

CONFIDENTIAL DRAFT

CLUB TEMPLATE CONSTITUTION

Issued [date] 2024

INTRODUCTORY NOTES

- This template is for organisations wishing to become a Member of Tennis NZ (TNZ) as a Club under the new TNZ Constitution, adopted at the Special General Meeting of TNZ on 12 December 2024 and in force from 1 January 2025.
- This template is designed to be read in conjunction with the Club Template Constitution Guidance Notes, which can be found by [clicking here](#). The Guidance Notes set out how this template is to be used and explains the colour coding used in the document.
- Further information such as the background to changes included in the new constitutions, explainer videos and FAQs can be found on the Modernising Tennis Hub by [clicking here](#).

TENNIS NEW ZEALAND
CLUB TEMPLATE CONSTITUTION

[FULL LEGAL NAME]
INCORPORATED /

[MĀORI NAME] MANATŌPŪ

Incorporated Society No. [insert]

Charity Registration No. [insert]

Constitution

Adopted at a [Annual or Special]
General Meeting held on [date]

Commencement Date: XXX

TABLE OF CONTENTS

1.	Club Details	X
2.	Purpose, Capacity and Powers	X
3.	Members	X
4.	Officers	X
5.	Committee Role and Powers	X
6.	Committee Meetings and Procedures	X
7.	Interest and Conflicts of Interest	X
8.	Patron/Honorary Vice-President	X
9.	Club Manager [or other title]	X
10.	Meetings of Members	X
11.	Financial Matters	X
12.	Amendments to the Constitution	X
13.	Regulations	X
14.	Liquidation or Dissolution	X
15.	Complaints and Disputes	X
16.	Suspension, Sanctions and Termination of Membership	X
17.	Suspension and Removal of Committee Members	X
18.	Matters Not Provided For	X
19.	Transition	X
20.	Definitions and Interpretation	X

[NAME] INCORPORATED
/[MĀORI NAME] MANATŌPŪ
CONSTITUTION

1. Club Details

- 1.1 **Name:** The name of the society is [full legal name of Club] Incorporated / [insert Māori name if applicable – e.g. for TNZ this is Te Tēnehi o Aotearoa Manatōpū] (“Club”).
- 1.2 **Contact Person:** At its first meeting following each Annual General Meeting (**AGM**), the Committee shall appoint or reappoint at least one (1), and a maximum of three (3), people to be the Club’s contact person(s), under the Incorporated Societies Act 2022 (the Act).

2. Purpose, Capacity and Powers

- 2.1 **Purpose:** The purposes of the Club are to administer, promote, develop, protect and deliver the sport of Tennis mainly as an amateur sport for the recreation and entertainment of the general public in [insert name of local area] including by:
- a. encouraging and promoting participation in Tennis throughout [insert name of local area];
 - b. delivering Services and Programmes, competitions, tournaments and other Tennis events at the Club;
 - c. leading, promoting and enabling an inclusive environment for participation in all aspects of the Club;
 - d. protecting and promoting the safety and wellbeing of participants; promoting integrity including high standards of conduct; and respecting the principles of fair play; and
 - e. being a member of the Applicable Local Tennis Partner (**LTP**) (if any), the Applicable Regional Tennis Organisation (**RTO**) and Tennis New Zealand.
- 2.2 **Capacity and Powers:** The Club has full capacity, rights, powers and privileges to carry out or undertake any activity, to do any act or enter into any transaction, subject to this Constitution, the Act, any other legislation and the general law.

3. Members

- 3.1 **Categories of Members:** The Members of the Club are:
- a. The following voting members:
 - i. [insert the member categories which can vote]; and
 - ii. .

(Voting Members).
 - b. The following non-voting members:
 - i. [insert the member categories which cannot vote]; and
 - ii. .

(Non-Voting Members).

- 3.3 **Process for Application:** An application to become a Member (or renew Membership) of the Club shall be made using the Member Management System.
- 3.4 **Consent:** By making an application for Membership an individual consents to becoming a Member of the Club and the Applicable Member Organisations.
- 3.5 **Admission as a Member:** An individual who has applied for Membership will be admitted to Membership of the Club and the Applicable Member Organisations, as follows:
- a. upon completing, and signing or submitting an application using the Member Management System;
 - b. if the individual is under 18 years of age on the date of application, a parent/guardian of that individual:
 - i. completing and signing or submitting the application using the Member Management System for that individual to be a Member, ; and
 - ii. completing and signing or submitting the application for them, as parent/guardian of the individual, to be a Member;
 - c. upon the individual receiving confirmation of their application from the Member Management System [\[or approval of the application by the Committee\]](#); and
 - d. payment of the applicable Membership Fee(s).
- 3.6 **Duration of Membership:** Membership of the Club commences upon admission as a Member under Rule 3.5 and continues for the period specified in the category of membership (Rule 3) in which they are admitted as a Member (unless they cease to be a Member under Rule 3.11).
- 3.7 **Renewal of Membership:** Except for Life Members, to continue as a Member, each Member shall renew their Membership in the same manner as an application for Membership under Rules 3.3 and 3.5, by the date specified by the Committee.
- 3.8 **Members' Rights and Obligations:** Each Member acknowledges and agrees that:
- a. they are entitled to have access to any Tennis courts and associated facilities to play, coach, train, be coached, officiate, administer, or otherwise be involved in, Services and Programmes held at, or by, or otherwise under the control of, the Club, in accordance with the applicable terms and conditions of their Membership;
 - b. they are entitled to all the rights and entitlements granted by this Constitution and any Club Regulations and the constitutions and regulations of the Applicable Member Organisations and any other rights and benefits decided by the Committee and the Boards of the Applicable Member Organisations from time to time;
 - c. they are bound by, and shall comply with this Constitution, any Club Regulations; the constitutions and regulations of the Applicable Member Organisations, and all Rules made by the Committee and the Boards of the Applicable Member Organisations;

- d. they are bound by and shall comply with the terms and conditions of Membership; the terms and conditions of participation in any Services and Programmes delivered by the Club and the Rules of Tennis;
- e. they shall use reasonable efforts to assist any individual they wish to play, coach, or train with or otherwise have access to the Club to become a Member where practical;
- f. they are subject to the jurisdiction of the Club and the Applicable Member Organisations including their respective disputes and disciplinary procedures; and
- g. they do not have any rights of ownership of, or the right to use, the property of the Club or the Applicable Member Organisations.

