



“Tennis Northern Region Incorporated”

Constitution

Commencement Date

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Modified

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Note – words used in this Constitution are defined at the end of the Constitution in Rule 25.

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Tennis Northern Region Incorporated

Constitution

Part I – Objects & Powers

1. Name and Registered Office

- 1.1 The name of the incorporated society is Tennis Northern Region Incorporated (Tennis Northern Region).
- 1.2 The registered office of Tennis Northern Region shall be at such place in the Region as determined by the Centre Board.

2. Objects

- 2.1 The objects of Tennis Northern Region are to:
- a. Be the body in the Northern region (“the Region”) to promote, develop, enhance and protect the sport of tennis mainly as an amateur sport for the recreation and entertainment of the general public in the Region;
 - b. Develop opportunities, programmes and facilities to enable, encourage and enhance the participation, enjoyment and performance in tennis in the Region and in Tennis Northern Region's activities;
 - c. Establish, promote and stage regional and other tennis competitions and events in the Region including determining the rules for such competitions and events;
 - d. Seek and promote the membership of Tennis Northern Region by assisting and developing the Member Clubs;
 - e. Be the representative of the Members in the Region for Tennis NZ and to liaise with other Regional Centres in New Zealand;
 - f. Encourage and promote tennis as an activity in the Region that promotes the health and safety of all participants and that respects the principles of fair play and is free from doping;
 - g. Give and seek recognition for Members to obtain awards or public recognition for their services to tennis in the Region;

- h. Act in good faith and loyalty with its Members to ensure the maintenance and enhancement of tennis in New Zealand including its standards, quality and its reputation for the collective and mutual benefit of Tennis NZ, Tennis Northern Region, the other Regional Centres and its Members;
- i. Seek, maintain and enhance the reputation of tennis through the development of rules, standards and practices that fulfil these objects;
- j. Promote mutual trust and confidence among Tennis NZ, Tennis Northern Region, the other Regional Centres and its Members and at all times to act on behalf of, and in the interests of, the Members and tennis in New Zealand;
- k. Undertake and implement the objects of Tennis Northern Region in a manner that is consistent with the objects of Tennis NZ and compliant with the Tennis NZ Constitution.

3. Powers and Responsibilities

3.1 **Powers:** Subject to Rule 3.2, Tennis Northern Region has the power to:

- a. Make, alter, rescind, enforce this Constitution, and any rules, regulations, policies and procedures that it determines for the governance, management and operation of Tennis Northern Region;
- b. Determine, implement and enforce disciplinary, disputes and appeal rules, regulations, and any policies and procedures including sanctions and penalties and other rules, regulations, policies and procedures applicable to its Members that comply with the principles of natural justice;
- c. Determine its membership including withdrawing, suspending or terminating Members;
- d. Purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, sell or otherwise deal with property and other rights, privileges and licences;
- e. Control and raise money including borrow, invest, loan or advance monies and secure the payment of such money by way of mortgage or charge over all or part of any of its property and enter into guarantees;
- f. Sell, lease, mortgage, charge or otherwise dispose of any property of Tennis Northern Region and grant such rights and privileges over such property as it considers appropriate;

- g. Determine, raise and receive money by subscriptions, donations, fees, levies, entry or usage charges, sponsorship, government funding, community funding or otherwise;
- h. Produce, develop, create, license and otherwise exploit use and protect the Intellectual Property of Tennis Northern Region;
- i. Enter into, manage and terminate contracts or other arrangements with employees, sponsors, Members and other persons and organisations;
- j. Make, alter, rescind and enforce rules of competition;
- k. Organise and control competitions, events and programmes in the Region;
- l. Select regional representative tennis players, squads and teams;
- m. Delegate powers of Tennis Northern Region to the Centre Board, a committee or any sub-committee or any person;
- n. Establish, maintain and have an interest in corporate or other entities to carry on and conduct all or any part of the affairs of Tennis Northern Region and for that purpose to utilise any of the assets of or held on behalf of Tennis Northern Region;
- o. Purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, incorporated societies or organisations whose activities or objects are similar to those of Tennis Northern Region or with which Tennis Northern Region is authorised to amalgamate or generally for any purpose designed to benefit tennis in the Region;
- p. Do any other acts or things that are incidental or conducive to the attainment of the objects of Tennis Northern Region.

3.2 Tennis Northern Region will not utilise any of the above powers in a manner that is inconsistent with or contrary to the Tennis NZ Constitution.

3.3 **Responsibilities:** Tennis Northern Region is responsible for promoting, developing, enhancing and protecting the sport of tennis in the Region and in particular for:

- a. Assisting and developing the Member Clubs and its other members to achieve the objects of Tennis NZ and the objects of Tennis Northern Region in the Region;
- b. Arranging and implementing tennis tournaments, competitions, events and activities in the Region;
- c. Delivering national Tennis NZ strategic initiatives in the Region;
- d. Arranging and servicing regional and local forums for the development of national and regional strategies;

- e. Securing regional funding and sponsorship for the activities in the Region after consultation with Tennis NZ in order to minimise conflict, or potential conflict, with any national funding or sponsorship being sought or secured by Tennis NZ;
- f. Establishing and maintaining a Centre Board;
- g. Managing tennis facilities within its jurisdiction in the Region; and
- h. Facilitating the administration of coaching, refereeing and other game officials in the Region.

3.4 **Obligations:** Tennis Northern Region has obligations to Tennis NZ as set out in the Tennis NZ Constitution.

Part II – Membership

4. **Members**

4.1 The members of Tennis Northern Region shall be:

- a. Tennis Associations as described in Rule 5;
- b. Member Clubs as described in Rule 6;
- c. Life Members as described in Rule 7;
- d. Any other category or categories of membership of Tennis Northern Region determined from time to time by the Delegates at a General Meeting by Special Resolution **provided that** such membership is not inconsistent with the Tennis NZ Constitution.

5. **Tennis Associations**

5.1 **Existing Associations:** Any Tennis Associations that:

- a. on 1 December 2006 was a financial member of Tennis NZ;
- b. is most closely situated, or is convenient, to Tennis Northern Region; and
- c. agreed to become a part of Tennis Northern Region before the commencement of this Constitution,

shall be deemed to be a member of the Regional Centre until [30 June 2008], or such other date as agreed by the Tennis NZ Board.

5.2 Any Existing Tennis Associations referred to in rule 5.1 that wish to remain as a member of Tennis Northern Region after [30 June 2008] (or such other date agreed to by the Tennis NZ Board) must:

- a. enter into an Association Agreement with the Centre Board by no later than [30 June 2008] or such other date as agreed by the Tennis NZ Board, and.
- b. pay any fees due to Tennis Northern Region by the due date.

Any Existing Tennis Associations that fail to complete these requirements by the due dates shall cease to be a member of Tennis Northern Region.

5.3 **New Associations:** The Centre Board may, upon written application, accept an application for membership from three or more Member Clubs to form a new Association, or to replace an Association, as a member of Tennis Northern Region. The Centre Board may also accept an application from any Existing Tennis Associations that failed to meet the requirements in rule 5.2, to become an Association. The approval of any such application may be made with conditions.

5.4 **Responsibilities:** Each Association will be responsible for promoting, developing, enhancing and protecting the sport of tennis in their Association Area as specified in the Association Agreement and in particular for:

- a. Supporting Tennis Northern Region in assisting and developing the Member Clubs in their Association Area;
- b. Arranging and implementing tennis tournaments, competitions, events and activities in the Association Area;
- c. Delivering national and regional Tennis NZ and Tennis Northern Region strategic initiatives in its Association Area;
- d. Managing tennis facilities within their power and control in the Association Area; and
- e. Facilitating the administration of coaching, refereeing and other game officials in the Association Area.

