

**TENNIS NORTHERN REGION  
INCORPORATED**

Incorporated Society No. 223159

**Constitution**

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# TENNIS NORTHERN REGION INCORPORATED

## CONSTITUTION

### PART I - NAME, PURPOSES AND POWERS

#### 1. Name

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The name of the society is Tennis Northern Region Incorporated (“Tennis Northern”).

#### 2. Purposes

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The purposes of Tennis Northern are to administer, promote, develop, protect and, together with its Members, deliver the sport of Tennis mainly as an amateur sport for the recreation and entertainment of the general public in the Region including by:

- 2.1 being the regional tennis organisation responsible for Tennis in the Region;
- 2.2 encouraging, promoting participation, and providing education opportunities in Tennis throughout the Region through its Member Organisations, schools and other organisations; and by delivering Services and Programmes (including National Approved Programmes);
- 2.3 delivering Tennis competitions, tournaments, and other Tennis events in the Region, including with its Member Organisations and other Regional Tennis Organisations (RTOs) in its Regional Collective Area;
- 2.4 with other RTOs in its Regional Collective Area, implementing programmes to support the development of Tennis players to represent the Regional Collective Area and to compete and succeed in Tennis nationally;
- 2.5 enforcing the Rules of Tennis and establishing and enforcing other rules and regulations governing Tennis;
- 2.6 encouraging and promoting Tennis as a sport, and Tennis Northern and Tennis New Zealand (TNZ) as organisations, which protect and promote the safety and wellbeing of participants; have integrity including high standards of conduct; and respect the principles of fair play;
- 2.7 leading, promoting and enabling Diversity, Equity and Inclusion in the governance, management, and participation in, Tennis throughout the Region;
- 2.8 give and seek recognition for Members to obtain awards or public recognition for their services to tennis in the Region;
- 2.9 managing tennis facilities within its jurisdiction in the Region;
- 2.10 facilitating the administration of coaching, refereeing and other game officials in the Region;
- 2.11 maintaining membership of TNZ, and representing the views of Tennis in the Region to TNZ and to other RTOs;
- 2.12 acting in good faith and loyalty with TNZ, Member Organisations and their Members to maintain and improve Tennis throughout New Zealand including their standards, quality and reputation for their collective and mutual benefit; and

- 2.13 promoting mutual trust and confidence between TNZ, Tennis Northern and their Members, and at all times acting on behalf of, and in the interests of, the Members and Tennis in the Region.

### **3. Capacity and Powers**

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- 3.1 Powers: Subject to Rule 3.2, Tennis Northern has within the Region the full capacity, rights, powers and privileges to carry out or undertake, but is not limited to, any of the following activities:
- 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;
  - 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 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, leverage, and protect the Intellectual Property of Tennis Northern;
  - 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 to the Tennis Northern 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 and for that purpose to utilise any of the assets of or held on behalf of Tennis Northern;
  - 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 or with which Tennis Northern is authorised to amalgamate or generally for any purpose designed to benefit tennis in the Region; and

- p. do any other acts or things that are incidental or conducive to the attainment of the objects of Tennis Northern.

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

## **PART II - MEMBERSHIP**

### **4. Categories of Members**

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The Members of Tennis Northern are:

4.1 The following Voting Members:

- a. Local Tennis Partners (LTPs) (as described in Rule 5); and
- b. Clubs (as described in Rule 6).

4.2 The following Non-Voting Members:

- a. Local Affiliated Organisations (LAOs) (as described in Rule 7);
- b. Individual Members (as described in Rule 10); and
- c. Life Members (as described in Rule 11).

4.3 An entity can only be a Member Organisation in one Category of Membership at any one time.

### **5. Local Tennis Partners (LTPs)**

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5.1 **Criteria:** To become a Member of Tennis Northern and TNZ as a LTP, an entity shall:

- a. demonstrate that, together with Tennis Northern (by agreement), it provides reasonable support and services to each of the Clubs and LAOs in its geographical area;
- b. demonstrate that, together with Tennis Northern (by agreement), it has sufficient resources (including financial and human) as specified in the TNZ Regulations to enable it to carry out its obligations;
- c. demonstrate that it has sufficient governance capability, as specified in the TNZ Regulations;
- d. if it owns, manages or otherwise has control of any Tennis courts, permit its Members to have reasonable Access to any Tennis Courts and Associated Facilities of the LTP, in accordance with terms and conditions decided by it;
- e. if it owns, manages, or otherwise has control of any Tennis courts, demonstrate that the courts and associated facilities meet reasonable standards; and
- f. meet the additional criteria to become a Member Organisation in Rule 8.

5.2 **Application:** Subject to the transition requirements (Rule 52.2), an entity's application to become a Member as a LTP shall be made to the Tennis Northern's Board and evaluated against the criteria in Rule 5.1, and in accordance with the TNZ Constitution and Regulations. If Tennis Northern's Board is satisfied, in its discretion, that the entity meets the criteria, Tennis Northern shall enter into a written agreement with the applicant entity, (in accordance with Rule 5.1a and Rule 5.1b) and as specified in the TNZ Regulations, which agreement shall be satisfactory to the TNZ Board. The commencement of that agreement shall be conditional on the approval of the entity as a Member as a LTP by the Voting Members of Tennis Northern, either at a General Meeting or a Resolution Outside of a Meeting of Tennis Northern.

## 6. Clubs

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6.1 **Criteria:** To become a Member of the Applicable LTP (if any), Tennis Northern and TNZ as a Club, an entity shall:

- a. subject to the transition requirements (Rule 52.3), have a minimum of twenty (20) current Individual Members, (excluding Individual Casual Members);
- b. demonstrate that it delivers Services and Programmes for its Members;
- c. if it owns, manages or otherwise has control of any Tennis courts, permit its Members to have reasonable Access to any Tennis Courts and Associated Facilities of the Club, in accordance with terms and conditions decided by it;
- d. if it owns, manages or otherwise has control of any Tennis courts, demonstrate that the courts and associated facilities meet reasonable standards; and
- e. meet the additional criteria to become a Member Organisation in Rule 8.

6.2 **Application:** An application by an entity to become a Member as a Club shall be made to the Applicable Governing Member Organisation, which shall be:

- a. the Applicable LTP Board, if the entity is situated within the geographical area of an LTP;  
or
- b. if none, the Tennis Northern's Board,

following which the Board of the Applicable Governing Member Organisation shall, as soon as reasonably practicable, evaluate the application against the criteria in Rule 6.1, and in accordance with the TNZ Constitution and TNZ Regulations. If the Board of the Applicable Governing Member Organisation is satisfied, in its discretion, that the applicant entity meets the criteria to be a Club, the Board of the Applicable Governing Member Organisation shall recommend the approval of the entity as a Member by the Voting Members of the Applicable Governing Member Organisation, either at a general meeting or a resolution outside of a meeting.

## 7. Local Affiliated Organisations (LAOs)

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7.1 **Criteria:** To become a Member of Tennis Northern and TNZ as a LAO, an entity shall:

- a. be a Member of the Applicable National Affiliated Organisation (NAO) (if any);



- b. demonstrate that within its area of interest, it provides Services and Programmes or otherwise has an interest in Tennis, in a geographical area within the Applicable LTP's (if any), and if not, the Tennis Northern's Region; and
- c. meet the additional criteria to become a Member Organisation in Rule 8.

7.2 **Application:** An application by an entity to become a Member as a LAO shall be made to the board of the Applicable Governing Member Organisation and will be processed in the same manner as an application to be a Club under Rule 6.2.