3.9 Membership and Other Fees: *Choose one of these options:*

[At each AGM the Voting Members shall approve the Membership Fee payable by Members and the payment terms for the next Financial Year. In doing so, they will have regard to any recommendation of the Committee. The Committee may set other fees payable to the Club by any of its Members and other participants in Services and Programmes held by or under control of the Club.]

OR [The Committee shall approve any Membership Fee payable by Members and any payment terms for the next Financial Year. The Committee may also set other fees payable to the Club by any of its Members and other participants in Services and Programmes held by or under control of the Club.]

3.10 Register of Members: The Club's register of Members shall be digitally connected to the National Database. The [Club Manager or Secretary] shall ensure that the required information of all Members is provided to the National Database in accordance with the TNZ Constitution and TNZ Regulations. All Members shall promptly update any changes to their Membership details using the Member Management System or by notifying the [Club Manager or Secretary] in writing.

3.11 Cessation of Membership: A Member ceases to be a Member:

- a. if any Membership Fee or other fees are not paid to the Club by the due date or in accordance with any payment plan which is agreed between a Member and the Committee;
- b. by giving notice of their resignation from Membership to the [Club Manager or Secretary] in writing;
- c. if their Membership is terminated under Rule 16;
- d. if their Membership is terminated following a dispute resolution or disciplinary process or other process specified in the constitutions or regulations of the Club or the Applicable Member Organisations;
- e. for parents as Members, when their child turns 18 or ceases to be a Member;
- f. for Individual Casual Members, 12 months after their last casual booking; upon their death; or
- h. if, for any other reason, their Membership ends or ceases in accordance with this Constitution.

4. Officers

4.1 **Qualification:** Every Committee Member must, in writing:

- a. consent to be a Committee Member; and
- b. certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act.

4.2 **Officers Duties:** Officers shall comply with their duties under the Act.

4.3 **Disqualification:** The following individuals are disqualified from being elected or to otherwise hold or remain in office, as a Committee Member:

- a. the qualification requirements of being an Officer under Rule 4.1 are not met;
- b. an individual who is a paid employee of, or a contractor in an equivalent position to, the Club; or
- c. an individual who has been removed as a Committee Member in accordance with this Constitution.

If any of the circumstances in Rule 4.3 occur to a Committee Member while they are in office, they will be automatically deemed to have vacated their office as a Committee Member upon the occurrence of the circumstance.

4.4 **Cessation from Office:** An individual ceases to be an Officer, if the individual:

- a. resigns as an Officer in accordance with the Act;
- b. becomes disqualified from being an Officer under the Act;
- c. is a Committee Member and is removed from office in accordance with Rule 17.2;
- d. ceases to be a Member;
- e. dies; or
- f. otherwise vacates their office resulting in a Casual Vacancy.

5. Committee Role and Powers

5.1 **Role and powers:** Except as specified otherwise in the Act or in this Constitution, the Committee is responsible for governing, managing and directing the operation and affairs of the Club and has all the powers necessary to carry out its role, including the establishment of sub-committees. Except to the extent specified otherwise in the Act or this Constitution, the Committee has the powers to do all things that are not expressly required to be undertaken at a General Meeting under this Constitution.

5.2 **Composition:** The Committee consists of the President, the Secretary, the Treasurer and up to [insert number] other individuals elected at the AGM (**Committee Members**).

- 5.3 **Role of President:** The President is the chair of the Committee and presides at Club events including General Meetings. The President represents the Club and will engage in activities agreed by the Committee which may include activities to promote the Club, good relations, communications between Members, and the reputation and best interests of the Club.
- 5.4 **Role of Secretary:** The Secretary will:
- a. attend to all correspondence and keep minutes of General Meetings and Committee meetings; and
 - b. keep all records and generally perform all the secretarial work of the Club. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible for their performance.
- 5.5 **Role of Treasurer:** The Treasurer will:
- a. receipt all money paid to or received by the Club and pay all accounts approved by the Committee. The Committee may delegate levels of payment to the Treasurer by written authority;
 - b. invest all funds of the Club in the manner directed by the Committee; and
 - c. keep the Club's financial accounts, present the financial statements at the AGM and undertake other tasks required by the Committee.
- 5.6 **Term of office:** The term of office for all Committee Members is [number] years, expiring at the end of the relevant AGM. A Committee Member may be re-elected to the Committee for a maximum of [number] consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.
- 5.7 **Election of Committee Members:** Committee Members are elected by the following process:
- a. the Committee shall call for nominations for any Committee Member positions that are to be vacated at an AGM not less than [number] Days before the AGM;
 - b. nominations shall be made in the form decided by the Committee and shall be received by the date set by the Committee, which shall be not less than [number and time period e.g. fourteen (14) Days or 48 hours] before the AGM;
 - c. the Committee must give notice to all Members of the nominations received at least [number and time period e.g. seven (7) Days or 24 hours] before the AGM;
 - d. if there is only one nominee for a vacant position, that individual is declared to be elected without the need for a vote.
 - e. at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Majority. If a secret ballot is held, two Scrutineers must be appointed at the General Meeting to count the votes;
 - f. those nominees who have the highest number of votes in their favour for the number of vacant positions shall be declared elected; and
 - g. if votes are tied for a Committee Member position between the highest polling nominees, a second round of voting between those tied nominees shall be undertaken, to find the

nominee with the highest number of votes and if votes are tied after that second round of voting, the Chair shall decide which of those tied nominees will be elected.