5.5 **Obligations:** Each Association shall:

- a. Act autonomously but cooperatively with the Centre Board and the other Members in the Region in pursuit of the objects of Tennis NZ and Tennis Northern Region and in compliance with this Constitution and the Centre Regulations;
- b. Have a constitution that is:
 - i. consistent with the Tennis NZ Constitution and this Constitution,

- ii. substantially in accordance with the template Tennis Association Constitution issued by Tennis NZ ,and
 - iii. contains the minimum requirements set out in the Tennis NZ Regulations.
- c. Be named as approved by the Centre Board and use such trademarks, logo and other livery as specified in the Centre Regulations;
 - d. Be an incorporated society registered under and in compliance with the Act including maintaining registration;
 - e. Have as its members, Member Clubs and any other members it considers appropriate **provided that** such membership is consistent with this Constitution;
 - f. Have its financial year ending on 30 April and accounting policies that are the same as Tennis NZ and Tennis Northern Region and which are compliant with GAAP;
 - g. Ensure that any sub-associations of the Association are either wound up by [30 June 2008] or become sub-committees of the Association committee so that in all respects the management of the sub-association is the responsibility of the Association (although the day-to-day matters may be delegated to the sub-committee);
 - h. Comply with the terms and conditions of the Association Agreement, including any variations agreed to it from time to time;
 - i. Appoint a Delegate annually to attend General Meetings and other forums and, if requested by any one or more of its Member Clubs, to vote on their behalf at General Meetings;
 - j. At all times act for and on behalf of the interests of Tennis NZ, Tennis Northern Region, the Association, its Members and tennis in New Zealand;
 - k. Act in good faith and with loyalty to Tennis NZ, Tennis Northern Region, the other Members in the Region to ensure the maintenance and enhancement of Tennis NZ, its standards, quality and reputation for the collective and mutual benefit of its Members and tennis in New Zealand;
 - l. Do all that is reasonably necessary to enable the objects of Tennis NZ, the objects of Tennis Northern Region and the objects of the Association to be achieved;
 - m. Not do or permit to be done any act or thing that might adversely affect or derogate from the standards, quality and reputation of tennis in New Zealand;
 - n. Not acquire a private advantage at the expense of Tennis NZ, Tennis Northern Region, or any other Member in the Region unless otherwise agreed with that organisation; and

- o. Operate with mutual trust and confidence among Tennis NZ, Tennis Northern Region, and the other Members in the Region.

5.6 **Constitution:** Each Association shall on request provide to the Centre Board a copy of its constitution and any proposed amendments to it as set out in the Centre Regulations. The Centre Board may require an Association to amend its constitution, or any rule or proposed rule within it, if it does not comply with, or is inconsistent or in conflict with, the Tennis NZ Constitution, Tennis NZ Regulations, and/or this Constitution or the Regulations.

5.7 **Centre Board Intervention:** The Centre Board may intervene in the governance, management or operations of an Association in whatever manner it considers appropriate, (including appointing a person or persons to act in place of the Association Committee), if, either following its or the Tennis NZ Board's enquiries or upon request by the Association, the Tennis NZ Board or the Centre Board considers the Association:

- a. Is having significant administrative, operational or financial difficulties; or
- b. Has breached a substantial term of any written agreement entered into between it and Tennis Northern Region and has been given a reasonable opportunity to remedy such breach in accordance with such agreement; or
- c. Has less than 15 members or is struck off from the register of Incorporated Societies; or
- d. Takes, or has taken against it, any action or proceedings to wind up, dissolve or liquidate it (unless for the purposes of amalgamation); or
- e. Enters into a compromise or arrangement with its creditors, other than a voluntary liquidation for the purpose of amalgamation with another Association; or
- f. A mortgagee or other creditor takes possession of any of its assets;

and the Tennis NZ Board and/or Centre Board (as the case may be) considers that to do so is in the best interests of Tennis Northern Region and tennis in New Zealand.

6. **Member Clubs**

6.1 **Continuing Member:** Subject to Rule 6.2, every tennis club that was a member of a Tennis Association in the Region as at 1 December 2006 shall be deemed to be a member of Tennis Northern Region, as a Member Club.

6.2 **Member of Tennis Northern Region:** Each Member Club shall remain as a member of Tennis Northern Region if:

- a. its former Tennis Association (or sub-association) has become a part of Tennis Northern Region in accordance with the Tennis NZ Constitution, the Tennis NZ Regulations and this Constitution;

- b. any membership fees are paid to Tennis Northern Region by the Member Club; and
 - c. it takes such steps as required under this Constitution in accordance with the Centre Regulations.

- 6.3 **New Member Clubs:** A group of individuals who wish to form a new Member Club in the Region shall apply to the Centre Board. Such application shall be determined by the Centre Board in accordance with this Constitution.

- 6.4 **Membership of Tennis Association:** A Member Club may become a member of a Tennis Association in the Region (in accordance with the Association's Constitution) if the Member Club is situated in the Association's Area, but is not required to do so.

- 6.5 **Club Constitution:** Each Member Club shall, on request, provide to Tennis Northern Region a copy of its constitution and any proposed amendments to it. The Centre Board may request a Member Club to amend its constitution if it, or any rule or proposed rule within it, does not comply with, or is inconsistent or in conflict with the Tennis NZ Constitution, the Tennis NZ Regulations, this Constitution or the Regulations.

- 6.6 **Club Register of Members and Participants:** Each Member Club shall maintain a register of its members in the format determined by the Tennis NZ Board. Each Member Club shall submit to Tennis Northern Region by 15 April in each year, the names and category of membership of each of their members who are registered with, and have paid all fees owing to the Club as at 31 March. In addition, if requested by the Tennis NZ Board, each Member Club shall submit to Tennis Northern Region, by a specified date annually, the details of any participants in tennis at the Club, who are not members of the Club, for the purposes of a national database of all tennis participants.

- 6.7 **Club Obligations:** In addition to the obligations as a Member (Rule 10), each Member Club must:
 - a. Administer, promote and develop tennis in the Club in accordance with the objects of Tennis NZ and the Objects of Tennis Northern Region;
 - b. Be an incorporated society registered under and in compliance with the Act including maintaining registration;
 - c. Have as its members, players, officials and any other members it considers appropriate provided that such membership is consistent with this Constitution;
 - d. Appoint a delegate to represent the Member Club at General Meetings, provided that if the Member Club is a member of a Tennis Association in the Region, it may authorise a Delegate appointed by the Association to represent and vote in accordance with its interests at General Meetings on behalf of one or more Member Clubs.

- e. Have a constitution that is consistent with this Constitution;
- f. Act in good faith and loyalty with Tennis NZ, Tennis Northern Region and its Members to ensure the maintenance and enhancement of tennis for the collective and mutual benefit of Tennis NZ, Tennis Northern Region, the Member Club and their respective members;
- g. Promote mutual trust and confidence among Tennis NZ, Tennis Northern Region, any Tennis Associations, the other Member Clubs and their respective Members and at all times act on behalf of, and in the interests of, its Members;
- h. Do all that is reasonably necessary to enable the objects of Tennis NZ, the objects of Tennis Northern Region, the objects of the Tennis Association (if the Member Club is a member of such Association) and the objects of the Member Club to be achieved;
- i. Not do or permit to be done any act or thing that might adversely affect or derogate from the standards, quality and reputation of tennis in New Zealand;
- j. Not acquire a private advantage at the expense of Tennis New Zealand, Tennis Northern Region, any Tennis Associations or other Member Clubs, unless otherwise agreed; and
- k. Operate with mutual trust and confidence among Tennis NZ, Tennis Northern Region, any Tennis Associations, the other Member Clubs and the Members.

6.8 **Centre Board Intervention:** The Centre Board may assist or intervene in the governance, management or operations of a Member Club in whatever manner it considers appropriate upon request by the Member Club's committee (including appointing a person or persons to act in place of the committee of the Member Club) if the Centre Board considers the Member Club::

- a. Is having significant administrative, operational or financial difficulties; or
- b. Has breached a material term of any agreement entered into between Tennis Northern Region and the Member Club; or
- c. Is struck off the register of Incorporated Societies; or
- d. Takes, or has taken against it, any action or proceedings to wind up, dissolve or liquidate it (unless for the purposes of amalgamation); or
- e. Enters into a compromise or arrangement with its creditors, other than a voluntary liquidation for the purpose of amalgamation with another Member Club; or
- f. A mortgagee or other creditor takes possession of any of its assets;

and the Centre Board considers that to do so is in the best interests of Tennis Northern Region, the Member Club and tennis in New Zealand

7. Life Members

- 7.1 Life membership may be granted in recognition and appreciation of outstanding service by a person for the benefit of Tennis in the Northern Region. Any person may be nominated for life membership of Tennis Northern Region but must be nominated by either the Centre Board, a Tennis Association in the Region or a Member Club. Such nomination must be made to the Chief Executive in writing setting out the grounds for the nomination and in accordance with Rule 15.5. Life membership of such nominee is only obtained following a unanimous resolution of the Centre Board (which shall be acknowledged at the next available Annual General Meeting).”
- 7.2 Every person who prior to the commencement of this Constitution was awarded the distinction of Life Member by Tennis North Harbour and Northland Tennis shall be deemed to be a Life Member.