## **8. Additional Criteria to become a Member Organisation**

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- 8.1 In addition to the criteria to become an LTP, Club or LAO in Rules 5 to 7 inclusive, an entity wishing to become a Member Organisation shall:
- a. be an incorporated entity registered in New Zealand in accordance with the law;
  - b. have a Member Management System approved by TNZ;
  - c. have a constitution (or equivalent governing document) that is compliant and consistent with this Constitution, Tennis Northern's Regulations and the constitutions and regulations of the Applicable Member Organisations;
  - d. operate within the geographical area decided by the Applicable Governing Member Organisation; and
  - e. meet such other criteria as specified in the TNZ Regulations.

## **9. Member Organisation Consent, Duration and Amalgamation**

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- 9.1 **Consent:** By making an application to be a Member as a Member Organisation, an applicant entity consents to become a Member of Tennis Northern and each of the Applicable Member Organisations.
- 9.2 **Duration of Membership:** For Member Organisations, Membership commences upon approval by the Tennis Northern Board or the Applicable Governing Member Organisation and payment of the Membership Fee; and continues indefinitely, unless its Membership ceases under this Constitution. The duration of Membership for Individual Members is specified in Rule 10.8.
- 9.3 **Amalgamation of Member Organisations:** If two or more Member Organisations wish to amalgamate with each other they need prior approval, from the board of the Applicable Governing Member Organisation, which shall be notified to TNZ.

## **10. Individual Members**

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- 10.1 **Criteria:** Any individual who is Eligible and wishes to become an Individual Member of Tennis Northern and the Applicable Member Organisations shall do so in accordance with this Constitution and the Tennis Northern Regulations.

- 10.2 **Application:** To become an Individual Member of Tennis Northern, an Eligible individual shall make an application, either:
- a. as part of, and at the same time as, making their application to be a Member of a Member Organisation, in accordance with Rule 10.3;
  - b. directly to Tennis Northern, in accordance with Rule 10.4; or
  - c. directly to TNZ, in accordance with the TNZ Constitution.
- 10.3 **Membership via a Member Organisation:** Applications for the Membership of Tennis Northern and TNZ shall be made via a Member Organisation by individuals who:
- a. wish to have Access to any Tennis Courts and Associated Facilities which are owned, managed, leased or otherwise under the control of a Member Organisation;
  - b. are the parents or guardians of the individuals in Rule 10.4a who are under 18 years of age as at the date of application;
  - c. are honorary or Life Members of a Member Organisation;
  - d. are Appointed Personnel of a Member Organisation;
  - e. are engaged by a Member Organisation to coach Tennis for the Member Organisation; or
  - f. otherwise wish to be a Member of a Member Organisation.
- 10.4 **Membership directly with Tennis Northern:** Applications for Membership of Tennis Northern shall be made directly to Tennis Northern by individuals who:
- a. wish to be a Member of Tennis Northern but who are not, and do not wish to be, an Individual Member of a Member Organisation and do not wish to have Access to any Tennis Courts and Associated Facilities which are owned, managed, leased or otherwise under the control of a Member Organisation;
  - b. wish to have Access to any Tennis Courts and Associated Facilities which are owned, managed, leased or otherwise under the control of Tennis Northern;
  - c. are Life Members of Tennis Northern; or
  - d. are Appointed Personnel of Tennis Northern.
- 10.5 **Process for Application:** An application for Individual Membership under Rule 10.3 or Rule 10.4 shall be made using a Member Management System approved by TNZ and in accordance with the TNZ Regulations.
- 10.6 **Consent:** By making an application for Membership an individual consents to becoming a Member of Tennis Northern and a Member of the Applicable Member Organisations.
- 10.7 **Admission as a Member:** An individual who has applied for Membership will be admitted to Membership of Tennis Northern and the Applicable Member Organisations, as follows:
- a. upon submitting a completed 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. submitting a completed application for them, as parent/guardian of the individual, to be a Member;
- c. approval of the application by the Applicable Governing Member Organisation in accordance with its constitution; and
- d. payment of the applicable Membership Fee(s).

#### 10.8 **Duration of Membership:**

- a. Individual Membership of the Applicable Member Organisations, commences upon admission as a Member under Rule 10.7 and continues, if Membership is obtained:
  - i. via a Member Organisation (under Rule 10.3), for the period specified in the Category of Membership selected by the individual when applying for Membership of the Applicable Governing Member Organisation in accordance with its constitution;
  - ii. directly with Tennis Northern (Rule 10.4) or TNZ, for 12 months from the date of admission;
  - iii. as a Life Member of Tennis Northern, for the life of the individual (subject to this Constitution); or
  - iv. as an Appointed Personnel of Tennis Northern or an Appointed Personnel of a Member Organisation, for the period of the individual's term of office as specified in this Constitution or the Member Organisation's constitution (as applicable).
- b. Membership will end before the expiry of the period in Rule 10.8a, if the individual's Membership ceases under Rule 21.
- c. If Membership by an Individual Member ends due to expiry (Rule 10.8a) or cessation (Rule 21), their Membership of each of the Applicable Member Organisations, and Tennis Northern will automatically end at the same time.

10.9 **Renewal of Membership:** To continue as a Member, each Individual Member shall renew their Membership in the manner and by the date specified by the Applicable Governing Member Organisation, unless the Membership is granted for life. Such renewal shall include paying any applicable Membership Fees in the manner provided by the Applicable Governing Member Organisation (as applicable). If Membership lapses, a new application for Membership of a Member Organisation, or TNZ, is required either in accordance with Rule 10.3 or Rule 10.4.

### 11. **Tennis Northern Life Members**

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- 11.1 **Criteria:** Tennis Northern Life Membership may be granted by the Voting Delegates at an AGM to any individual who is Eligible to be a Member in recognition and appreciation of outstanding service by a person for the benefit of Tennis in the Region.
- 11.2 **Process:** Any person may be nominated for life membership of Tennis Northern but must be nominated by either the Tennis Northern Board, a LTP or a Club. Such nomination must be made to the Chief Executive in writing setting out the grounds for the nomination and in

accordance with Rule 38.5. Life membership of such nominee is only obtained following a unanimous resolution of the Tennis Northern Board (which shall be granted by the Voting Delegates at the next available AGM).

## **12. Members' General Obligations**

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### **12.1 All Members:** Each Member:

- a. is bound by, and shall comply with this Constitution, the Tennis Northern Regulations and rules, codes, standards, resolutions, decisions, policies and procedures, made by the Tennis Northern Board;
- b. is bound by, and shall comply with, the constitution, regulations, rules, codes, standards, resolutions, decisions, policies and procedures of the board or equivalent committee of the Applicable Member Organisations;
- c. is subject to the jurisdiction of Tennis Northern and the Applicable Member Organisations including their respective disputes and disciplinary procedures;
- d. shall comply with, and if a Member Organisation enforce, the Rules of Tennis, tournament rules and other rules related to Tennis, or any Tennis event, approved by Tennis Northern and TNZ;
- e. does not have any rights of ownership of, or the right to use the property of Tennis Northern and may only use the Intellectual Property of Tennis Northern in accordance with this Constitution, the Tennis Northern Regulations, the TNZ Constitution, the TNZ Regulations, or by agreement with Tennis Northern or TNZ, as applicable; and
- f. shall meet all the applicable requirements and obligations specified in this Constitution, the Tennis Northern Regulations, the TNZ Constitution, and the TNZ Regulations, or as otherwise decided by the Tennis Northern Board and the TNZ Board, in order to receive, continue to receive, or exercise any of their rights as a Member.