- 5.8 **Casual Vacancy:** If a Casual Vacancy arises, the remaining Committee Members may:
- a. appoint an individual of their choice to fill the Casual Vacancy:
 - i. for the balance of the term of the individual who vacated their position; or
 - ii. until the next AGM; or
 - b. leave the Casual Vacancy unfilled until the next AGM, at which an election will be held for the vacant Committee Member position which if filled will be for the remainder of the term of the Casual Vacancy.

6. Committee Meetings and Procedures

- 6.1 **Calling and Notice of Meetings:** Committee meetings may be called on reasonable notice at any time by the President or by [number] Committee Members, with notice generally being not less than [number] Days' and not less than [number] depending on the urgency but generally the Committee meets [insert frequency e.g. monthly].
- 6.2 **Procedure:** Except to the extent specified in this Constitution and the Club Regulations, the Committee may regulate its own procedure.
- 6.3 **Resolutions Outside of Meetings:** A resolution in writing, signed or consented to by email or other form of visible or other electronic communication, by approval of a Majority of the Committee will be valid as if it had been passed at a meeting of the Committee.
- 6.4 **Quorum:** For a Committee meeting, or a Committee resolution outside of a meeting, the quorum is fifty percent (50%), (rounded up to the nearest whole number) of the total number of Committee Members. Any Committee Member may be counted for the purposes of a quorum and participate in any meeting and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic means provided that all individuals participating in the Committee meeting can hear each other effectively and simultaneously.
- 6.5 **Chair:** The President will chair all Committee meetings. If the President is unavailable, another Committee Member shall be appointed by the Committee to undertake the Chair's role during the period of unavailability.
- 6.6 **Voting:** Each Committee Member is entitled to one vote at any Committee meeting or on any Committee resolution outside of a meeting. Voting at Committee meetings is by voice, show of hands or, if requested by any Committee Member, secret ballot. Proxy voting is not permitted at Committee meetings. If a vote is tied, the Chair of the meeting is entitled to a casting vote.
- 6.7 **Majority:** Unless specified otherwise in this Constitution, a motion or resolution of the Committee shall be approved if by a Majority of Committee Members are in favour of it.

7. Interests and Conflicts of Interest

- 7.1 **Register of interests:** The Committee must keep a register of interest disclosures made by Officers.
- 7.2 **Duty to disclose interest:** An Officer who is interested in a matter (as defined in the Act) relating to the Club must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Committee, as soon as practicable after the Officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 7.3 **Consequences of being interested:** An Officer who is a Committee Member and Interested in a Matter:
- a. must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee Members consent;
 - b. must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Committee Members consent;
 - c. must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent; and
 - d. may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 7.4 **Notice of failure to comply:** The Committee must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

8. Patron/ Honorary Vice-President etc

- 8.1 [insert rules here if you have a Patron or other officers who are not members of the Committee. This rule should include their role, how they are appointed, and their term of office].

9. Club Manager [or other title]

- 9.1 **Role:** There shall be a [insert position of Club Manager or equivalent position] of the Club who is employed or engaged for such term and on such terms and conditions as the Committee decides.
- 9.2 **Directions:** The [insert position of Club Manager or equivalent position] is directed by the Committee and is responsible for the day-to-day management of the Club in accordance with this Constitution, the Club Regulations, and any applicable rules of the Club. They shall act within such authority and limitations as may be imposed by the Committee.
- 9.3 **Attendance at Committee Meetings:** The [insert position of Club Manager or equivalent position] shall attend all Committee meetings unless otherwise required by the Committee but has no voting rights.

10. Meetings of Members

10.1 **Annual General Meeting (AGM):** The Club shall hold an AGM not later than six (6) months after the end of each Financial Year and not later than fifteen (15) months after the previous AGM, at a date, time and place decided by the Committee.

10.2 **Special General Meeting (SGM):** Any other General Meeting of the Members is a SGM.

10.3 **Method of General Meeting:** A General Meeting may be held by a quorum of Members (Rule 10.11), by any of the following methods (as decided by the Committee):

- a. being physically present together at the appointed time and place for the meeting;
- b. participating via audio link, audio-visual link or other electronic means; or
- c. by a combination of both methods above.

Participation by any of these methods will count as the presence of that individual at the meeting for the purposes of this Constitution.

10.4 **Notice of AGM:** The [insert position of Club Manager or equivalent position] shall give not less than [number] Days' written notice of an AGM to the Officers, Committee, and all the Members. Notice to Members of an AGM may be given by posting it on the Club's website, as decided by the Committee. The notice shall specify:

- a. the date, time, and place and/or the method by which the AGM is to be held;
- b. the process and closing date(s) for Voting Members to submit (in writing):
 - i. proposed motions or resolutions (including amendments to the Constitution);
 - ii. nominations for President, Secretary, Treasurer and any other vacant Committee Member positions;
 - iii. nominations for the [Honorary Vice-President or Patron etc];
 - iv. nominations for Life Members; and
 - v. any items of business expressly permitted by, and properly notified under, this Constitution to be decided at a General Meeting.

