a further term.

17.2 If an elected Executive Committee member is seeking an exception to the limitation on term of office their application must be approved by not less than two-thirds of the members at the General Meeting prior to the Election of Executive Committee members at the General Meeting.

17.3 If an appointed Executive Committee member is seeking an exception to the limitation on term of office, their application must be approved by not less than two-thirds of the members at the General Meeting immediately prior to the Election of Executive Committee members at the General Meeting. If approved, the Executive Committee's shall consider the application as required under this Constitution.

18. Election of Executive Committee Members, Patron: for any election of the Executive Committee Members or Patron:

(a) the election will be by secret ballot;

(b) each Member entitled to vote must vote for the full number of candidates required to fill each such available office in preferential order;

(c) to be successful, a candidate must receive a simple majority of the votes cast using the preferential voting system;

and for the purposes of such process:

(d) if a single candidate receives the least number of votes in a ballot, that candidate will be removed from the list of eligible candidates for the next, and any subsequent, counting of the votes;

(e) if two or more candidates receive the same lowest number of votes in the ballot then:

(i) if there are four or more other candidates remaining in the ballot, all of those candidates that received the lowest number of votes in the ballot will be removed from the list of eligible candidates for the next, and any subsequent, counting if necessary; or

(ii) if there are fewer than four other candidates remaining in the ballot, those remaining candidates will be deemed elected (subject to any provisions of this Constitution) and all other candidates remain eligible for the next re-holding of the ballot if necessary; and

(f) the number of votes received by any candidate in any ballot will not be disclosed unless the Chair of the General Meeting considers it appropriate to do so in the circumstances.

19. Casual Vacancies

The Executive Committee shall fill vacancies as and when required under this Constitution.

Deleted Section: Schedule 6: Vetting, Appointments and Remuneration Committee ("VAR")

SCHEDULE 7 EXECUTIVE COMMITTEE: Functions, Roles, Powers and Responsibilities

1. Further to the provisions of Clauses 14 and 16 of this Constitution, the **objectives and functions of the Executive Committee** include:
 - (a) Promoting, fostering, developing and governing the Game of Rugby
 - (b) Assisting World Rugby and Oceania Rugby as and when requested
 - (c) Regulating and co-ordinating arrangements to ensure that there is a fair and equitable programme of matches for all members
 - (d) Controlling all matters of a national character affecting the Game and observing Schedule 10
 - (e) Preventing discrimination of any kind against a member, private person or groups of people on account of ethnic origin, gender, language, religion, politics, sexuality or any other reason.

The Roles, Powers and responsibilities of the Executive Committee include:

- (f) The formulation of a four-year strategic plan to achieve the vision, mission and goals of the CIRU
 - (g) The approval of an annual business plan and budget
 - (h) The monitoring of the implementation of the strategic plan and annual business plan, operational plan and budget of the Union and assessment of performance against key performance indicators.
 - (i) The co-ordination of the work of sub-committees, advisory groups and working parties
 - (j) The formulation and implementation of good governance principles and practices;
 - (k) Ensuring that the Union operates as an effective organisation;
 - (l) Recruiting, removing, monitoring and evaluating the performance of the CEO;
 - (m) Determining delegations of authority and accountabilities;
 - (n) Approving expenditure, contracts and commitments that fall outside the authority of the staff;
 - (o) Ensuring that there is a sound system of internal control and risk management policy and process in place to identify and manage risk;
 - (p) Ensuring that appropriate codes and policy frameworks exist to promote effective governance of the Union through clearly written and regular review and updating of
 - (i) The policies of the Union
 - (ii) Strategic, business and operational plans
 - (iii) Standing Orders and Terms of Reference for Committees and Advisory Groups
 - (iv) Delegated powers/limits of authority for decision making for the Executive Committee and staff
 - (v) Risk and Audit policies
 - (vi) Standard operating policies and procedures
 - (q) Receiving and approving the audited financial statements of the Union;
 - (r) Sanctioning members of the Union
2. Further to the provisions of Clause 19 of this Constitution, the Executive Committee shall have the power to recruit and appoint as deemed necessary and where resources permit, one or more persons to oversee the management and administrative functions and development areas of the CIRU. Any staff recruited shall be on a performance-based

contract and shall be accountable to the Executive Committee of the CIRU. Reporting must be made to the President.