### **12.2 Member Organisations:** In addition to Rule 12.1, each Member Organisation shall:

- a. use reasonable efforts to assist, where practical, the individuals described in Rule 10.3a and Rule 10.3b who wish to have Access to any Tennis Courts and Associated Facilities which are owned, managed, leased or otherwise under the control of the Member Organisation, to become Members of the Applicable Member Organisations, in accordance with this Constitution, the Tennis Northern Regulations, the TNZ Constitution and the TNZ Regulations;
- b. assist the individuals in Rule 10.3c, Rule 10.3d, Rule 10.3e and Rule 10.3f to become Members of the Applicable Member Organisations in accordance with this Constitution, Tennis Northern Regulations, the TNZ Constitution and the TNZ Regulations;
- c. have and use a Member Management System approved by TNZ for all its Members, in accordance with the TNZ Constitution and the TNZ Regulations;
- d. only use (except in the case of Clubs and LAOs, which shall use all reasonable efforts to only use) Nationally Approved Programmes, and not to use any other programmes which are similar to any Nationally Approved Programme, unless there is no Nationally Approved Programme available, or with the prior agreement of TNZ;

- e. if it has an interest in a Related Entity which owns, manages, leases or otherwise controls any Tennis courts and associated facilities:
  - i. request the Related Entity to use all reasonable efforts to require the individuals who wish to have Access to any Tennis Courts and Associated Facilities of the Related Entity to become Members of the Applicable Member Organisations, in accordance with this Constitution and the Tennis Northern Regulations; and
  - ii. request the Related Entity, if it has two (2) or more Tennis courts, to ensure its courts and associated facilities are maintained to a reasonable standard;
- f. maintain its Membership of the Applicable Member Organisations (subject to this Constitution, Tennis Northern Regulations, the TNZ Constitution and the TNZ Regulations);
- g. remain an incorporated entity in compliance with the applicable legislation and laws, and have a name approved by the Tennis Northern Board;
- h. have a constitution which is consistent, and complies, with this Constitution and the TNZ Constitution and provide a copy to Tennis Northern on request and following any amendments made to it;
- i. pay Membership Fees and any other fees due to Tennis Northern in accordance with Rule 19;
- j. continue to comply with all the criteria to be a Member Organisation in their Category of Membership;
- k. not become a Member of, or otherwise be affiliated to or have a proprietary interest in, any other national or regional Tennis organisation in New Zealand other than TNZ or a Member Organisation, unless permitted by the TNZ Board (which permission may be granted for a Category of Membership generally or for a specific Member Organisation); and
- l. comply with such other obligations as specified in this Constitution and the Tennis Northern Regulations.

12.3 These general obligations are in addition to the rights and obligations for each Category of Membership set out in this Constitution and the Tennis Northern Regulations.

### **13. Rights and Obligations of Local Tennis Partners (LTPs)**

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13.1 **Rights:** Each LTP is entitled to the rights and entitlements specified in this Constitution, the Tennis Northern Regulations (which Tennis Northern has a corresponding obligation to provide) and the TNZ Constitution and the TNZ Regulations (which TNZ has a corresponding obligation to provide).

13.2 **Obligations:** In addition to its obligations as a Member under Rule 12, each LTP shall:

- a. in co-operation with its Clubs, promote and deliver Tennis including Services and Programmes for its Members within its geographical area; and
- b. provide reasonable support and assistance to its Clubs in accordance with the written agreement entered into between it and Tennis Northern (Rule 5.1a and Rule 5.1b)

including the minimum levels of support and services (including facility development and maintenance) specified in the TNZ Regulations.

#### **14. Rights and Obligations of Clubs**

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14.1 **Rights:** Each Club is entitled to the rights and entitlements specified in this Constitution, and the Tennis Northern Regulations (which Tennis Northern has corresponding obligations to provide) and the Applicable Member Organisations' constitutions and regulations (which the Applicable Member Organisations have a corresponding obligation to provide).

14.2 **Obligations:** In addition to its obligations as a Member under Rule 12, each Club shall:

- a. promote and deliver Tennis including Services and Programmes for its Members; and
- b. assist the connection of tennis players through membership, as stated in clause 12.2(a) and (b).

#### **15. Rights and Obligations of Local Affiliated Organisations (LAOs)**

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Each LAO has the same rights, entitlements and obligations, as a Club under this Constitution, unless specified otherwise in this Constitution, the Tennis Northern Regulations, the TNZ Constitution, or the TNZ Regulations.

#### **16. Rights and Obligations of Individual Members**

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16.1 **Rights:** Each Individual Member is entitled to:

- a. have Access to any Tennis Courts and Associated Facilities of the Applicable Member Organisations of which they are a Member, and any other Member Organisation, in accordance with the applicable terms and conditions of their Membership or any other terms and conditions decided by the Member Organisations;
- b. the rights and entitlements specified in this Constitution and the Tennis Northern Regulations; and
- c. such other rights and entitlements as specified in the Applicable Member Organisations' constitutions, rules, regulations or arising from their decisions.

16.2 **Obligations:** In addition to their obligations as a Member under Rule 12, each Individual Member shall:

- a. provide such Membership information (including updates to this information) to the Applicable Member Organisations as reasonably requested by any of them;
- b. pay any Membership Fees and any other fees due to their Applicable Member Organisation by the due date; and

- c. if they wish to renew their Membership to their Applicable Member Organisation to do so using a Member Management System approved by TNZ.

### **16.3 Dual Membership:**

An Individual Member may become a Member of more than one Member Organisation at the same time if an application is made and approved for Membership of each Member Organisation in accordance with the applicable constitution of the Member Organisations, this Constitution and the TNZ Constitution. If this occurs the Member will have the rights and obligations of Membership applicable to each Member Organisation.

## **17. Rights and Obligations of Tennis Northern Life Members**

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Each Tennis Northern Life Member has the rights and entitlements specified in this Constitution and the Tennis Northern Regulations and the same obligations as an Individual Member under Rule 16.2, unless specified otherwise in this Constitution or the Tennis Northern Regulations.

## **18. Tennis Northern Board Intervention**

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- 18.1 Subject to Rule 18.2, the Tennis Northern Board may intervene to govern, manage, or operate any LTP or Club following Tennis Northern's own enquiries and with the agreement of the LTP or Club respectively, or upon request by the board or equivalent committee of the LTP or Club, respectively if:
  - a. after consulting with the respective board or equivalent committee of the LTP or Club, it considers that to do so is in the best interests of Tennis Northern, the LTP or Club and the sport of Tennis in the Region; and
  - b. one (1) or more of the following circumstances apply to the LTP or Club (as applicable):
    - i. it is having significant administrative, operational, or financial difficulties;
    - ii. it has breached a material term in any agreement entered into between it and Tennis Northern;
    - iii. if it is a LTP, it has less than four (4) Clubs for a reasonable period, as decided by the Tennis Northern Board in its discretion;
    - iv. if it is a Club, it has less than twenty (20) Individual Members (not counting Individual Casual Members) as its Members for a reasonable period, as decided by the Tennis Northern Board in its discretion (subject to the transition rules under the TNZ Constitution);
    - v. it takes, or has taken against it, any action, or proceedings to wind up, dissolve or liquidate it (unless for the purposes of amalgamation);
    - vi. it enters into a compromise or arrangement with its creditors, other than a voluntary liquidation for the purpose of amalgamation with another Club; or
    - vii. a mortgagee or other creditor has taken possession of any of its assets.