8. Member Entitlements and Obligations

- 8.1 **Obligations:** Members acknowledge and agree that:
- a. This Constitution constitutes a contract between each of them and Tennis Northern Region and they are bound by this Constitution and the Regulations;
 - b. They shall comply with and observe this Constitution and the Regulations and any determination, resolution or policy that may be made or passed by the Centre Board;
 - c. They are subject to the jurisdiction of Tennis Northern Region in the Region;
 - d. This Constitution and Regulations are necessary and reasonable for promoting the objects of Tennis Northern Region;
 - e. This Constitution and Regulations are made in the pursuit of a common object, namely the mutual and collective benefit of Tennis Northern Region, and its Members and the game of tennis; and
 - f. They are entitled to all benefits, advantages, and privileges conferred by this Constitution.

- 8.2 **Payment of Fees:** In order to receive or continue to receive entitlements Members must meet all requirements of membership set out in this Constitution or as otherwise set by the Centre Board including payment of any membership or other fees within a required time period.
- 8.3 **Failure to Pay Fees:** The failure by a Member to comply with Rule 8.2 may result in withdrawal of entitlements as determined by the Centre Board but shall not excuse such Member from being bound by this Constitution.
- 8.4 **Entitlements:**
- a. Member Clubs are entitled to:
 - i. Participate in the activities of Tennis Northern Region subject at all times to being eligible for, and complying with, the terms and conditions of such activities;
 - ii. Receive notices and papers and be able to attend (at their cost), speak and vote at General Meetings via a Delegate of the Member Club or a Delegate from its Tennis Association, and in accordance with the Regulations.
 - b. Tennis Associations that are Members of Tennis Northern Region are entitled to:
 - i. Participate in the activities of Tennis Northern Region subject at all times to being eligible for, and complying with, the terms and conditions of such activities;
 - ii. Receive notices and papers and be able to attend (at their cost) and speak at General Meetings via a Delegate of each Association. In addition a Tennis Association in the Region may vote via its Delegate at a General Meeting if it is authorised to do so on behalf of one or more of its Member Clubs.
- 8.5 Life Members are not required to pay any membership fee and they are also entitled to such other benefits (if any) as determined by the Centre Board. Life Members may attend (at Tennis Northern Region's cost) and speak at General Meetings but shall have no voting rights.

9. Termination of Membership

- 9.1 **Resignation:** A Member may resign its membership of Tennis Northern Region by giving one month's notice in writing to the Centre Board. Upon the expiration of the notice period and provided that the Member has paid all arrears of membership fees due and payable by the Member, the member shall cease to be a Member.
- 9.2 **Default in Fees:** A Member shall have its membership of Tennis Northern Region terminated if any fees (including Membership Fees) or other payments to Tennis Northern Region are due and outstanding. Before such termination can occur the Centre Board must give the Member written notice specifying the payment(s) due and demanding payment by a due date, being not less than seven (7) days from the date of the demand. If payment is not made by the date of demand, membership shall be suspended pending payment. If such suspension continues for more than three months, the Member shall have their membership automatically terminated on the expiry of such period.
- 9.3 **Discipline:** If the Centre Board considers that a Member has:
- a. Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations or any resolution or determination of the Centre Board or any duly authorised committee of the Centre Board; or
 - b. Acted in a manner unbecoming of a Member or prejudicial to the Objects or the interests of Tennis Northern Region and/or tennis; or
 - c. Brought Tennis Northern Region, or any other Member or tennis into disrepute;

(collectively referred to in this rule as a "breach")

it may suspend, take such other steps as it considers appropriate (including the imposition of a fine) or terminate its status as a Member and establish, appoint or deem another Member Club(s) or Tennis Associations in the Region (as the case may be) to be the Member Club or Tennis Association for the area formerly governed by the Member being suspended or terminated, provided that before doing so the Centre Board shall:

- i. Give written notice to the committee of the Member Club or Tennis Association (as the case may be) of the alleged breach in Rule 9.3a to c; and
- ii. Give the committee of the Member Club or Tennis Association (as the case may be) a reasonable opportunity to make submissions regarding the alleged breach; and
- iii. Give the committee of the Member Club or Tennis Association (as the case may be) a reasonable opportunity (as determined by the Centre Board) to remedy the breach, if in the Centre Board's opinion it is capable of being remedied.

- 9.4 **Suspension:** If a Member is suspended from membership of Tennis Northern Region the Member concerned shall:
- a. Not be entitled to attend, speak at or vote at a General Meeting;
 - b. Not be entitled to continue to hold office in any position within Tennis NZ, Tennis Northern Region, an Affiliate, any other Regional Centre, a Tennis Association or a Member Club;
 - c. Not be entitled to any other privileges or benefits to which it/they would otherwise be entitled including participation in any tournament, activity or event of Tennis NZ, Tennis Northern Region, an Affiliate, any other Regional Centre, a Tennis Association and any Member Club;

until such time as the suspension is revoked by the Centre Board.

- 9.5 **Effect of Termination:** A Member that ceases to be a Member of Tennis Northern Region shall forfeit all rights in and claims upon Tennis NZ and Tennis Northern Region and its property and shall not use any property of Tennis NZ or Tennis Northern Region including Intellectual Property. Where a Member that is terminated is a Tennis Association or a Member Club it shall also cease all rights to be present or represented at a General Meeting of Tennis Northern Region.
- 9.6 Membership that has been terminated by Tennis Northern Region may only be reinstated at the discretion of the Members at a General Meeting.

10. **Register of Members**

- 10.1 The Chief Executive shall keep and maintain a Register of Members in accordance with the Act.
- 10.2 Each Member Club shall supply by 15 April each year the details of its Members in accordance with this Constitution and at any other time changes to such Member details that are notified to it.
- 10.3 The collection of any personal information for the Register of Members shall comply with the Privacy Act 1993.
- 10.4 Any entry on the Register of Members shall be available for inspection by Members upon reasonable request and in compliance with the Privacy Act 1993.

- 10.5 If requested by the Tennis NZ Board, and/or the Centre Board, each Member Club shall supply to Tennis Northern Region by a specified date annually, the details of those participants in tennis in the Club, who are not members of the Club, for the purposes of a national database of all tennis participants. Any such database must comply with Regulations relating to it, and comply with the Privacy Act.

11. Membership and Other Fees

- 11.1 The Centre Board shall annually:
- a. Recommend for approval at the AGM, any membership fees payable by Member Clubs and/or Tennis Associations in the Region;
 - b. Determine any other fees payable by Members at tournaments, competitions, interclub, events and activities held by or under the auspices of Tennis Northern Region; and
 - c. Determine the due date for payment of such fees; and
 - d. Determine the manner for payment of such fees.
- 11.2 Each Member Club and Tennis Association in the Region shall annually determine membership and other fees for its Members including any fees payable for tournaments, competitions, events and activities held by or under their auspices, which fees may be in addition to any fees determined by the Tennis NZ Board under the Tennis NZ Constitution and the Centre Board under Rule 11.1 of this Constitution.
- 11.3 Each Member Club and Tennis Association in the Region shall pay to Tennis Northern Region such amount or portion, as determined by the Centre Board, of any fees payable by the Members to Member Clubs and the Tennis Associations in the Region, to Tennis Northern Region.
- 11.4 The Tennis NZ Board may investigate, and if it considers appropriate, request a Member Club or Tennis Association in the Region to alter the nature and/or amount of any fees specified in Rules 11.2.
- 11.5 During the period from the date this Constitution comes into force until 31 December 2007 (being the Transition Period), each Tennis Association in the Region shall remain liable for the membership fees due and owing to Tennis NZ under the Tennis NZ Constitution, unless the Tennis Associations in the Region have become a member of the Tennis Northern Region during the Transition Period in which case Tennis Northern Region shall be liable for such fee.