10.5 **AGM Agenda:**

- a. Not less than seven (7) Days' written notice of the agenda for each AGM shall be given by the [insert position of Club Manager or equivalent position or Club Secretary] to the Officers, Committee and all the Members and may be notified by posting it on the Club's website. The agenda shall set out the business to be discussed at the AGM in accordance with Rule 10.6. All relevant information required to inform the business set out in Rule 10.6 shall be provided to Members with the agenda.
- b. Additional items of business not listed on the agenda cannot be voted on at the AGM but may be discussed if a Majority of the Voting Members agree to do so at the meeting.

10.6 Business of AGM: The following business shall be considered at each AGM in the order decided by the Chair:

- a. approval of the minutes of the previous AGM and any SGMs held since the previous AGM;
- b. presentation on the previous Financial Year of:
 - i. the annual report by the Committee of the activities of the Club for the preceding Financial Year;
 - ii. [audited or reviewed] annual financial statements;
 - iii. the [Auditor's or Reviewer's] report on the annual financial statements;
 - iv. disclosures of any conflicts of interests made by Club Officers;
- c. approval of any Major Transactions recommended by the Committee;
- d. election of any vacant Committee Member positions;
- e. approval of the [Auditor or Reviewer] for the next Financial Year;
- f. appointment of the [Honorary Vice-President or Patron] recommended by the Committee;
- g. appointment of any Life Members recommended by the Committee;
- h. approval of the Membership Fee in accordance with Rule 3.9;
- i. any motion or resolution(s) proposing to amend this Constitution; and
- j. any other items of business that have been properly submitted for consideration.

10.7 Calling a SGM: The [insert position of Club Manager or equivalent position or Club Secretary] shall call an SGM as soon as reasonably practicable after receiving a written request from the Committee or [insert percentage or portion e.g. 1/3rd] of Voting Members entitled to vote. This request shall state the purpose for which the SGM is being requested and include the proposed motion(s) or resolution(s) to be voted on.

10.8 Notice of SGM: Not less than seven (7) Days' written notice of a SGM shall be given by the [insert position of Club Manager or equivalent position or Club Secretary] to the Club Officers, the Committee, and all the Members, unless the purpose of the SGM is to propose amendments to this Constitution, in which case not less than thirty (30) Days' notice must be given. This notice may be given by posting it on the Club's website. It shall only deal with the business for which the SGM is requested and shall include:

- a. the date, time, and place and/or the method by which the meeting is to be held (as decided by the Committee); and
- b. the proposed motion(s) or resolution(s) that are permitted and properly submitted for consideration.

10.9 Attendees at General Meetings: Voting Members are entitled to attend, speak and vote (if they are Financially Current (under Rule 10.10)) at General Meetings. Non-Voting Members and any other individuals invited by the Committee, including employees of the Club may attend General Meetings, however they may speak only if invited to do so by the Chair of the General Meeting

and are not entitled to move or second motions or resolutions, to vote [\[or hold a proxy for any Voting Member\]](#).

10.10 Not Financially Current: A Member who is not Financially Current may attend General Meetings and receive notice of and vote on Resolutions Outside of Meetings but is not entitled to any other rights they would otherwise be entitled to, including to speak, move or second motions or resolutions or vote.

10.11 Quorum: The quorum for a General Meeting is [\[percentage\]](#)% of the total number of Voting Members, or [\[number\]](#) of Voting Members, including Voting Members present by casting votes by electronic means [\[or by proxy\]](#). No business may be conducted if a quorum is not present at the time the meeting was notified to commence, and at all times during the meeting. If a quorum is not reached within thirty (30) minutes of the scheduled commencement time:

- a. the General Meeting is adjourned to another time on the same day as decided by the Committee;
- b. if at the subsequent General Meeting, a quorum is not reached within thirty (30) minutes of its scheduled commencement time; then the General Meeting shall be adjourned to another day (not less than [\[number\]](#) Days later) at a time, and place as decided by the Committee;
- c. if a quorum is not reached within thirty (30) minutes of its scheduled commencement time at the third General Meeting, the Voting Members present will be deemed to constitute a valid quorum.

10.12 Chair of Meeting: The President will chair all General Meetings. If they are unavailable, or a motion or resolution directly concerns them, a Committee Member appointed by the Committee will chair the meeting, while the President is unavailable.

10.13 Errors: Any irregularity, error or omission in notices, agendas or papers for a General Meeting will not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:

- a. the Chair, in their discretion decides it is appropriate for the meeting to proceed despite the irregularity, error or omission; and
- b. a motion or resolution to proceed is approved by Special Majority.

10.14 Minutes: Minutes of all General Meetings shall be kept and communicated to Members. Minutes may be posted on the Club's website. They shall also be available upon request by any Member in accordance with the Act.

10.15 Regulation of Procedure: The Chair regulates the proceedings at each General Meeting and makes any decisions on the procedure of the meeting, subject to this Constitution and any Club Regulations.

10.16 Vote: Each Voting Member is entitled to one (1) vote on each motion or resolution, in person (under rule 10.20) [or by proxy](#), at a General Meeting or Resolutions Outside of a Meeting. While an individual may be entitled to be, or is, a Member under more than one category of membership (as specified in Rule 3) they are only entitled to one (1) vote on each motion or resolution, in person (under Rule 10.20) [or by proxy](#), at a General Meeting or Resolutions Outside of a Meeting.