- 18.2 **Manner of Intervention:** If the Tennis Northern Board and the board or equivalent committee of the LTP or Club (as applicable) agree to the Tennis Northern Board intervening under Rule 18.1, the manner in which it will do so shall also be agreed and may include appointing an individual(s) to act in place of the respective board or equivalent committee.
- 18.3 **Intervention by a LTP:** Tennis Northern shall not intervene in a Club if the Club is a member of a LTP. In this case, the Applicable LTP Board has the right to intervene on the same or similar grounds as Rule 18.1 (adjusted so that every reference to Tennis Northern means the Applicable LTP Board) in accordance with its constitution, provided that before deciding whether to intervene (with the agreement of the Club), the Applicable LTP Board shall notify and consult with the Tennis Northern Board and TNZ.
- 18.4 **Consultation with TNZ:** Before deciding whether to intervene under Rule 18.1, the Tennis Northern Board shall notify and consult with TNZ.

## 19. Membership and Other Fees

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- 19.1 **Delegates to approve Tennis Northern Membership Fees:** At each AGM the Voting Delegates shall, on the recommendation of the Tennis Northern Board, approve the nature, amount, due date and manner for payment of any Membership Fee payable to Tennis Northern by Voting Members. Life Members are not required to pay any Tennis Northern Membership Fee.
- 19.2 **Tennis Northern Board may decide other fees:** Additionally, the Tennis Northern Board may set other fees payable to Tennis Northern by any of its Members and other participants in Services and Programmes held by or under the control of Tennis Northern.
- 19.3 **Member Organisation Membership Fees:**
- a. Each Member Organisation shall pay the portion of the Membership Fee (set by its Applicable Governing Member Organisation) received from its Members to its Applicable Governing Member Organisation.
  - b. For Membership Fees set by a LTP or Club, the Tennis Northern Board may investigate a LTP or Club, and if they consider it appropriate and after consultation with the LTP or Club concerned, request it to alter the nature and/or amount of any fees payable by its Members.

## 20. Register of Members

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- 20.1 **National Database:** Tennis Northern's register of Members shall be maintained on the National Database. Tennis Northern's Chief Executive shall:
- a. ensure that the required information about those Members who obtained Membership of Tennis Northern directly with Tennis Northern (Rule 10.4) are on the National Database in accordance with the TNZ Constitution and TNZ Regulations; and
  - b. support the Member Organisations to ensure that the required information about those Members who obtained Membership via a Member Organisation (Rule 10.3), are on the National Database in accordance with the TNZ Constitution and TNZ Regulations.
- 20.2 **Changes:** All Members shall promptly update any changes to their Membership details using a Member Management System approved by TNZ.



20.3 **Access to Information:** TNZ will provide authorised personnel from Tennis Northern and each Member Organisation, with access to their respective Members' details held on the National Database, in accordance with the TNZ Regulations.

## **21. Cessation of Membership**

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21.1 An Individual Member or Tennis Northern Life Member ceases to be a Member:

- a. upon their death;
- b. by giving notice of their resignation from Membership, in the manner specified in the Tennis Northern Regulations to the Applicable Governing Member Organisation;
- c. if their Membership is terminated under Rule 22.1;
- d. if their Membership is terminated due to a default in payment under Rule 22.2;
- e. if their Membership is terminated following a dispute resolution or disciplinary process or other process specified in the constitutions or regulations of Tennis Northern or the Applicable Member Organisations; or
- f. if, for any other reason, their Membership ends or ceases in accordance with the constitutions of the Applicable Member Organisation.

21.2 A Member Organisation ceases to be a Member of Tennis Northern and TNZ:

- a. upon its liquidation;
- b. by giving not less than sixty (60) Days' notice of its resignation from Membership to the Applicable Governing Member Organisation;
- c. if its Membership is terminated by Tennis Northern under Rule 22;
- d. if its Membership is terminated by any of the Applicable Member Organisations under any of their respective constitutions and regulations; or
- e. if its Membership is terminated by Tennis Northern or TNZ following a dispute resolution or disciplinary process or other process specified or referred to in this Constitution, the Tennis Northern Regulations, the TNZ Constitution, or the TNZ Regulations.

21.3 A Member who ceases to be a Member:

- a. automatically ceases Membership of all the Applicable Member Organisations upon their cessation;
- b. remains responsible to pay all outstanding Membership Fees and other fees due to the Applicable Member Organisations;
- c. shall return all property of the Applicable Member Organisations; and
- d. ceases to be entitled to any rights as a Member but continues to be bound by any obligations as a Member which survive their Membership under this Constitution and the Tennis Northern Regulations unless the Tennis Northern Board or TNZ decides otherwise.

## **22. Suspension, Sanctions and Termination of Membership**

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

- a. defaults in payment, under Rule 22.2;
- b. is suspended or terminated by any Applicable Member Organisation, or has sanctions imposed on them, in accordance with its constitutions and regulations; or
- c. is suspended or terminated by the Tennis Northern Board, or has sanctions imposed under this Rule.

22.2 **Default:** If a Member has not paid Tennis Northern's Membership Fee (if any) (including any TNZ membership fee) or any other payments due to Tennis Northern by the due date:

- a. Tennis Northern will give the Member written notice of the payment(s) due and a further date for payment, being not less than twenty-one (21) Days from the date of the notice; and
- b. if payment is not made by the due date or other agreed date, the Member will be in default from that date and automatically terminated from Membership, unless the Tennis Northern Board considers there are extenuating circumstances, and an agreed payment plan is reached with the Tennis Northern Board. If the Member then defaults on the agreed payment plan, the Member will be in default and automatically terminated from Membership.

22.3 **Suspension, Sanctions or Termination by the Tennis Northern Board:**

- a. In addition to the rights of TNZ under the TNZ Constitution a Member may be suspended for up to twelve (12) months, have other sanctions imposed or their Membership terminated if:
  - i. a Hearing Body, the Sports Tribunal, the Court of Arbitration for Sport (CAS) or any other body having jurisdiction over a Member recommends such action or imposes a sanction;
  - ii. the Tennis Northern Board, or any individual(s) appointed by it, considers after reasonable enquiry, that the Member did not comply with this Constitution, a Tennis Northern Regulation or any rule, code, standard, resolution, decision, policy, or procedure decided by the Tennis Northern Board or at a Tennis Northern General Meeting; or
  - iii. where the Member is an Individual Member; they are no longer Eligible to be a Member.
- b. Before any suspension, sanction or termination is imposed by the Tennis Northern Board 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 a 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 Tennis Northern Board to suspend or impose a sanction on a Member is final and there is no right of appeal. A decision of the Tennis Northern Board to terminate Membership may be appealed to a SGM called for that purpose in accordance with Rule 38.8 and may only be overturned by a Special Majority in favour of the motion at the SGM.

#### 22.4 **Reinstatement:**

- a. Membership that has been terminated under this Constitution may be reinstated at the discretion of the Tennis Northern Board, within such period as it considers appropriate, provided that any payments owing to any Applicable Member Organisations have been fully repaid. In deciding whether to reinstate a Member, the Tennis Northern Board 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.
- b. Membership that has been terminated by decision of an Applicable Member Organisation may be reinstated in accordance with its constitution and regulations.
- c. Reinstatement to Membership under this Rule shall mean the individual or entity is reinstated to Membership of Tennis Northern and the Applicable Member Organisations, without the need for separate application to each entity.