Part III – Officers and Centre Board

12. **Officers**

- 12.1 The officers of Tennis Northern Region shall be:
- a. the Patron; and
 - b. the Centre Board.
- 12.2 The Patron shall be invited by the Centre Board to be the Patron. The Patron shall be entitled to attend and speak at General Meetings but shall have no right to vote.

13. **Centre Board**

13.1 **Role of the Centre Board:**

- a. The Centre Board shall be responsible for governing Tennis Northern Region and, subject to this Constitution, may exercise all the powers of Tennis Northern Region and do all things that are not expressly required to be undertaken by Tennis Northern Region at a General Meeting.
- b. The Centre Board shall, through clearly-defined delegations of authority, delegate to the Chief Executive the day-to-day management of the business and affairs of Tennis Northern Region.

13.2 **Composition of the Centre Board:** Except for the Inaugural Centre Board (Rule 13.7), the Centre Board shall comprise of:

- a. Four (4) persons elected under Rule 13.5 (Elected Centre Board Members);
- b. Four (4) persons appointed under Rule 13.4 (Appointed Centre Board Members).

The Chief Executive shall not be a Centre Board Member but shall attend Centre Board meetings in accordance with Rule 14.3.

13.3 **Centre Board Appointments Panel**

- a. The Centre Board shall appoint a Centre Board Appointments Panel:
 - i. No later than 90 days before the AGM in any year in which vacancies on the Centre Board will occur at the conclusion of such AGM; and
 - ii. At any other time a casual vacancy in the Centre Board arises that is required to be filled under this Constitution.
- b. The Centre Board Appointments Panel shall be independent of the Centre Board and shall be responsible for:

- i. Identifying and inviting suitable candidates to apply for appointment as an Appointed Centre Board Member;
 - ii. Advertising and inviting members of the public to apply for appointment as an Appointed Centre Board Member;
 - iii. Assessing candidates who have made an application for appointment as an Appointed Centre Board Member, including undertaking such enquiries and holding interviews and meetings as it sees fit;
 - iv. Determining which candidates are to be appointed as Appointed Centre Board Members;
 - v. Receiving and assessing the nominees from Tennis Associations and Member Clubs in the Region for election as Elected Centre Board Members at a General Meeting, including undertaking such enquiries and holding interviews and meetings as it sees fit;
 - vi. Recommending to the General Meeting at which any vacancy in the position/s of Elected Centre Board Member arises, the nominee or nominees whom the Panel considers would best suit the position, for consideration by those present and entitled to vote at a General Meeting;
 - vii. Such other related matters as set out in the Regulations.
- c. In determining the Appointed Centre Board Members and recommending persons to be Elected Centre Board Members, the Centre Board Appointments Panel shall appoint or recommend based on merit and in so doing shall take into account the following factors about the candidate or nominee:
- i. their prior experience as a director, trustee or in any other governance role;
 - ii. their knowledge of, and experience in, the sport of tennis at international, national, regional and/or local level in New Zealand;
 - iii. their occupational skills, abilities and experience;
 - iv. their knowledge of, and experience in, sport generally;
 - v. the need for conflicts of interest to be minimised; and
 - vi. the need for a wide range of skills and experience on the Centre Board including skills in commerce, finance, marketing, law or business generally.

- d. The Centre Board Appointments Panel shall comprise:
 - i. The Chairperson of Tennis Northern Region, or if he or she is seeking re-election to the board, the Deputy Chairperson or another Centre Board Member (not seeking re-appointment or re-election to the Centre Board) as determined by the Centre Board;
 - ii. A Centre Board Member not seeking re-appointment or re-election to the Centre Board;
 - iii. A person appointed by a Regional Sports Trust in the Region who is independent of Tennis Northern Region and who is suitably skilled, qualified and/or experienced to carry out the functions of the Centre Board Appointments Panel, taking into account the skills, qualifications and experience of the other Panel members.
- e. No member of the Centre Board Appointments Panel may seek appointment or nomination as a Centre Board Member, while a member of the Panel.
- f. The members of the Centre Board Appointments Panel shall determine from amongst themselves who will be the Panel's convenor.
- g. The quorum for a meeting of the Centre Board Appointments Panel shall be three (3) members.
- h. The Centre Board Appointments Panel shall meet as and when required and in any manner (including meetings using technology) as it thinks fit.
- i. Any decision of the Centre Board Appointments Panel regarding the appointment of Appointed Centre Board Members and the persons to be recommended to the delegates to be Elected Board Members must be unanimous.
- j. The person or persons responsible for appointing a member as specified in Rule 13.3d shall fill any vacancy that arises in the membership of the Centre Board Appointments Panel.

13.4 **Appointed Centre Board Members**

- a. Except for the Inaugural Board, the Appointed Centre Board Members shall be appointed by the Centre Board Appointments Panel.
- b. The Centre Board Appointments Panel shall call for applications for any Appointed Centre Board Member positions that due to the expiry of their term of office are to be vacated at an AGM.
- c. Applicants for positions as Appointed Centre Board Members may not hold any official position (whether paid or unpaid) in Tennis Northern Region, any Tennis

Association in the Region or any Member Club if they are appointed as a Centre Board Member, and if they do hold such a position at the time of application they shall undertake to resign from such position if subsequently appointed as a Centre Board Member;

- d. The Centre Board Appointments Panel shall undertake its responsibilities as set out in Rule 13.3b(i)-(iv) and by no later than 42 days prior to the AGM notify the Chief Executive of the Appointed Centre Board Members who are to assume office at the conclusion of the AGM. The Chief Executive shall notify the Tennis Associations in the Region and the Member Clubs of the Appointed Centre Board Members no later than 30 days prior to the AGM.

13.5 **Elected Centre Board Members:** Subject to this Constitution, the Elected Centre Board Members shall be elected in accordance with the following process:

- a. The Chief Executive shall advise the Members of the number of Elected Centre Board Member positions that, due to the expiry of their term of office, are to be vacated at an AGM at least 30 days prior to the AGM;
- b. Nominations for Elected Centre Board Members may only be made by Tennis Associations in the Region and Member Clubs and shall be in the approved form as set out in the Regulations and received at the registered office of Tennis Northern Region not less than 21 days before the date set for the AGM;
- c. For avoidance of doubt, nominees for positions as Elected Centre Board Members may hold official positions in (except as employees of) Tennis Associations in the Region and/or Member Clubs if they are elected as a Centre Board Member **provided that** Rule 13.15 (and in particular Rule 13.15g) shall apply if any conflict of interest arises in respect of any such Centre Board Member.
- d. Upon receipt of any nominations for vacancies for the positions of Elected Centre Board Member/s, the Chief Executive shall refer the nominations to the Centre Board Appointments Panel;
- e. The Centre Board Appointments Panel shall undertake its responsibilities as set out in Rule 13.3b(v)-(vi) and by no later than 10 days prior to the AGM notify the Chief Executive of the nominee or nominees whom it considers would best suit the vacant positions of Elected Centre Board Members, for consideration at the General Meeting.
- f. Upon receipt of the recommendations of the Centre Board Appointments Panel, and no later than 7 days prior to the AGM, the Chief Executive shall notify the Members of the Panel's recommendation/s to fill the Elected Centre Board Member positions at the General Meeting.

- g. Having considered the Centre Board Appointments Panel's recommendations, the Elected Centre Board Members shall be determined from amongst the valid nominations received by the Chief Executive by Ordinary Resolution at the General Meeting at which the recommendation was made.

13.6 **Eligibility:** The following persons shall not be eligible for appointment, or election or to remain in office, as a Centre Board Member:

- a. **Bankrupt:** a person who has been adjudged 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 under section 111 of the Insolvency Act;
- b. **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or has served the sentence imposed on them;
- c. **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or has served the sentence imposed on them;
- d. **Disqualified Director:** 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 section 199K or section 199L or section 199N of the Companies Act 1955 or under section 382 or section 383 or section 385 of the Companies Act 1993;
- e. **Property Order:** a person who is subject to a property order made under section 30 or section 31 (lacking in competence to manage own affairs) of the Protection of Personal and Property Rights Act 1988;

and if any of the above events occur to an existing Centre Board Member, they shall be deemed to have vacated their office upon such event.