- 10.17 **Decisions by Majority:** Unless specified otherwise in this Constitution, all motions and resolutions proposed at a General Meeting will be adopted if there is a Majority in favour.
- 10.18 **Decisions by Special Majority:**
- a. Any motions or resolutions of the nature described in Rule 10.18b shall be proposed at a General Meeting **or a Resolution Outside of a Meeting** and will only be adopted if there is a Special Majority in favour of the motion or resolution.
 - b. The matters for which a Special Majority is required are those proposing:
 - i. any amendment to this Constitution in accordance with Rule 12;
 - ii. **a Major Transaction;** or
 - iii. any other matter stated in this Constitution which specifies that a Special Majority is required at a General Meeting.
- 10.19 **No Casting Vote:** If votes are tied at a General Meeting or in a Resolution Outside of a Meeting, the Chair or their nominee, is not entitled to have a casting vote and the motion or resolution will fail.
- 10.20 **Method of Voting:** Voting at General Meetings shall be conducted by voices, a show of hands, or ballot as decided by the Chair, or by secret ballot as specified in this Constitution, (including using electronic voting made by email or an online or electronic process, in the manner, decided by the Committee, and received by the Scrutineers by email, online or electronically at the specified address). Voting by secret ballot shall apply for elections of Committee Members where there are more nominees than positions available or for any motion or resolution if requested by **[number]** Voting Members present at the meeting and approved by a Majority.
- 10.21 **Proxies:** Proxy voting by Voting Members is permitted. The chair of the General Meeting must receive notice of the proxy signed by the Member prior to the start of the meeting. A Voting Member cannot hold more than **[number]** proxies for a General Meeting. The form of the proxy must be as follows:
- I [insert name] of [insert address] being a member of the Club appoint [insert name of proxy] as my proxy to speak [and vote] for me at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting. I direct my proxy to vote in the following manner [insert resolutions and whether the proxy is to vote for or against].*
- 10.22 **Scrutineers:** If required for a secret ballot, two scrutineers must be appointed at the General Meeting to count the votes.
- 10.23 **Chairperson's Declaration:** The Chair shall declare the result of each vote (including the number of votes in favour, against or that abstained) once voting is complete.
- 10.24 **Resolutions Outside of Meetings:** A resolution in writing signed or consented to by email or other electronic means by a 75% majority of Voting Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

11. Financial Matters

- 11.1 **Application of Income:** The funds and property of the Club shall be controlled, managed, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in Rule 2.1.
- 11.2 **Financial Year:** The financial year of the Club will commence on [date] and end on [date], unless decided otherwise by the Committee from time to time (Financial Year).
- 11.3 ~~[Audit or Review]~~ **Audit or Review of Financial Statements:** The Club's financial statements may be required to be reviewed or audited to comply with the Incorporated Societies Act or the Charities Act. The Committee will determine each year whether a review or audit is required by law. Where the Club has a choice of review or audit the Committee will determine the appropriate process. The financial statements, whether reviewed or audited or not, must be submitted to the AGM. The Committee may recommend the [Auditor or Reviewer] to be approved by Members at the AGM.

OR

[Audit or Review] of Financial Statements: The Club's financial statements must be [audited or reviewed] each year and the [audited or reviewed] financial statements must be submitted to the AGM. The Committee will recommend the [Auditor or Reviewer] to be approved by Members at the AGM.

- 11.4 **No personal benefit:** The Club Officers and Members shall not receive any distributions of profit or income from the Club. This does not prevent Club Officers or Members receiving reimbursement of actual and reasonable expenses incurred; or entering into any arms' length transactions with the Club for goods or services supplied to or from them. No Club Officer or Member may influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.
- 11.5 **Indemnity and insurance:** The Club is authorised to indemnify an Officer under the Act or effect insurance for an Officer under the Act for the following matters:
- a. liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
 - b. costs incurred by the Officer for any claim or proceeding relating to that liability.
- 11.6 [insert position of Club Manager or equivalent position] may effect insurance for its current and former Officers, Members and employees as permitted by the Act, if approved by the Committee.

12. Amendments to the Constitution

- 12.1 Subject to Rule 12.4, this Constitution may only be amended, added to, or repealed by Special Majority at a General Meeting or a Resolution Outside of a Meeting.
- 12.2 Notice of an intention to amend this Constitution shall be given to the [insert position of Club Manager or equivalent position or Club Secretary]:
- a. by a Voting Member entitled to vote or the Committee, no later than thirty (30) Days prior to a General Meeting; or
 - b. by the Committee, no later than seven (7) Days prior to a Resolution Outside of a Meeting.
- 12.3 No addition to, deletion from or amendment to this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 12.4 If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, the Committee may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Committee does not receive any objections from Members within twenty (28) Days after the date on which the notice is sent, or any longer period that the Committee decides, the Committee may make that amendment. If it does receive an objection, the Committee may not make the amendment.

13. Regulations

- 13.1 The Committee may make, amend or repeal Club Regulations as it considers necessary or desirable, provided they are consistent with the Club's purposes set out in Rule 2.1, the Act and any other laws.
- 13.2 All Club Regulations and any amendments to them, shall be notified to all Members and published on the Club's website. All Club Regulations are binding on the Club, Club Officers, and all Members, unless expressly stated otherwise.
- 13.3 The making, amendment, revocation, or replacement of a Club Regulation is not an amendment of this Constitution.
- 13.4 To the extent of any inconsistency between this Constitution or any Club Regulation and an Applicable Member Organisation's constitution or regulations, the following shall prevail in this order of priority: the TNZ Constitution, TNZ Regulations, the Applicable RTO's Constitution, the Applicable RTO's Regulations, the Applicable LTP's Constitution (if applicable), the Applicable LTP Regulations (if applicable), this Constitution and the Club's Regulations.
- 13.5 A Club Regulation may, in whole or in part, be amended or revoked by Special Majority at an SGM, if a motion or resolution proposing it is notified in accordance with Rule 10.6. Unless the motion or resolution provides otherwise, any such amendment or revocation shall take immediate effect but cannot be applied retrospectively.