#### 22.5 **Consequences of Suspension or Termination of Membership:** Where any Member's Membership is suspended or terminated by Tennis Northern or an Applicable Member Organisation, 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 Tennis Northern 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, the Tennis Northern Regulations and the Applicable Member Organisations constitutions and regulations;
- d. the Member shall not make any claim upon Tennis Northern or any other Applicable Member Organisation, and their property, nor use any their property, including their Intellectual Property;
- e. if the Member is an individual, is not entitled to participate in any competition, tournament, activity, event, function, or meeting of, or held on behalf of Tennis Northern, or any Applicable Member Organisation (including any committee of any of them);

- f. if the Member is a Member Organisation, is not entitled (if it had the right to do so) to call, attend, be represented at, speak, or vote at any Applicable Member Organisation general meeting or resolution outside of a meeting; and
- g. if the Member is a Member Organisation, is not entitled to permit any of its Members or officials to participate in any event, tournament, activity, event, function, or meeting of, or held on behalf of, Tennis Northern or any Applicable Member Organisation (including any committee of any of them).

## **PART III – GOVERNANCE AND MANAGEMENT**

### **23. Tennis Northern Officers**

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**23.1 Qualified:** Every Tennis Northern Officer must, in writing, do the following to be qualified under the Act:

- a. consent to being an Officer; and
- b. certify that they are not disqualified from being elected, appointed or holding office as a Board Member by this Constitution or under section 46 of the Act.

If a Tennis Northern Officer ceases to be qualified, the individual will automatically be deemed to have vacated their office upon the occurrence of circumstance or the decision which resulted in their disqualification. This Rule does not apply if the Tennis Northern Chief Executive is disqualified, in which case the terms and conditions of their employment or engagement with Tennis Northern will apply.

**23.2 Duties of Tennis Northern Officers:** Tennis Northern Officers;

- a. when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of Tennis Northern;
- b. must exercise a power as an Officer for a proper purpose;
- c. must not act, or agree to Tennis Northern acting, in a manner that contravenes the Act or this Constitution;
- d. when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of Tennis Northern, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- e. must not agree to the activities of Tennis Northern being carried on in a manner likely to create a substantial risk of serious loss to Tennis Northern’s creditors or cause or allow the activities of Tennis Northern to be carried on in a manner likely to create a substantial risk of serious loss to Tennis Northern’s creditors;
- f. must not agree to Tennis Northern incurring an obligation unless the Officer believes at that time on reasonable grounds that Tennis Northern will be able to perform the obligation when it is required to do so; and

- g. when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
  - i. an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
  - ii. a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
  - iii. any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,
 if the Officer acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

23.3 **Cessation from Office:** An individual ceases to be an Tennis Northern Officer, if the individual:

- a. resigns in accordance with the Act;
- b. becomes disqualified from being an Tennis Northern Officer under the Act;
- c. dies;
- d. if the Tennis Northern Officer is a Board Member, is removed from office in accordance with Rule 34.2; or
- e. otherwise vacates their office resulting in a Casual Vacancy.

## 24. Board Role and Powers

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24.1 **Role:** Except as specified otherwise in the Act or this Constitution, the Tennis Northern Board is responsible for governing, managing, directing, and supervising the operation and affairs of Tennis Northern.

24.2 **Powers:** The Tennis Northern Board has all the powers necessary to carry out its role. Except to the extent specified otherwise in the Act or this Constitution, the Tennis Northern Board has the powers to do all things that are not expressly required to be undertaken at a General Meeting under this Constitution. The Tennis Northern Board may also establish sub-committees to assist in fulfilling its responsibilities and may delegate specific powers or tasks to those sub-committees as it deems appropriate.

24.3 **Tennis Northern Board and Tennis Northern Chief Executive:** The Tennis Northern Board shall, through clearly defined delegations of authority, delegate to the Tennis Northern Chief Executive day-to-day management, direction and supervision of the operations and affairs of Tennis Northern.

## 25. Composition of the Board

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25.1 **Composition:** Subject to this Constitution the Tennis Northern Board shall comprise of eight (8) Board Members, as follows:

- a. four (4) Elected Board Members, elected in accordance with Rule 29.1; and
- b. four (4) Appointed Board Members, appointed by the Tennis Northern BAP in accordance with Rule 29.2.

25.2 **Co-option:** The Tennis Northern Board may co-opt one (1) additional Board Member, for a term of no more than three (3) years, if it considers it needs specific skills, experience, or attributes to complement those of the Elected Board Members and Appointed Board Members. Any such co-opted Board Member is a non-voting Board Member but every other reference to a Board Member in this Constitution shall include any co-opted Board Member, unless stated otherwise.

## **26. Eligibility to be a Tennis Northern Board Member**

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26.1 An individual will not be eligible to be, or otherwise hold or remain in office, as Tennis Northern Board Member if:

- a. the qualification requirements of being an Officer (under the Act) are not met; and
- b. any of the circumstances described in Rule 26.2 occur to that individual.

26.2 The following individuals are disqualified from being elected, appointed, or to otherwise hold or remain in office, as a Tennis Northern Board Member:

- a. **Member Ineligibility:** an individual who is not Eligible to be a Member (under Rule 10.1);
- b. **Employee:** an individual who is a paid employee of Tennis Northern, or an Applicable Member Organisation, or a contractor in an equivalent position, unless as a condition of becoming a Tennis Northern Board Member they resign from or terminate such employment or contract;
- c. **Suspended or Terminated Member:** an individual who has been suspended or terminated from Membership of any Applicable Member Organisation under this Constitution, any Previous Constitution or the constitution or previous constitution of any Applicable Member Organisation; unless their Membership has been reinstated by Tennis Northern or any Applicable Member Organisation in accordance with this Constitution or the constitution of the Applicable Member Organisation; or,
- d. **Removed Tennis Northern Board Member:** an individual who has been removed as a Board Member of Tennis Northern (under Rule 34).

26.3 **Vacation of Office Deemed:** If any of the circumstances in Rules 26.1 or 26.2 occur to a Tennis Northern Board Member while they are in office, they will be automatically deemed to have vacated their office as a Tennis Northern Board Member upon the occurrence of the circumstance.

## 27. Tennis Northern Board Chair and Deputy Chair

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- 27.1 **Board Chair Ex Officio President:** The Tennis Northern Board Member appointed as Board Chair under Rule 27.2 also holds the office of President of Tennis Northern *ex officio* for the term of their appointment.
- 27.2 **Appointment:** At the first Tennis Northern Board meeting following each AGM, the Tennis Northern Board shall appoint one (1) of the Board Members to be the Board Chair/ President and another to be the Deputy Chair for the period from that meeting until the first board meeting following the next AGM. If a Casual Vacancy arises in the position of the Board Chair/President or Deputy Chair, the Tennis Northern Board shall appoint another Board Member to the vacant position for the balance of the term for the Chair's position.

## 28. Term of Office

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- 28.1 **Term:** Subject to this Constitution, the term of office for all Tennis Northern Board Members is three (3) years:
- a. beginning, at the commencement of the first Tennis Northern Board meeting held after the AGM following which they were elected, or if appointed, the first Tennis Northern Board meeting held after their appointment by the Tennis Northern BAP; and
  - b. ending immediately prior to the first Tennis Northern Board meeting following the AGM held three (3) years after the commencement of their term.
- 28.2 **Staggered Terms:** Subject to Rule 53, every year there shall either be two (2) or three (3) Board Members who vacate their office at the end of their Term or due to a Casual Vacancy, as follows:
- a. one (1) Elected Board Member and two (2) Appointed Board Members in one year;
  - b. two (2) Elected Board Members and one (1) Appointed Board Member the next year; and
  - c. one (1) Elected Board Member and one (1) Appointed Board Member in the following year.
- 28.3 **Maximum Term:** Board Members who are re-appointed or re-elected to the Tennis Northern Board for a consecutive term or terms (whether as an Elected Board Member or an Appointed Board Member), will only be eligible to serve a maximum of three (3) consecutive terms of office or nine (9) consecutive years in office. This includes any consecutive terms of office on the Previous Tennis Northern Board. A Tennis Northern Board Member who has reached the maximum term may seek re-election or re-appointment to the Tennis Northern Board after a stand-down period of one (1) year.