13.7 **Inaugural Centre Board:** The Inaugural Centre Board established upon the commencement of this Constitution shall be comprised as follows:

- a. **From commencement of Constitution to 2008 AGM:** For the period from the date this Constitution comes into force until the conclusion of the Annual General Meeting held in 2008, the Inaugural Centre Board shall comprise:
 - i. the seven (7) members of the Tennis North Harbour Board, five (5) of whom were elected, and two (2) of whom were appointed, prior to the commencement of this Constitution. For the purposes of this Constitution these Board Members shall be deemed to be Elected Centre Board Members and Appointed Centre Board Members respectively; and

- ii. one (1) person appointed or elected by Northland Tennis, who shall be deemed to be an Elected Centre Board Member for the purposes of this Constitution. The term of office for this Centre Board Member shall expire at the conclusion of the 2008 Annual General Meeting but the person may be re-appointed or re-elected as a Centre Board Member in accordance with Rule 13.7b.

- b. **From 2008 AGM:** From the conclusion of the Annual General Meeting held in 2008 for the periods set out in Rule 13.7c, the Inaugural Centre Board shall comprise of four (4) Elected Centre Board Members and four (4) Appointed Centre Board Members as follows:
 - i. Three (3) of the five (5) Elected Centre Board Members referred to in Rule 13.7a, shall remain in office as Elected Centre Board Members. The two (2) Elected Centre Board Members whose terms of office would otherwise have expired under the previous constitution of Tennis North Harbour, shall retire from office, but may be re-appointed or re-elected as Elected Centre Board Members or Appointed Centre Board Members in accordance with Rules 13.4 and 13.5..
 - ii. The two (2) Appointed Centre Board Members referred to in Rule 13.7a shall remain in office as Appointed Centre Board Members.
 - iii. At the Annual General Meeting held in 2008, one (1) person shall be elected as an Elected Centre Board Member. Rule 13.5a to c shall apply to the nomination and election of this Elected Centre Board Member, and the Centre Board Appointments Panel shall not be involved in considering the nominations or making recommendations to the Delegates in respect of this position. The Elected Centre Board Member shall be determined from amongst the valid nominations received by the Chief Executive by Ordinary Resolution at the Annual General Meeting.
 - iv. The Centre Board shall appoint two (2) Appointed Centre Board Members at the first meeting of the Inaugural Centre Board following the Annual General Meeting held in 2008.

- c. **Term of Office of Inaugural Centre Board Members:** Subject to Rules 13.9 (Vacancy) and 13.10 (Casual Vacancy) and Rule 13.11 (Removal), the Inaugural Centre Board Members referred to in Rule 13.7b shall remain in office for a period of between one(1) to three(3) years from the conclusion of the Annual General Meeting held in 2008 as determined by the schedule of rotation set out in Rule 13.8. Thereafter the terms of office for Centre Board Members and the procedure for electing and appointing Centre Board Members shall be in accordance with this Constitution.
- 13.8 **Term of Office:** Subject to Rule 13.7, (Inaugural Centre Board), Rule 13.10 (Casual Vacancy) and Rule 13.11 (Removal), the term of office for all Centre Board Members shall be three (3) years, commencing at the conclusion of the General Meeting at which their appointment is made or effective, and expiring at the conclusion of second AGM after their appointment **provided that** the term of office may be less than three years as determined by the Board to ensure that at least two Board Member positions are vacated in each year. A Centre Board Member may be re-elected or re-appointed to the Centre Board. With effect from the conclusion of each AGM, a least two of the existing Centre Board Members (as determined by the Board) shall retire by rotation but shall be eligible for nomination and re-appointment or re-election. Prior to each AGM the Centre Board shall supply the Chief Executive (who shall advise the Delegates) a schedule of the order of retirement of Centre Board Members by rotation. The Centre Board shall decide on the method of establishing such order of rotation by agreement, and failing agreement by lot. A Board Member may not serve more than two (2) consecutive terms of office. However, a Board Member may serve a further term or terms after retirement of one year.
- 13.9 **Vacancies:** If there is a casual vacancy on the Centre Board and the AGM for that year is scheduled for a date being less than six months from the date the vacancy arises, the remaining Centre Board Members may appoint a person of their choice to fill the vacancy for the balance of the term, or the Centre Board may leave the vacancy unfilled until the AGM for that year. If the AGM for that year is scheduled for a date being six months or longer from the date the casual vacancy arose, the following process shall apply:
- a. If the vacancy is for an Appointed Centre Board Member's position, it shall be filled by the Centre Board Appointments Panel in accordance with the procedure in Rule 13.4 provided that the appointment shall take effect immediately upon notification to the Centre Board Member concerned; and/or
 - b. If the vacancy is for an Elected Centre Board Member's position, it shall be filled in accordance with the procedure in Rule 13.5, with any modifications necessary as to timing as the Centre Board considers appropriate.
- 13.10 A casual vacancy arises if:
- a. A Centre Board Member resigns from office prior to the expiry of their term of office;

- b. A Centre Board Member dies;
 - c. A Centre Board Member is removed under Rule 13.11;
 - d. A Centre Board Member is absent from more than two successive meetings unless leave of absence is granted by the Chairperson; or
 - e. Any of the circumstances in Rule 13.6 arise.
- 13.11 **Removal of Centre Board Member:** The Members in an SGM called for this purpose by the Members or the Centre Board may, by Special Resolution, remove any Centre Board Member before the expiration of their term of office.
- 13.12 Upon the Chief Executive receiving a request for an SGM for the purpose of removing a Centre Board Member, the Chief Executive shall send the notice to the Centre Board Member concerned in addition to the persons specified in Rule 15.9.
- 13.13 Following notification under Rule 15.9 and before voting on the resolution to remove a Centre Board Member, the Centre Board Member affected by the proposed resolution shall be given the opportunity prior to and at the SGM to make submissions in writing and/or orally to the Centre Board and the persons entitled to be present at the General Meeting about the proposed resolution.
- 13.14 **Chairperson:** At its first meeting following the AGM, the Centre Board must elect a Chairperson and Deputy Chairperson from amongst its number. The role of a Chairperson is to chair meetings of the Centre Board and General Meetings and to represent the Centre Board. By virtue of his or her appointment as Chairperson, he or she also holds the office of President. In the event of the unavailability of the Chairperson for any reason, then the Deputy Chairperson shall undertake the Chairperson's role during the period of unavailability.
- 13.15 **Duties of Centre Board Members:** The duties of each Centre Board Member are to:
- a. Act in good faith and in what the Centre Board Member believes to be the best interests of Tennis Northern Region at all times;
 - b. Exercise the powers of the Centre Board for proper purposes;
 - c. Act, and ensure Tennis Northern Region acts, in accordance with this Constitution;
 - d. Not agree to, nor cause or allow, the activities of Tennis Northern Region being carried on in a manner likely to create a substantial risk of serious loss to Tennis Northern Region's creditors;
 - e. Not agree to Tennis Northern Region incurring any obligations unless the Centre Board Member believes at that time on reasonable grounds that Tennis Northern Region will be able to perform the obligations when it is required to do so;

- f. Exercise the care, diligence and skill that a reasonable Centre Board Member would exercise in the same circumstances taking into account, but without limitation, the nature of Tennis Northern Region, the nature of the decision and the position of the Centre Board Member and the nature of the responsibilities undertaken by the Centre Board Member;
- g. If the Centre Board Member is interested (as defined in section 139(1) of the Companies Act 1993) in a transaction or proposed transaction of Tennis Northern Region, disclose to the Centre Board the nature and extent of such interest as soon as the Centre Board Member becomes aware of the fact that he or she has such interest. Such interest shall also be recorded on the Centre Board's interests register;
- h. Take such other steps as determined by the Centre Board in respect of any interest specified in Rule 15.5g which may include, without limitation, abstaining from deliberations and/or any vote regarding such interest;
- i. Not disclose information that the Centre Board Member would not otherwise have available to him or her other than in their capacity as a Centre Board Member, to any person, or make use of or act on the information except:
 - i. For the purposes of Tennis Northern Region;
 - ii. As required by law; and
 - iii. To persons, or for the reasons, specified in sections 145(2) and 145(3) of the Companies Act 1993.
- j. Regularly attend Centre Board Meetings and General Meetings of Tennis Northern Region.