14. Liquidation or Dissolution

14.1 **Notice:** The Committee shall give not less than twenty (28) Days' notice to all Members of a proposed motion or resolution to be voted on at a General Meeting:

- a. to appoint a liquidator;
- b. to remove the Club from the Register of Incorporated Societies; or
- c. for the distribution of the Club's surplus assets.

14.2 **Majority Required:** for a motion or resolution proposed under Rule 14.1 to be carried, it requires a seventy-five percent (75%) majority of votes in favour from the Voting Members present and entitled to vote.

14.3 **Surplus Assets:** If upon liquidation, winding up or dissolution of the Club, any surplus funds or assets after payment of all costs, debts, and liabilities, shall not be made or distributed to any members or individuals but shall be:

- a. applied to a purpose in line with the club's objects; or
- b. given or transferred to another not-for-profit entity having purposes similar to those of the Club or any other not-for-profit entity within geographical area with similar objectives.

15. Complaints and Disputes

15.1 In this Rule 15:

- a. **Dispute** means a disagreement or conflict between and among any one or more Members, or any one or more Club Officers and the Club, that relates to an allegation that:
 - i. a Member or a Club Officer has engaged in Misconduct;
 - ii. a Member or a Club Officer has breached, or is likely to breach, a duty under this Constitution or the Act;
 - iii. the Club has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - iv. a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged; and
- b. **Disputes Procedure** means the procedure for resolving a Dispute specified in Rule 15.5 and Rule 15.6.
- c. a **Member** is a reference to a Member acting in their capacity as a Member; and
- d. a **Club Officer** is a reference to an Officer acting in their capacity as an Officer.

15.2 **Application of legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that legislation requires the Dispute to be dealt with in a different way.

15.3 **Application of Other Procedures:** If the Dispute is dealt with by another procedure under an Applicable Member Organisation's constitution or regulations, this Constitution or a Club Regulation (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes

Procedure.

- 15.4 **Application of the Disputes Procedure:** If the Dispute is not required by legislation to be dealt with in a different way or it is not dealt with by any Other Procedure, the Disputes Procedure in Rule 15.5 and Rule 15.6 shall apply to the Dispute.

15.5 **Disputes Procedure - Raising a Complaint**

- a. A Member or a Club Officer may commence the Disputes Procedure by giving written notice (a **Complaint**) to the Committee setting out:
 - i. the allegation relating to the Dispute and who the allegation is against; and
 - ii. any other information reasonably required by the Committee.
- b. The Club may make a Complaint involving an allegation of a Dispute against a Member or a Club Officer by giving notice to the Member or Club Officer concerned setting out the allegation to which the Complaint relates.
- c. The information given shall be enough to ensure an individual or the Club against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details to enable them to prepare a response.

15.6 **Disputes Procedure - Investigating and Resolving Disputes**

- a. Unless otherwise provided, the Committee shall as soon as reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and resolved.
- b. Disputes shall be dealt with in a fair, efficient and effective manner.
- c. The Committee may decide not to proceed with a Dispute if:
 - i. it is not a Dispute as defined in Rule 15.1 including that it is not within the jurisdiction of the Club under this Constitution;
 - ii. the Complaint is trivial or appears to be without foundation or there is no apparent evidence to support it;
 - iii. the individual who makes the Complaint has an insignificant interest in the matter;
 - iv. the issue giving rise to the Dispute has already been investigated and dealt with under this Constitution or Other Procedure; or
 - v. there has been an undue delay in making the Complaint.
- d. The Committee may refer a Dispute to:
 - i. a hearing body or individual authorised, delegated or appointed by the Committee to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**);
 - ii. any type of consensual dispute resolution with the consent of all parties to the Dispute including mediation; or
 - iii. a subcommittee of the Committee or an external individual to investigate and report to the Committee, following which, the Committee may refer the matter to consensual dispute resolution or to a Hearing Body or decide the outcome of the Dispute itself.

- e. The Committee may determine the composition, jurisdiction, functions and procedures of, and any sanctions which may be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Committee to resolve, or assist to resolve, Disputes.
- f. An individual may not be a Member of a Hearing Body in relation to a Dispute if the Committee or the Hearing Body considers there are reasonable grounds to believe that the individual may not be impartial or able to consider the matter without a predetermined view.
- g. The Member or Club Officer who, or the Club which, made the Complaint (**Complainant**), shall be given a reasonable opportunity to be heard (orally or in writing as determined by the Hearing Body) before the Dispute is resolved or any outcome is determined.
- h. The Member or Club Officer who, or Club which, is the subject of the Complaint (**Respondent**) shall also be given a reasonable opportunity to be heard (orally or in writing as determined by the Hearing Body) before the Dispute is resolved or any outcome is determined.

15.7 **Appeals:** Unless an Applicable Member Organisations Constitution or Regulations, this Constitution or any Club Regulation provides otherwise, there is no right of appeal or right of review of a decision about a Dispute.

15.8 **Decisions Binding:** Decisions and awards by the Club's Committee and/or Hearing Body and any hearing bodies, international Tennis bodies and CAS as referred to in the Applicable Member Organisation's constitutions, are binding on the Club and all Members.

16. Suspension, Sanctions and Termination of Membership

16.1 A Member may be suspended or terminated from Membership of the Club and the Applicable Member Organisations or have sanctions imposed, if the Member:

- a. is suspended or terminated by the Committee, or has sanctions imposed under this Rule.
- a. is suspended or terminated by any Applicable Member Organisation, or has sanctions imposed on them, in accordance with its constitutions and regulations; or
- b. a Hearing Body, the Sports Tribunal, CAS or any other body having jurisdiction over a Member recommends such action or imposes a sanction.