## **29. Tennis Northern Board Election and Appointment Process**

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**29.1 Election of Board Members:** Subject to Rule 53 and Rule 31.2, the Elected Board Members shall be elected by the following process:

- a. no later than ninety (90) Days prior to each AGM, the Tennis Northern Chief Executive shall notify the Voting Members of the Elected Board Member positions that are or will become vacant;
- b. the nomination process, and the assessment of nominees by the Tennis Northern BAP, shall be undertaken as specified in the Tennis Northern Regulations;
- c. the Tennis Northern BAP shall assess the nominees and decide on those nominees it considers are suitable for the vacant Elected Board Member positions in accordance with Rule 31.2 (referred to as "Suitable Nominees"). The Tennis Northern BAP may decide on the number of Suitable Nominees as it sees fit including more or less than the number of vacant Elected Board Member positions. Any nominee who is not considered to be a Suitable Nominee will be informed of that individually by the convenor of the Tennis Northern BAP and their nomination will be deemed to be withdrawn. The Voting Members will be notified of the Suitable Nominees for election at the same time as the agenda is sent to them (under Rule 38.6);
- d. at the AGM, each Voting Delegate who is present and entitled to vote may cast their vote for one Suitable Nominee for each of the Elected Board Member position(s) which are vacant;
- e. an election shall be held even if there are the same or a lesser number of Suitable Nominees as there are vacancies for the position(s) of Elected Board Members, provided that in this case each Suitable Nominee shall receive a Majority of votes in their favour to be elected;
- f. except where Rule 29.1e applies, in all other cases the Suitable Nominees who receive the highest number of votes cast for the number of Elected Board Member position(s) that are vacant, will be elected;
- g. if votes are tied for an Elected Board Member position between the highest polling Suitable Nominees, a second round of voting between those tied Suitable Nominees shall be undertaken, to find the Suitable 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 Suitable Nominees will be the Elected Board Member; and
- h. if there are no Suitable Nominees, or a Majority of votes is not received where Rule 39.3 applies, for a vacant Elected Board Member position, it shall remain vacant and will be a Casual Vacancy (under Rule 30).

**29.2 Appointment of Appointed Board Members:** Subject to Rule 53 and Rule 31.2, the Appointed Board Members shall be appointed by the following process:

- a. no later than ninety (90) Days prior to each AGM, the Tennis Northern Chief Executive shall notify the Voting Members of the Appointed Board Member positions that are or will become vacant;
- b. the process for advertising vacant positions, the application process, and the assessment of the applicants by the Tennis Northern BAP, shall be as specified in the Tennis Northern Regulations;



- c. the Tennis Northern BAP shall assess the applicants in accordance with Rule 31.2 and as specified in the Tennis Northern Regulations;
- d. after each AGM, the Tennis Northern BAP will decide the applicant or applicants to appoint to any vacant Appointed Board Member positions, in accordance with Rule 31.2f and the Tennis Northern Regulations; and no later than fourteen (14) Days after the AGM, send a written report to the Tennis Northern Chief Executive notifying them of those appointments in accordance with Rule 31.2g;
- e. the convener of the Tennis Northern BAP shall notify the individuals appointed as Appointed Board Member(s); and
- f. Tennis Northern Chief Executive shall notify all the Voting Members of the individuals who have been appointed as Appointed Board Members.

29.3 **Positions Unfilled:** In the event there are insufficient nominations or applications for any vacant Board Member positions, or in the case of Appointed Board Members there are, in the opinion of the Tennis Northern BAP no suitable applicants, Rule 30 shall apply.

### 30. Casual Vacancies

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- 30.1 If a Casual Vacancy arises in the position of a Tennis Northern Board Member within six (6) months of the date scheduled for the AGM for that year, the remaining Tennis Northern Board Members may either leave the position vacant until the AGM or request the Tennis Northern BAP to fill the vacancy by appointing an individual who is eligible to be a Board Member under Rule 26. If the Casual Vacancy filled under this Rule, is for an Elected Board Member position, the term of office shall be until the AGM, at which time an election will be held for that position for the balance of the term of the originally vacated position. If the Casual Vacancy filled under this Rule is for an Appointed Board Member, the term of office for that position is for the balance of the term of the vacated position.
- 30.2 If a Casual Vacancy arises in the office of a Board Member, more than six (6) months before the date scheduled for the AGM for that year, the following process applies:
  - a. if the vacancy arises in an Appointed Board Member position, the Tennis Northern BAP shall fill it as soon as practicable following the process in Rule 29.2. Adjustments to the process, including timing, may be made by the Tennis Northern Board, and the appointment shall take effect upon the Tennis Northern BAP's decision; or
  - b. if the vacancy arises in an Elected Board Member position, it shall be filled following the process in Rule 29.1 at a General Meeting or a Resolution Outside of a Meeting. Adjustments to the process, including timing, may be made by the Tennis Northern Board.

In either case, a Casual Vacancy filled under this Rule 29.2 shall be filled for the balance of the term of the vacated position.

### **31. Tennis Northern Board Appointments Panel (Tennis Northern BAP)**

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- 31.1 **Role:** The role of the Tennis Northern BAP is to make independent assessments of nominees and applicants for vacant Tennis Northern Board Member positions by undertaking its responsibilities under this Constitution and the Tennis Northern Regulations.
- 31.2 **Responsibilities:** The responsibilities of the Tennis Northern BAP are to:
- a. identify and invite suitable nominees and applicants to apply for any vacant Board Member positions, which vacancies must be notified and advertised in accordance with the Tennis Northern Regulations;
  - b. independently assess nominations and applications, including undertaking such enquiries, interviews and due diligence on nominees and applicants, as it sees fit;
  - c. comply with the process and timetable for its decisions in accordance with this Constitution and as specified in the Tennis Northern Regulations;
  - d. for the vacant Elected Board Member positions, decide on the nominees it considers are Suitable Nominees for the Tennis Northern Board by taking into account any relevant factors and other requirements specified in the Tennis Northern Regulations;
  - e. prepare a written report for each AGM setting out the process it has undertaken for the vacant Elected Board Member positions; the nominees it considers are Suitable Nominees and the reasons for its decisions;
  - f. as soon as practicable following each AGM, appoint individuals to be Appointed Board Members that it considers are best suited for the vacant positions, taking into account any relevant factors and other requirements specified in the Tennis Northern Regulations; and
  - g. prepare a written report for the Tennis Northern Board as soon as practicable following each AGM setting out the process it has undertaken for the vacant Appointed Board Member positions; the individuals it has appointed and the reasons for its decisions.
- 31.3 **Composition:** The Tennis Northern BAP shall comprise of the following individuals (who must each be eligible under Rule 31.4):
- a. the Board Chair/ President, or if they are seeking re-election or re-appointment to the Tennis Northern Board, another Board Member as decided by the Tennis Northern Board, (who is not seeking re-appointment or re-election to the Tennis Northern Board);
  - b. one (1) Tennis Northern Board Member not seeking re-appointment or re-election to the Tennis Northern Board;
  - c. one (1) individual appointed by the Tennis Northern Board, who is independent of Tennis Northern and is suitably skilled, qualified, or experienced to carry out the functions of the Tennis Northern BAP, taking into account the skills, qualifications and experience of the other Tennis Northern BAP members; and
  - d. if specified in the Tennis Northern Regulations, one (1) other individual as decided by the Tennis Northern Board to bring specific knowledge, experience or diversity to the Tennis Northern BAP.
- 31.4 **Panel Eligibility:** No individual will be eligible to be a member of the Tennis Northern BAP, or to remain on it, if the individual would not be Eligible to be a Tennis Northern Board Member.