13.16 **Powers of the Centre Board:** Without limiting the generality of the Centre Board's powers to carry out the Objects of Tennis Northern Region as it considers necessary, the Centre Board shall have the specific powers to carry out the following duties:

- a. To appoint a Chief Executive and enter into a contract with such remuneration and on such terms and conditions as the Centre Board thinks fit;
- b. To adopt clearly defined delegations of authority from the Centre Board to the Chief Executive and to confirm delegation from the Chief Executive;
- c. To adopt and regularly review a strategic plan for Tennis Northern Region that must be consistent with the strategic plan of Tennis NZ, and that must include goals and objectives for tennis in the Region and measures for short and long term success;

- d. To deliver national Tennis NZ strategic initiatives in the Region;
- e. To adopt and regularly review an annual plan and budget for financial performance and to monitor results against the annual plan and budget;
- f. To facilitate regional and local forums for Tennis Northern Region, and its Members, in addition to General Meetings;
- g. To assist and develop the Member Clubs in their Region;
- h. To arrange and implement tennis tournaments, competitions, events and activities in the Region;
- i. To secure funding and sponsorship for the activities in the Region;
- j. To manage tennis facilities within its jurisdiction in the Region;
- k. To facilitate the administration of coaching, refereeing and other game officials in the Region;
- l. To work with any members of any Affiliates in the Region so as to act collectively in the interests of the game of tennis in the Region;
- m. To make, repeal and amend any Regulations, policies and procedures as it thinks necessary for the management of Tennis Northern Region or to fulfil its objects including rules and regulations relating to Member Clubs, discipline, disputes and appeals, and such other matters as it thinks fit;
- n. To make, repeal and amend rules for the regulation and control of any tournaments or events under its jurisdiction including conditions of entry;
- o. To establish such subcommittees as it considers appropriate and to delegate such powers and responsibilities as it considers appropriate. The Chairperson or their nominee shall have the right to attend any meeting of any sub-committee;
- p. To control expenditure and raise any money to fulfil the objects of Tennis Northern Region;
- q. To determine the criteria and procedures to apply in respect of the appointment of coaches, selectors, managers and other members of regional tennis squads and teams;
- r. To ensure that Tennis Northern Region has in place all the necessary internal reporting systems and controls together with the means of monitoring performance and results;
- s. To open and operate in the name of Tennis Northern Region such banking accounts as deemed necessary;

- t. To regularly agree performance indicators and standards with management;
- u. To establish such corporate and other entities to carry on and conduct all or any part of the affairs of Tennis Northern Region or to enter into any agreement for sharing revenue or for the mutual assistance with any person or persons or body corporate that it may seem to the Centre Board is capable of directly or indirectly benefiting Tennis Northern Region;
- v. To co-opt, engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Centre Board;
- w. To determine the yearly calendar for local tournaments, events and competitions in the Region;
- x. To appoint and administer an Audit Committee, a Judiciary Committee and such other committees as it considers appropriate;
- y. To discipline Members as specified in this Constitution and the Regulations including holding an enquiry or appointing a person or persons to hold an enquiry into and imposing such penalty as it thinks fit in case of misconduct by any team, player or official while under the direct control of Tennis Northern Region or for such other reason as the Centre Board shall decide;
- z. To fill any casual vacancy on the Centre Board as specified in this Constitution;
- aa. To appoint two delegates to attend general meetings of Tennis NZ;
- bb. To call SGMs;
- cc. To resolve and determine any disputes or matters not provided for in this Constitution; and
- dd. To review its own processes and effectiveness.

13.17 **Centre Board Meetings:** Centre Board meetings may be called at any time by the Chairperson or two (2) Centre Board Members but generally the Centre Board shall meet at regular intervals agreed by the Centre Board. Except to the extent specified in this Constitution the Centre Board shall regulate its own procedure.

13.18 **Quorum:** The quorum for a Centre Board meeting, including the Inaugural Centre Board, shall be five (5) Centre Board Members.

13.19 **Voting:** Each Centre Board Member shall have one vote at Centre Board meetings. In the event of a deadlock, the Chairperson shall have an additional casting vote. Voting shall be by voices or, upon request of any Centre Board Member, by a show of hands or by a ballot. Proxy and postal voting is not permitted.

- 13.20 **Resolutions:** A resolution in writing signed or consented to by e-mail, facsimile or other forms of visible or other electronic communication by a majority of the Centre Board shall be valid as if it had been passed at a meeting of the Centre Board. Any such resolution may consist of several documents in the same form each signed by one or more of the Centre Board.
- 13.21 **Meetings using Technology:** Any Centre Board Member may participate in any meeting of the Centre Board and vote on any proposed resolution at a meeting of the Centre Board without being physically present. This may only occur at meetings by telephone, through video conferencing, facilities or by other means of electronic communication provided that prior notice of the meeting is given to all Centre Board Members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by a Centre Board Member in this manner at a meeting shall constitute the presence of that Centre Board Member at that meeting.
- 13.22 **Expenses:** The Centre Board may, by majority vote, reimburse its Centre Board Members for their actual and reasonable expenses incurred in the conduct of Tennis Northern Region's business. Prior to doing so the Centre Board must establish a policy to be applied to the reimbursement of any such expenses.
- 13.23 **Matters Not Provided For:** If any situation arises that, in the opinion of the Centre Board, is not provided for in the Regulations, policies or procedures of Tennis Northern Region, the matter will be determined by the Centre Board.

14. **Chief Executive**

- 14.1 There shall be a Chief Executive of Tennis Northern Region who shall be employed for such term and on such conditions as the Centre Board may determine.
- 14.2 The Chief Executive shall be under the direction of the Centre Board and shall be responsible for the day-to-day management of the affairs of Tennis Northern Region in accordance with the Regulations, policies and procedures of Tennis Northern Region and within such constraints as may be imposed by the Centre Board.
- 14.3 The Chief Executive shall attend all Centre Board meetings unless otherwise required by the Centre Board, but shall have no voting rights.

Part IV – General Meetings

15. **Meetings of Members**

- 15.1 **AGM:** Tennis Northern Region must hold an AGM once every year at such time, date and place as the Centre Board determines.

- 15.2 **SGMs:** Any other General Meetings of the Members shall be Special General Meetings.
- 15.3 **Member Forums:** In addition to General Meetings, the Centre Board shall convene at least one forum for Members annually to contribute and be consulted on matters of importance to Tennis NZ, Tennis Northern Region and tennis in New Zealand including major strategic directions. Such forum/s may be held simultaneously with a General Meeting.
- 15.4 **Notice of AGM:** The Chief Executive must give at least 60 days' notice in writing to all Centre Board Members, Tennis Associations in the Region, the Member Clubs, and Life Members of the AGM. The notice shall set out:
- a. the date, time and venue for the AGM;
 - b. the date and time by which notification of the Delegate(s) for the AGM must be received by the Chief Executive; and
 - c. the closing date/s for nominations for any elections, proposed motions and other items of business to be submitted to the Chief Executive.
- 15.5 **Notice of AGM Business:** Not less than thirty (30) days before the date set for the AGM, any nominations for any elections, proposed motions and other items of business must be received in writing by the Chief Executive from Tennis Associations in the Region, Member Clubs, and the Centre Board.
- 15.6 **Business of AGM:** The following business shall be discussed at each AGM:
- a. The receipt from the Centre Board of a report and audited statement of financial position and statement of financial performance for the preceding financial year;
 - b. The election of any Elected Centre Board Members and/or Life Members of Tennis Northern Region;
 - c. The appointment of the auditor
 - d. The determination of the membership fee, if any, payable to Tennis Northern Region by the Members;
 - e. Any motion or motions proposing to alter this Constitution;
 - f. Any other motions or matters, including general business, that have been properly submitted for consideration at the AGM.
- 15.7 **Agenda:** An agenda containing the business to be discussed at an AGM (as set out in Rule 15.6) shall be forwarded by the Chief Executive to the Centre Board, Tennis Associations in the Region, Member Clubs, and Life Members by no later than twenty one (21) days before the date of the General Meeting. Any additional items of business not listed on the agenda may only be discussed by agreement of the majority of those persons entitled to vote at the meeting.