16.2 Suspension, Sanctions or Termination by the Committee:

- a. A Member may be suspended for up to twelve (12) months, have other sanctions imposed or their Membership terminated if:
 - i. the Committee or any individual(s) appointed by it, considers after reasonable enquiry, that the Member did not comply with this Constitution, Club Regulation or any rule, code, standard, resolution, decision, policy, or procedure decided by the Committee or at a General Meeting; or
 - ii. where the Member is no longer Eligible to be a Member.
- b. Before any suspension, sanction or termination is imposed by the Committee on a Member:

- i. they shall be given twenty-one (21) Days' written notice of the proposal to suspend, impose a sanction or terminate the Member, unless the proposal arises from the Member's failure to comply with any one or more of the applicable Membership criteria under this Constitution, in which case three (3) months written notice will be given; and
- ii. has the right to be present, make submissions and be heard on the proposal to suspend, impose any sanction or to terminate the Member.
- c. A decision by the Committee to suspend or impose a sanction on a Member is final and there is no right of appeal. A decision by the Committee to terminate Membership may be appealed to a SGM called for that purpose in accordance with Rule 10.7 and may only be overturned by a Special Majority in favour of the motion at the SGM.

16.3 Reinstatement: Membership that has been terminated under this Constitution may be reinstated at the discretion of the Committee, within such period as it considers appropriate, provided that any payments owing to the Club, any TNZ Member Organisation or TNZ, have been fully repaid. In deciding whether to reinstate a Member, the Committee may take into account whether the matter giving rise to the termination has been rectified or remedied, or whether any sanction imposed has been served.

16.4 Consequences of Suspension or Termination of Membership: Where any Member's Membership is suspended or terminated by the Club, a TNZ Member Organisation or TNZ, the following consequences apply to the Member for the period of the suspension, or indefinitely if terminated:

- a. the suspension or termination applies to the Member's Membership of all the Applicable Member Organisations;
- b. if the Member is suspended, they continue to be bound by this Constitution and the Club Regulations and the Applicable Member Organisations' constitutions and regulations including all of their obligations during the period of suspension;
- c. the Member forfeits all rights and entitlements it has as a Member under this Constitution, Club Regulations and the Applicable Member Organisations constitutions and regulations and is not entitled to participate in any activity of, or held on behalf of, the Club, any TNZ Member Organisation or TNZ; and
- d. the Member shall have no claim upon the Club or any Applicable Member Organisation., and their property, and shall not use any their property.

17. Suspension and Removal of Committee Members

17.1 Suspension of Committee Member: If a Committee Member is alleged to have, given notice of, or charged with any of the circumstances described under Rule 4.3 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by a Special Majority suspend them from the Committee, pending the determination of the allegation, notice or charge. A suspension may only be imposed following reasonable enquiries by the Committee and giving the Committee Member concerned a right to be heard by the Committee.

17.2 Removal of Committee Member:

- a. A Committee Member may be removed from the Committee before the expiration of their term of office if the Committee considers, by Special Majority, that the Committee Member:
 - i. has materially breached any of their duties under this Constitution or the Act; or
 - ii. did not, or is unable to, materially comply with this Constitution, the Club Regulations or any Rule of the Club;
 - iii. has engaged in Misconduct or acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of the Club;
 - iv. has brought the Club into disrepute; or
 - v. has been suspended or terminated as a Member, or had a sanction imposed, by a TNZ Member Organisation.
- b. The Committee Member who is the subject of the motion to be removed is counted for the purpose of reaching a quorum but shall not participate in the vote on the motion.
- c. Before any decision for removal is made by the Committee, the Committee Member concerned:
 - i. shall be given no less than fourteen (14) Days' written notice by the Committee of the proposal to remove them;
 - ii. has the right to make written submissions in advance of the decision; and
 - iii. has the right to be present, make submissions and be heard by the Committee.

18. Matters Not Provided For

If any matters arise that the Committee considers are not provided for in this Constitution or in the Club Regulations, or if any dispute arises out of the interpretation of this Constitution or the Club Regulations, the matter or dispute will be decided by the Committee as it sees fit.

19. Transition

- 19.1 **Existing Life Members:** Individuals who were granted Life Membership of the Club prior to the Commencement Date will remain as Life Members, subject to this Constitution.
- 19.2 **Existing Members:** Members of the Club, at the Commencement Date, will remain as Members of the Club but shall reapply to the Club for Membership of it and the Applicable Member Organisations in the relevant Category of Membership within the period specified by TNZ.
- 19.3 **Transition of Committee Members:**
 - a. [detail if the committee members under the previous rules/constitution continue]
 - b. [state whether the number of terms served under the previous rule/constitution count towards any maximum number of terms in this constitution].

20. Definitions and Interpretation

- 20.1 **Definitions:** The capitalised words and phrases used in this Constitution shall mean as follows:

Anti-Doping Violation means an anti-doping violation as defined in the World Anti-Doping Code issued by the World Anti-Doping Agency, or any other rules made pursuant to that Code, including the Sports Anti-Doping Rules issued by the Integrity Commission for Sport and Recreation or its predecessor Drug Free Sport New Zealand.

Applicable Member Organisations means all the TNZ Member Organisations of which the Club is a Member i.e. the Applicable LTP (if any), the Applicable RTO and TNZ.

Auditor means an individual, independent of the Club, who is a qualified auditor under the Financial Reporting Act 2013.

CAS means the Court of Arbitration for Sport. This is an institution independent of any sports organization which provides for services in order to facilitate the settlement of sports-related disputes through arbitration or mediation by means of procedural rules adapted to the specific needs of the sports world.

Casual Vacancy is a vacancy which arises when a Committee Member does not serve their full term of office.