In addition, no member of the Tennis Northern BAP may seek appointment as a Tennis Northern Board Member while in office as a member of the Tennis Northern BAP. If a member of the Tennis Northern BAP does not remain Eligible to be a Tennis Northern Board Member while they are in office, they will automatically be deemed to have vacated their office upon the occurrence of the circumstance or the decision of the relevant authority, which made them not Eligible to be a Tennis Northern Board Member.

- 31.5 **Appointment, Tasks and Procedures of the Tennis Northern BAP:** The process for appointment of the Tennis Northern BAP (including its convenor), the Tennis Northern BAP members' term of office, the timing and procedures of the Tennis Northern BAP and other matters related to it, will be specified in the Tennis Northern Regulations. The Tennis Northern BAP members shall comply with this Constitution and the Tennis Northern Regulations.
- 31.6 **Vacancies on Panel:** Any Casual Vacancy that arises in the membership of the Tennis Northern BAP shall be filled with a replacement member appointed in accordance with Rule 31.5.

## **32. Tennis Northern Board Meetings and Procedures**

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- 32.1 **Calling and Notice of Meetings:** Tennis Northern Board meetings may be called on reasonable notice at any time by the Board Chair or two (2) Board Members with notice generally being not less than fourteen (14) Days' and not less than one (1) Day depending on the urgency. Generally, the Tennis Northern Board shall meet regularly as agreed by the Tennis Northern Board.
- 32.2 **Procedure:** Except to the extent specified in this Constitution and the Tennis Northern Regulations, the Tennis Northern Board may regulate its own procedure.
- 32.3 **Method of Meetings:** A meeting of the Tennis Northern Board may be held by a quorum of Tennis Northern Board Members (under Rule 32.5):
- a. being physically present together at the time and place appointed for the Tennis Northern Board's meeting;
  - b. participating in the meeting by means of audio link, audiovisual link or other electronic means; or
  - c. by any one (1) or more Tennis Northern Board Members attending by a combination of both the methods in Rule 32.3a and Rule 32.3b.
- 32.4 **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 Tennis Northern Board Members will be valid as if it had been passed at a meeting of the Tennis Northern Board.
- 32.5 **Quorum:** For a Tennis Northern Board meeting, or a Board resolution outside of a meeting, the quorum is fifty percent (50%) (rounded up to the nearest whole number) of the total number of Tennis Northern Board Members which shall include not less than one Elected Board Member. A co-opted Board Member shall not be counted in the quorum. A Member is present by attending or participating in accordance with Rule 32.3 or Rule 32.4, as applicable.
- 32.6 **Voting:** Each Tennis Northern Board Member (excluding any co-opted Board Member) is entitled to one (1) vote on every motion or resolution at any Tennis Northern Board meeting or on any Board resolution outside of meeting. Voting at Tennis Northern Board meetings will

usually be by voice, show of hands or, if requested by any Tennis Northern Board Member, secret ballot. Proxy voting is not permitted at Tennis Northern Board meetings. In the event votes are tied, the Chair of the meeting is entitled to a casting vote.

- 32.7 **Majority:** Unless specified otherwise in this Constitution, a motion or resolution of the Tennis Northern Board shall be approved if a Majority of Tennis Northern Board Members are in favour of it.

### **33. Interests and Conflicts of Interest**

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- 33.1 **Register of interests:** The Tennis Northern Board must keep a register of interest disclosures made by Tennis Northern Officers.
- 33.2 **Duty to disclose interest:** A Tennis Northern Officer who is Interested in a Matter relating to Tennis Northern 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 Tennis Northern Board, as soon as practicable after the Officer becomes aware that they are Interested in the Matter and include it in the register of interests.
- 33.3 **Consequences of being interested:** A Tennis Northern Board Member who is Interested in a Matter:
- a. must not vote or take part in a decision of the Tennis Northern Board relating to the Matter, unless all non-interested Tennis Northern Board 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 Tennis Northern Board Members consent;
  - c. must not take part in any Tennis Northern Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Tennis Northern Board Members consent;
  - d. may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 33.4 **Calling of SGM:** Despite Rule 33.3, if fifty percent (50%) (rounded up to the nearest whole number) or more of the total number of Tennis Northern Board Members are Interested in a Matter, a SGM must be called (under Rule 38.8) to consider and determine the Matter.
- 33.5 **Notice of failure to comply:** The Tennis Northern Board must notify Members of a failure to comply with section 63 or 64 of the Act (reference Rules 33.1 and 33.2), and of any transactions affected, as soon as practicable after becoming aware of the failure.

### **34. Suspension and Removal of Tennis Northern Board Member**

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34.1 **Suspension:** If a Tennis Northern Board Member is alleged to have, given notice of, or charged with any of the following, the remaining Tennis Northern Board Members may suspend them from the Tennis Northern Board, pending the determination of the allegation, notice or charge. A suspension may only be imposed following reasonable enquiries by the Tennis Northern Board and giving the Tennis Northern Board Member concerned a right to be heard:

- a. a Tennis Northern Board Member is alleged to have been involved in, or is charged with, or is given notice by the relevant authority of a proposal to make an order or finding against that Board Member of any circumstances which if made will result in them not being Eligible to be a Tennis Northern Board Member;
- b. a Tennis Northern Board Member is given notice as a Member under Rule 22 of a proposal to suspend, terminate or impose any other sanction on that individual as a Member;
- c. a Tennis Northern Board Member is given notice of a proposal by, or a decision of, an Applicable Member Organisation, to suspend, terminate or impose any other sanction on that individual as a Member; or
- d. a Tennis Northern Board Member is alleged to have breached any of the duties as a Tennis Northern Officer under Rule 23.2.

#### **34.2 Removal of a Board Member:**

- a. A Tennis Northern Board Member may be removed from the Tennis Northern Board before the expiration of their term of office if the Tennis Northern Board considers, by Special Majority, that the Tennis Northern Board Member:
  - i. has materially breached any of their duties in Rule 23.2;
  - ii. did not, or is unable to, materially comply with this Constitution, the Tennis Northern Regulations or any rule, code, standard, resolution, decision, policy, or procedure decided by the General Meeting or the Tennis Northern Board;
  - iii. has engaged in Misconduct or acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of Tennis Northern;
  - iv. has brought Tennis Northern into disrepute; or
  - v. has been suspended or terminated as a Member, or had a sanction imposed, by a Member Organisation, or TNZ.
- b. Before any decision for removal is made by the Tennis Northern Board, the Tennis Northern Board Member concerned shall:
  - i. be given no less than fourteen (14) Days' written notice by the Tennis Northern Board 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 Tennis Northern Board.

### **35. Tennis Northern Chief Executive**

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- 35.1 **Role:** There shall be a Tennis Northern Chief Executive of Tennis Northern who is employed or engaged for such term and on such terms and conditions as the Tennis Northern Board decides.
- 35.2 **Directions:** The Tennis Northern Chief Executive is directed by the Tennis Northern Board and is responsible for the day-to-day management of Tennis Northern in accordance with this Constitution, the Tennis Northern Regulations, any applicable standards, rules, codes, policies, and procedures of Tennis Northern and any resolutions and decisions of the Voting Members at a General Meeting or in a Resolution Outside of a Meeting and the Tennis Northern Board. They shall act within the authority and limitations set by the Tennis Northern Board.
- 35.3 **Attendance at Tennis Northern Board Meetings:** The Tennis Northern Chief Executive shall attend all Tennis Northern Board meetings unless otherwise required by the Tennis Northern Board but has no voting rights.