15.8 **SGM:** The Chief Executive must call a Special General Meeting (SGM) upon a written request from:

- a. The Centre Board; or
- b. Five (5) or more Member Clubs.

The written request for a SGM must state the purpose for which the SGM is requested. The SGM must only deal with the business for which the SGM is requested.

15.9 **Notice of SGM:** Not less than thirty (30) days written notice must be given by the Chief Executive to the Centre Board, Tennis Associations in the Region, Member Clubs and Life Members for an SGM which notice shall include:

- a. The date, time and venue and/or the manner in which the meeting is to be held;
- b. The date and time by which notification of the Delegate(s) for the SGM must be received by the Chief Executive; and
- c. The proposed motion or motions that have been properly submitted for consideration including any motion or motions proposing to alter this Constitution.

15.10 **Minutes:** Minutes shall be kept of all General Meetings and made available upon request by any Member.

15.11 **Errors:** Any irregularity, error or omission in notices, agendas and relevant papers of General Meetings or the omission to give notice within the required time frame or the omission to give notice as specified in Rules 15.4 and 15.9 and any other error in the organisation of the meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:

- a. The Chairperson in his or her discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission; and
- b. A motion to proceed is put to the meeting and carried by Special Resolution.

15.12 **Quorum:** No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to commence as set out in the notice of meeting. The quorum for a General Meeting shall be such number of Delegates necessary to hold 51% of the votes. The quorum must be present at all times during the meeting. If a quorum is not obtained within half an hour of the intended commencement time of the General Meeting, then the General Meeting shall be adjourned to such other day, time and place as determined by the Centre Board and if no quorum is obtained at the stage of such further General Meeting, then the persons present at that further General Meeting are deemed to constitute a valid quorum.

- 15.13 **Chairperson:** The Chairperson of the Centre Board shall preside at the General Meeting. If the Chairperson is unavailable or unwilling to chair the meeting, then the Deputy Chairperson of the Centre Board shall preside and in the absence of both of those persons, then such other person entitled to be present at the General Meeting, as determined by the Centre Board, shall be the chairperson of the General Meeting.
- 15.14 **Delegates:** Each Member Club shall elect or appoint one Delegate to represent it at General Meetings. In addition, each Tennis Association in the Region shall appoint a Delegate to attend General Meetings. The Tennis Association Delegate shall, if authorised to do so on behalf of one or more Member Clubs in the Association Area, also be the Delegate for such Member Clubs. No Centre Board Member or employee of Tennis Northern Region may act as a Delegate of a Member Club or a Tennis Association. The names of the Delegates shall be forwarded in writing to the Chief Executive by a date and time determined by the Centre Board prior to the commencement of each General Meeting. If an appointed Delegate is not available to attend a General Meeting, the Tennis Association or Member Club, as applicable, may appoint an Alternate Delegate, provided that the name of such Alternate Delegate is notified in writing to the Chief Executive prior to the commencement of the relevant General Meeting.
- 15.15 **Attendees:** In addition to Centre Board Members and Delegates, any individual Member of a Member Club, is entitled to and may, at their expense, attend a General Meeting. Such Members are entitled to speak at General Meetings with the prior agreement of the Chairperson, but shall not be entitled to vote. In addition other persons including employees, contractors and advisors to Tennis Northern Region may attend and speak at General Meetings with the permission of the Chairperson.
- 15.16 **Voting:** Unless otherwise required by this Constitution:
- a. An Ordinary Resolution shall be sufficient to pass a resolution;
 - b. Each Member Club shall be entitled to one vote for every member of the Member Club as specified on the Register of Members in accordance with Rules 6.6 and 10.2 of this Constitution **provided that** the Member Club has paid any fees due to Tennis Northern Region. Tennis Associations in the Region shall have no entitlement to vote unless one or more of its Member Clubs have authorised a Delegate appointed by the Associations to vote on their behalf. In this situation, the Association Delegate shall be entitled to the number of votes that the Member Club/s would have been entitled to, had they been represented via a Delegate individually;
 - c. Voting shall generally be conducted by voices or by show of hands or by such other voting mechanism as determined by the Chairperson of the meeting so as to identify the voting entitlement, unless a secret ballot is requested by the Chairperson or a Delegate;

- d. On a show of hands, or other voting mechanism as determined in accordance with Rule 15.16c, a declaration by the Chairperson is conclusive evidence of the result, provided that the declaration reflects the show of hands or other voting mechanism used;
- e. Elections of Elected Centre Board Members at an AGM must be undertaken by secret ballot except where:
 - i. There are the same number of nominations as positions available; or
 - ii. There are insufficient nominations and after calling for further nominations from the floor at the AGM there are still insufficient or the same number of nominations for positions available, then those persons who have been nominated shall be declared elected;
- f. Proxy votes shall be permitted provided they comply with the proxy voting procedure set out in the Centre Regulations;
- g. If an urgent matter or matters arise (as determined by the Centre Board), or where the Members have agreed at a previous General Meeting to do so for a specific purpose, a General Meeting may be held by telephone, through video conferencing facilities or by other means of electronic communication (but excluding email) provided that prior notice of the meeting is given to all persons entitled to vote at a SGM, and that all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by persons entitled to vote at a SGM in this manner at a meeting shall constitute the presence of that person at that meeting;
- h. In the event of equality of votes at a General Meeting, the Chairperson shall have an additional or casting vote;
- i. In the event that a secret ballot is called, two scrutineers must be appointed at the General Meeting to count the votes.

Part V – Miscellaneous

16. Discipline, Disputes and Appeals

- 16.1 **Centre Judiciary Committee:** The Centre Board shall establish a Centre Judiciary Committee which shall consist of not less than three (3) persons appointed annually by the Centre Board. The Centre Board shall appoint a Chairperson from one of the members appointed to the Centre Judiciary Committee. No Centre Board Member is eligible to sit on the Centre Judiciary Committee.

- 16.2 The Centre Judiciary Committee shall hear and determine all matters relating to appeals regarding misconduct and disputes arising out of:
- a. Events held by or under the auspices of Tennis Northern Region; and
 - b. Any Tennis Northern Region policy or regulation,
- including imposing penalties, as set out in the Regulations.
- 16.3 **Disputes:** In the event of any other dispute arising between any Member and/or between a Member or Members and the Centre Board involving a matter that falls outside the jurisdiction of either Tennis NZ or the Centre Judicial Committee, the parties shall:
- a. endeavour to negotiate a resolution of the dispute by themselves or with the assistance of professional advisors; and failing that,
 - b. endeavour to agree on a resolution of the dispute by attending mediation; and failing that,
 - c. either party may refer the dispute to the Tennis NZ Board (or any sub-committee appointed by it) for determination by it in accordance with its Regulations.
- 16.4 **Appeals:** Subject to this Constitution, any Member (or other party) who or which wishes to appeal a decision of the Centre Judiciary Committee where the Member has exhausted their rights of appeal within this Constitution, and/or the Regulations, may appeal to the Tennis NZ Judiciary Committee. The Tennis NZ Regulations shall apply to any such appeal.

17. **Rules of Tennis**

The rules of the game of tennis shall be the Rules of Tennis as set down and interpreted from time to time by the ITF (and subject to any variations for New Zealand as permitted by ITF). The Rules of Tennis shall be observed by Tennis Northern Region, and all Members and all matters relating to the game of tennis in New Zealand shall be carried out in accordance with such Rules.

18. **Finances**

- 18.1 Unless otherwise determined by the Centre Board the financial year of Tennis Northern Region shall end on the 30st day of April.
- 18.2 Statements of financial position and financial performance shall be audited each year and the audited accounts shall be submitted to the AGM. The auditors shall be appointed at each AGM.