Committee means the Committee of the Club as described in Rule 5.2, and for the period specified, the Committee in transition under Rule 19.3, unless specified otherwise.

Constitution means this constitution, including any amendments unless stated otherwise.

Contact Details means a physical or electronic address and a telephone number.

Day means any day of the week (including a Saturday, Sunday, and a public holiday).

Financially Current means the Member has fully paid its Membership Fees and other fees to the Club by the due dates or in accordance with any agreed payment plan.

General Meeting means an Annual General Meeting (AGM) or Special General Meeting (SGM) of the Club.

Life Member means a person who has been granted life or honorary membership (or the equivalent) of the Club.

Major Transaction has the same meaning as this term is given in sections 129(2) to (3) of the Companies Act 1993, where the reference to a company means the Club.

Majority means a majority (50% +1) of the votes properly cast by those entitled to be, and who are present (in accordance with this Constitution) and entitled to vote.

Member means an individual who is a member of the Club under Rule 3.

Membership means being a Member of the Club, the Applicable LTP (if any), Applicable RTO and TNZ unless the context requires otherwise.

Member Management System means an online or electronic system into which Membership and personal information is collected by the Club (in accordance with this Constitution) for membership purposes and used to provide required information to the National Database.

Misconduct includes, but is not limited to, conduct (whether in person, online or otherwise) by an individual who:

- a. uses any profane, indecent or improper language at any event, function or activity of the Club or any Applicable Member Organisation, or whilst on the property of the Club or any Applicable Member Organisation;
- b. engages in offensive or insulting behaviour towards the Club or any Applicable Member Organisation, or any individual acting for or on behalf of the Club, at any time or place;
- c. has breached any Rule or provision of any applicable Constitution, Regulation etc. , or reasonable direction, or any applicable decision of any body with proper jurisdiction:
- d. has acted in a manner unbecoming of a Member, or which has brought or could bring the Club into disrepute, or has damaged the rights or interests of the Club and its Members

National Database means the online database management system established by TNZ which holds Membership and personal information about Members of, and other individuals involved or connected with, TNZ and its Member Organisations,

Officers and **Club Officer** means the President, Committee Members, [insert other positions are in decision making role] and any other individual defined as an Officer under the Act and **Officer** means any one of the Officers.

Resolution Outside of a Meeting means a decision of the Voting Members made in the manner described in Rule 10.24 and **Resolutions Outside of Meetings** has the same meaning.

Reviewer means a person independent of the Club who is a qualified auditor under the Financial Reporting Act 2013.

RTO means a **Regional Tennis Organisation** which is a Member of TNZ as described in the TNZ Constitution.

Rules means any rules, codes, standards, resolutions, decisions, policies and procedures made by the Committee and the Boards of the Applicable Member Organisations as applicable.

Rules of Tennis means the rules of Tennis as approved by the International Tennis Federation, as amended from time to time.

Special Majority means a motion or resolution passed by two-thirds (2/3rd) (rounded up to the nearest whole number) of the votes properly cast by Voting Members present and entitled to vote at a General Meeting, or Committee Members at a Committee meeting, (as applicable).

Sports Tribunal means the Sports Tribunal of New Zealand established by Sport NZ and continued under the Sports Anti-Doping Act 2006.

Tennis means the racket sport played either individually against a single opponent (singles) or between two (2) teams of two (2) players each (doubles) on a court, as defined in the rules of Tennis. It may also include any complementary formats of tennis such as pickle ball, Padel, beach tennis, e-sports as decided by TNZ.

TNZ means Tennis New Zealand Incorporated (# 215373) and, where relevant, includes its officers, board members, employees, contractors and agents.

TNZ Constitution means the constitution of TNZ (including any amendments made from time to time).

TNZ Member Organisation means any member organisation that is a member of TNZ as defined in the TNZ Constitution.

TNZ Regulations means the regulations of TNZ (including any amendments made from time to time) as defined in the TNZ Constitution.

[insert name of Applicable RTO] and **Applicable RTO** means [insert full legal name of the RTO] (# insert registration number) and where relevant, includes its officers, board members, employees, contractors and agents.

[insert name of Applicable LTP] and **Applicable LTP** means [insert full legal name of the LTP] (# insert registration number) and where relevant, includes its officers, board members, employees, contractors and agents.

20.2 Interpretation: In this Constitution:

- a. words using the singular includes the plural and vice-versa;
- b. any reference to legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of that legislation;
- c. any agreement includes that agreement as modified, supplemented, novated or substituted from time to time;
- d. any obligation not to do something includes an obligation not to suffer, permit, or cause that thing to be done;
- e. a reference to an individual means a natural person and includes the legal and personal representatives, successors and permitted assignees of that person;
- f. a reference to a person includes bodies corporate, unless stated otherwise;
- g. references to periods of time or notices, exclude the days on which they are given;
- h. headings and the contents page are for reference only and are to be ignored in interpreting this Constitution; and
- i. a reference to “in writing” includes words visibly represented, copied or reproduced including by email or online.

20.3 Notices:

- a. Subject to any other notice provision in this Constitution, any notice or other communication required to be given under this Constitution shall be in writing and will be given:
 - i. if to a Member, to the address (which may include physical, email or other address) specified in their Contact Details;
 - ii. if to the Club, to [insert email] or by post to the Club’s registered office set out on the Register of Incorporated Societies.

b. A notice is deemed to have been received:

- i. if given by post, when left at the address of an individual or five (5) working Days (as defined in the Legislation Act 2019) after being put in the post;
- ii. if given by email upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt); or
- iii. if posted on the Club's website; at the date and time it is posted;

provided that any notice or communication received, deemed received or posted after 5pm on a working Day, or on a day which is not a working Day, will be deemed not to have been received until the next working Day.