SCHEDULE 8: APPEALS TRIBUNAL/JUDICIARY

1. Role: Except where otherwise defined, the role of the Appeals Tribunal/Judiciary, is to:

- (a) In relation to Executive Committee decisions:
 - (i) review the process used by the Executive Committee to reach the decision to which an appeal relates;
 - (ii) determine whether there were procedural errors or flaws in the Executive Committee's decision-making process;
 - (iii) determine whether the Executive Committee's decision breached the principles of natural justice; and
 - (iv) determine whether, in law, it was not open to the Executive Committee to reach the decision reached by the Executive Committee or the decision was not one the Executive Committee, acting reasonably, could make.
- (b) In relation to all other matters act as a Tribunal of first instance such that the Appeal is in effect a new hearing.

2. Determination: If the Appeals Tribunal/Judiciary reaches a determination under clause 1(a) (ii), (iii) or (iv) against the Executive Committee, the Appeals Tribunal/Judiciary may refer the matter back to the Executive Committee for further consideration, with such observations as the Appeals Tribunal/Judiciary may wish to make. In all other cases the determination of the Appeals Tribunal/Judiciary shall be final subject only to the matter being determined by the General Meeting of the CIRU or in a Court of law where applicable.

3. Membership of Appeals Tribunal/Judiciary:

- (a) The Appeals Tribunal/Judiciary is comprised of three members, each of whom must be Independent;
- (b) the members must be persons who have demonstrated outstanding qualities as legal practitioners, business people or sports administrators, who are capable of operating as objective arbitrators and who have a high standing in rugby circles;
- (c) wherever possible, at least one of the members will be a woman and one a man.

4. Disqualified persons: The following persons are disqualified from being appointed or elected as a member of the Appeals Tribunal/Judiciary:

- (a) a person who is under 18 years of age;
- (b) an undischarged bankrupt;
- (c) a person who has been convicted of any offence and has been sentenced to a term of imprisonment of three months or more unless that person has obtained a pardon;
- (d) a person who is prohibited from being a director, or promoter of, or being concerned or taking part in the management of a company;
- (e) a person who is mentally incapable as defined in the relevant Act; or
- (f) a person who is not Independent.

5. Member Ceasing to Hold Office: The office of a member of the Appeals Tribunal/Judiciary will be vacated if the person holding that office:

- (a) resigns;
- (b) is removed from office by a Special Resolution;
- (c) becomes disqualified from being a member pursuant to clause 4 above;
- (d) dies; or
- (e) ceases to be Independent.

6. Term: Subject to the terms of this Constitution, members of the Appeals Tribunal/Judiciary are elected:

- (a) for a term of two years commencing on the date of the member's election and ending on the conclusion of the Annual General Meeting determined in accordance with clause 7.

7. Rotation: At every second Annual General Meeting, subject to clause 8:

- (a) the member of the Appeals Tribunal/Judiciary who has been in office for his or her current term the longest will retire; and,
- (b) in each case any such member will be eligible for re-election.

8. Rotation order: The order for retirement as between members of the Appeals Tribunal/Judiciary who have been in office for the same period will be determined by lots, unless otherwise resolved by the Appeals Tribunal/Judiciary.

9. Disqualification: No person who is an employee or contractor of the CIRU, an Executive Committee Member, or a member or officer of the management committee or Executive Committee of any Affiliated Body or of an Associate Member of the CIRU, may be a member of the Appeals Tribunal/Judiciary.

10. Election of Appeals Tribunal/Judiciary: members of the Appeals Tribunal/Judiciary will be elected at the Annual General Meeting from nominees who have been nominated by members of the CIRU in writing and who have consented in writing to their nomination. The written nomination of any person to become a member of the Appeals Tribunal/Judiciary must be received by the Chief Executive Officer not less than fourteen (14) days before the date of the Annual General Meeting and must be circulated to Members not less than seven (7) days before the date of that meeting. If the number of candidates is equal to, or less than, the number of vacancies, no election will be required and the candidate(s) will be deemed to have been elected.