- 18.3 The Centre Board is responsible for the receipt and banking of all monies received by Tennis Northern Region. All funds of Tennis Northern Region shall be paid to a bank account(s) in the name of Tennis Northern Region and the bank account(s) must be operated in accordance with the policy determined by the Centre Board.
- 18.4 The Centre Board must ensure correct accounting records are kept. The accounting records of Tennis Northern Region must be kept at the office of Tennis Northern Region or at such place as the Centre Board may determine and must be open to inspection by Members at such reasonable times agreed by the Centre Board.

19. Common Seal

- 19.1 The common seal of Tennis Northern Region shall be kept in the control of the Centre Board and may be affixed to any document only by resolution of the Centre Board and in the presence of and with the accompanying signatures of the Chairperson and the Deputy Chairperson, and in the absence of either of those, then of another Centre Board Member.

20. Alterations of Constitution

- 20.1 This Constitution may only be altered, added to or rescinded by a Special Resolution passed at a General Meeting.
- 20.2 No alteration, addition to or revision of this Constitution shall be approved if it affects the not for profit objects, personal benefit prohibition or the winding up rules of Tennis Northern Region. This Rule must not be removed from this Constitution and must be included in any alteration, addition to or revision of this Constitution.

21. Prohibition on Personal Benefits

- 21.1 No person shall be entitled to derive or otherwise receive any income, benefit or advantage from Tennis Northern Region where that person is able to determine or materially influence the amount or nature of that income, benefit or advantage, provided that any person who renders professional services to Tennis Northern Region shall be entitled to be paid all usual and reasonable professional business and trade charges for work done for Tennis Northern Region.
- 21.2 Any such income paid or benefit or advantage conferred must be reasonable and relative to that which would be received in an arms length transaction (being the open market value). This Rule 21 and its effect must not be removed from this Constitution and must be included in any alteration, addition to or revision to this Constitution.

22. Regulations

- 22.1 Subject to Rule 22.2, the Centre Board may make, repeal and amend such Regulations as it thinks appropriate including Regulations relating to Tennis Associations in the Region, Member Clubs, discipline, disputes and appeals, and such other matters as it thinks fit **provided that** it must regulate matters that further the objects of Tennis Northern Region and that are in accordance with the powers of Tennis Northern Region as set out in this Constitution.
- 22.2 The Centre Board shall consult the Tennis Associations in the Region and Member Clubs regarding any Regulation it proposes to promulgate and provide them with a reasonable opportunity to consider, and have input into, any proposed Regulation before it is finally promulgated by the Centre Board.
- 22.3 A regulation may be revoked by Special Resolution of the Delegates at a Special General Meeting called for this purpose, provided that such revocation shall not be applied retrospectively.

23. Winding Up

- 23.1 Tennis Northern Region must be wound up if Tennis Northern Region, at a General Meeting of its Members, passes a Special Resolution requiring Tennis Northern Region to be wound up and the resolution is confirmed by Special Resolution at a subsequent General Meeting called for that purpose and held not earlier than 60 days after the date that the resolution so to be confirmed is passed.
- 23.2 If upon the winding up or dissolution of Tennis Northern Region there remains after the satisfaction of all its debts and liabilities any property whatsoever, the property shall not be paid to or distributed among the Members of Tennis Northern Region but shall be given or transferred to some other organisation, or body having objects similar to the objects of Tennis Northern Region, or to some other charitable organisation or purpose within New Zealand.

24. Indemnity

- 24.1 Tennis Northern Region shall indemnify every member of the Centre Board, the Chief Executive and other officers and employees of Tennis Northern Region in respect of all liability arising from the proper performance of their functions connected with Tennis Northern Region.

25. Interpretation

25.1 **Definitions:** The words and phrases used in this Constitution shall mean as follows:

the Act means the Incorporated Societies Act 1908, including any amendments to it.

Affiliate means a Member of Tennis NZ as specified in the Tennis NZ Constitution.

AGM means the Annual General Meeting of Tennis Northern Region.

Appointed Centre Board Member means a Centre Board Member appointed under Rule 13.4.

Association has the same meaning as **Tennis Association**

Association Agreement means a written agreement entered into between the Centre Board and a Tennis Association in the Region that wishes to be a Member of Tennis Northern Region that sets out the basis on which the Association will be a member of, relate to, and function with Tennis Northern Region, in accordance with the Tennis NZ Transitional Regulations.

Association Area means the geographical area in the Region in which the Association functions as described in the Association Agreement.

Centre Board means the Centre Board of Directors of Tennis Northern Region appointed and elected under Rule 13.

Centre Board Member means a member of the Centre Board including Elected Centre Board Members and Appointed Centre Board Members.

Chairperson means the chairperson of the Centre Board determined under Rule 13.14.

Chief Executive means the Chief Executive of Tennis Northern Region appointed under Rule 14.

Delegate means a person elected or appointed to represent a Member Club as specified in Rule 15.14.

Elected Centre Board Member means a Centre Board Member elected under Rule 13.5.

GAAP means generally accepted accounting practices.

General Meeting means an AGM or a SGM.

Intellectual Property means all rights or goodwill in copyright, names, trade marks (or signs), devices, logos, designs, patents or service marks relating to Tennis Northern Region or any event, tournament or any competition or tennis activity or programme of or conducted, promoted or administered by Tennis Northern Region.

ITF means the International Tennis Federation Limited.

Life Member means a person who has been granted life membership of Tennis Northern Region under Rule 7.

Member means and includes all classes of members of Tennis Northern Region as specified in Rule 4.

Member Club means a tennis club that is a member of Tennis Northern Region.

Northland Tennis means Tennis Northland Incorporated.

Ordinary Resolution means a resolution passed by a majority of votes properly cast.

Patron means the person who is appointed patron of Tennis Northern Region under Rule 12.

Region means the geographical area determined by Order in Council (and notified in the New Zealand Gazette) comprising of, and/or as described in the relevant Plans of, the Far North District Council, Kaipara District Council, Whangarei District Council, Rodney District Council, and the North Shore City Council, and as amended from time to time.

Regional Centre means a Centre established under the Tennis NZ Constitution which has certain powers and functions as delegated under it and unless specified otherwise includes Tennis Northern Region.

Regional Sports Trust means one of the 17 charitable trusts registered in New Zealand, known as regional sports trusts, which deliver programmes and activities that seek to increase the level of physical activity of people living in the region, and include the regional sports trusts in the Region known as Sport Northland and Sport North Harbour.

Register of Members means the register in which details of Members are held by Tennis NZ and Tennis Northern Region as specified in Rule 10.

Regulations means the regulations of Tennis Northern Region established and amended from time to time by the Centre Board.

Rules means these rules and "Rule" shall have a corresponding meaning.

Rules of Tennis means the rules of the game of tennis as determined and published by the ITF.

SGM means a Special General Meeting.

Special Resolution means a resolution passed by two thirds of the votes cast.

Tennis Association ,also referred to as an **Association**, means an association that as at 1 December 2006 was a member of Tennis NZ as a District Association (as defined in the previous constitution of Tennis NZ), and for avoidance of doubt expressly excludes Affiliates.

Tennis Northern Region means Tennis Northern Region Incorporated.

Tennis NZ means Tennis New Zealand Incorporated and, where relevant, also means New Zealand Tennis Incorporated, as it was previously named prior to the commencement of the Tennis NZ Constitution.

Tennis NZ Board means the board of directors of Tennis NZ appointed and elected under the Tennis NZ Constitution.

Tennis NZ Constitution means the constitution of Tennis NZ as amended from time to time.

Tennis NZ Regulations means the regulations of Tennis NZ as amended from time to time.

25.2 **Construction:** In this Constitution:

- a. a gender includes all other genders;
- b. the singular includes the plural and vice-versa;
- c. any reference to legislation includes a modification or re-enactment of, legislation enacted in substitution of, or a regulation, order-in-council or other instrument from time to time issued or made under, that legislation;
- d. any agreement includes that agreement as modified, supplemented, novated or substituted from time to time;
- e. a reference to persons includes bodies corporate;
- f. a reference to a “day” means any day of the week and is not limited to working days, unless specified otherwise;
- g. a reference to a person includes the legal personal representatives, successors and permitted assigns of that person;
- h. headings and the contents page are for reference only and are to be ignored in construing this Constitution.