11. Election Requirements: Subject to clause 10, for any election to the Appeals Tribunal/Judiciary:

(a) the election will be by secret ballot;

(b) each Member entitled to vote must vote preferentially for the full number of candidates required to fill the positions available;

(c) to be successful, a candidate must receive a majority of the votes cast; and

(d) a preferential voting process shall be used to achieve the required majority, whereby the name of the candidate who received the least number of votes in the secret ballot will be removed from the list and such further counting will be conducted on this basis as is necessary to derive a valid outcome.

12. Chair and Deputy Chair: The Appeals Tribunal/Judiciary will appoint its own Chair and Deputy Chair who will be responsible for the administration of matters referred to the Appeals Tribunal/Judiciary. For that purpose, the Chair or, if the Chair is absent, the Deputy Chair, may appoint from within its members a Chair to chair any particular hearing.

13. Casting Vote: If there is an equality of votes on any matter, the Chair of the meeting or hearing (as the case may be) at which the matter arises has a casting and deliberative vote.

14. Costs: The Appeals Tribunal/Judiciary has no power to award costs against any party or parties to the appeal.

15. Procedures: Except as otherwise provided in this Constitution, the Appeals Tribunal/Judiciary will regulate its own procedure.

16. Casual Vacancy: In the event of a Casual Vacancy on the Appeals Tribunal/Judiciary, the Executive Committee shall appoint a replacement until the next Annual General Meeting. The Executive Committee shall use such process as it deems appropriate to select the replacement.

SCHEDULE 9 – THE GAME

1. PARTICIPATION IN THE GAME

- (a) The Game is an open game where persons may receive material benefit notwithstanding that for the majority of persons the Game will remain a non-vocational leisure activity.
- (b) Subject to any requirement in Cook Islands the Union can pass additional regulations provided that they are not in conflict with World Rugby or Oceania Rugby Regulations. Such regulations shall have effect only within the jurisdiction of the CIRU.

2. LAWS OF THE GAME

- (a) The CIRU and its members will adhere to the Laws of the Game as promulgated by World Rugby
- (b) The CIRU will adhere to and comply with any alterations to the Laws of the Game as promulgated and directed by World Rugby.
- (c) Where necessary, the CIRU may vary the Laws of the Game in the interests of safety (Domestic Safety Law Variations).
- (d) The CIRU will adhere to the World Rugby and Oceania Rugby integrity regulations including without limit anti-doping and anti-corruption protocols.

SCHEDULE 10 – NATIONAL TEAMS

1. The Executive Committee is responsible for and will oversee the process of appointment of coaches, selectors, support staff and management staff to all national teams
2. All coaching and management staff positions for the national teams will be advertised and written applications will be required. The Executive Committee reserves the right to reject applications, and re-advertise the position, or to appoint someone to fill the position.
3. The term of the coaching and management staff for national teams will be at the discretion of the Executive Committee which reserves the right to replace staff if it feels the need to do so.
4. The selection panel for each team will be at the discretion of the Team Coach and should include up to three persons. The Executive Committee can, in consultation with the coach, appoint a person to be on the selection panel.
5. The three (3) Selectors for each team will form the team's 'selection panel' and the Team Coach will be the panel 'Convenor'.
6. Should a selector not be able to fill their obligations, the Executive Committee may, in consultation with the Team Coach, appoint a substitute selector.
7. The Selectors, and only the Selectors, will perform duties pertaining to the selecting of players to the Union's representative teams.
8. Selectors will work alongside the CIRU and will be responsible for initiating contact with the Players.
9. The Selectors will only select Players to the Representative Teams to which the Selectors are appointed.
10. The Convenor of each Panel will be responsible for advising the Executive Committee of a Team's Players, and the Team as selected and presented to the Executive Committee will be deemed a Union's Representative Team.
11. The Selectors of each team will be required to compile a database of Players selected and submit it to the Union for future reference.
12. The Selectors are responsible, and must report, to the Executive Committee.
13. Players will be selected on performance and merit.
14. All National and Representative Team tours will be subject to the Executive Committee's approval.
15. The Union may request a Player to complete a 'Player Contract' or agreement binding that player to the rules and requirements of the Union.
16. The Executive Committee may appoint the National Team's Physiotherapist and Trainer(s).
17. All players who are of Cook Islands descent as well as those players who have met residency requirements of the Cook Islands, or fulfilled specific tournament criteria e.g. Olympic Game events, are eligible for National Representation.