### **36. Contact Person**

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At its first meeting following each AGM, the Tennis Northern Board shall appoint or reappoint not less than one (1), and a maximum of three (3), individuals to be Tennis Northern's contact person(s), under the Act.

### **37. Indemnity and Insurance**

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- 37.1 Tennis Northern indemnifies its current and former Tennis Northern Officers, Members and employees as permitted by the Act.
- 37.2 Tennis Northern may effect insurance for its current and former Tennis Northern Officers, Members and employees as permitted by the Act, if approved by the Tennis Northern Board.
- 37.3 Tennis Northern 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, namely:
    - i. duty of Officers to act in good faith and in best interests of society;
    - ii. duty to exercise powers for proper purpose;
    - iii. duty to comply with the Act and this Constitution;
    - iv. Officer's duty of care;
    - v. duty relating to activities that create substantial risk of serious loss to creditors;
    - vi. duty not to agree to the society incurring an obligation unless the Officer believes at that time on reasonable grounds that the society will be able to perform the obligation when it is required to do so;
    - vii. Duty in relation to use of information and advice; and

- 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.

## **PART IV - GENERAL MEETINGS**

### **38. Meetings of Members**

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**38.1 Annual General Meeting (AGM):** Tennis Northern 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 Tennis Northern Board.

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

**38.3 Method of General Meetings:** A General Meeting may be held by a quorum of Delegates (under Rule 38.13, by any one of the following methods (as decided by the Tennis Northern Board)):

- a. being physically present together at the time and place appointed for the meeting;
- b. participating in the meeting by means of audio link, audiovisual link or other electronic means; or
- c. by a combination of both the methods in Rule 38.3a and Rule 38.3b.

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

**38.4 Notice of AGM:** The Tennis Northern Chief Executive shall give not less than sixty (60) Days' written notice of an AGM to the Tennis Northern Officers, the Tennis Northern Board, Member Organisations, Tennis Northern Life Members and all other Members. Notice to non-voting Members of an AGM may be given by posting it on the Tennis Northern Website. The notice shall specify:

- a. the date, time, and place and/or the method by which the AGM is to be held;
- b. the date and time by which notification of the Delegates and Members wishing to attend, is to be received by the Tennis Northern Chief Executive; and
- c. the process and closing date(s) for Voting Members to submit (in writing) to the Tennis Northern Chief Executive any items of business (under Rule 38.5).

**38.5 Items for AGM Business:** Subject to this Rule, any proposed motions or resolutions; nominations for positions to be elected or appointed at the AGM and any other business proposed by the Tennis Northern Board, must be received by the Tennis Northern Chief Executive by the closing dates specified in the Notice of the AGM (Rule 38.4). These closing dates shall not be less than thirty (30) Days before the date set for the AGM, except for motion(s) or resolutions(s) to amend this Constitution, which must be received by the Tennis Northern Chief Executive not less than forty-two (42) Days before the date set for the AGM.

**38.6 AGM Agenda:**

- a. Not less than twenty-one (21) Days' written notice of the agenda for each AGM shall be given by the Tennis Northern Chief Executive to the Tennis Northern Officers, the Tennis Northern Board, Member Organisations, Tennis Northern Life Members and all other

Members. The agenda shall set out the business to be discussed at the AGM in accordance with Rule 38.7. All relevant information required to inform the business set out in Rule 38.7 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 agree to do so at the meeting.
- c. The agenda for an AGM may be notified to non-voting members by posting it on Tennis Northern's Website.

**38.7 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;
  - ii. audited Annual Financial Statements of the preceding Financial Year;
  - iii. the Auditor's report on the Annual Financial Statements for the preceding Financial Year;
  - iv. disclosures of any conflicts of interests made by Tennis Northern Officers;
- c. approval of any Major Transactions recommended by the Tennis Northern Board;
- d. election for any vacant Elected Board Member positions;
- e. approval of the Auditor for the next Financial Year;
- f. appointment of any Tennis Northern Life Members as recommended by the Tennis Northern Board;
- g. approval of any Tennis Northern Membership Fee in accordance with Rule 19.1;
- h. any motion or resolution(s) proposing to amend this Constitution; and
- i. any other items of business that have been properly submitted for consideration.

**38.8 Calling a SGM:** The Tennis Northern Chief Executive shall call a SGM as soon as reasonably practicable after receiving a written request from the Tennis Northern Board or five (5) or more of the total number 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.

**38.9 Notice of SGM:** Not less than thirty (30) Days' written notice of an SGM shall be given by the Tennis Northern Chief Executive to the Tennis Northern Officers, the Tennis Northern Board, Member Organisations, Tennis Northern Life Members and all other Members, unless the purpose of the SGM is to propose amendments to this Constitution, in which case not less than forty-two (42) Days' notice must be given. Notice to non-voting Members of an SGM may be given by posting it on the Tennis Northern 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 Tennis Northern Board);



- b. the date and time by which notification shall be received by the Tennis Northern Chief Executive of the names of the Tennis Northern Officers, Delegates, Tennis Northern Board Members, Tennis Northern Life Members and Members, who will be attending the SGM; and
- c. the proposed motion(s) or resolution(s) that are permitted, and properly submitted for consideration.

**38.10 Attendees at General Meetings:** The following individuals are entitled to attend a General Meeting:

- a. two (2) delegates representing each LTP (and its Members), who may attend, speak (including moving and seconding motions or resolutions) and vote (in accordance with Rule 39) at the General Meeting. One (1) of these Delegates shall be appointed by each LTP as the Voting Delegate for the meeting;
- b. two (2) Delegates representing each Club (and its Members) if such Club is not a member of a LTP, who may attend, speak (including moving and seconding motions or resolutions) and vote (in accordance with Rule 39) at the General Meeting. One (1) of these Delegates shall be appointed by each Club as the Voting Delegate for the meeting;
- c. two (2) Delegates representing each LAO who may attend, speak (including moving and seconding motions or resolutions) and vote (in accordance with Rule 39) at the General Meeting. One (1) of these Delegates shall be appointed by each LAO as the Voting Delegate for the meeting;
- d. Tennis Northern Life Members, who may attend, speak (including moving and seconding motions or resolutions) but have no right to vote at the General Meeting;
- e. Tennis Northern Board Members and Tennis Northern Chief Executive who may attend and speak at General Meetings but have no right to move or second motions or resolutions (other than a Tennis Northern Board Member authorised to do so on behalf of the Tennis Northern Board) nor to vote or hold a proxy for any Voting Member (except the Chair under Rule 39.7);
- f. any Member, or representative of a Non-Voting Member Organisation, who may attend. They are not entitled to speak (unless invited to do so by the Chair of the General Meeting), move or second motion or resolutions, vote nor hold a proxy for any Voting Member. At least three (3) Working Days before the date of the General Meeting; they shall notify the Tennis Northern Chief Executive of their proposed attendance;
- g. any other individuals invited by the Tennis Northern Board, including Tennis Northern employees may attend General Meetings. 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; and
- h. any other individual entitled to do so by law or under the Act.

**38.11 Delegates:** The following applies to Delegates:

- a. **Appointment:** each LTP, and each Club which is not a Member of a LTP, which are Financially Current with Tennis Northern, is entitled to appoint two (2) Delegates each for each General Meeting, each of whom shall hold office with the LTP or Club respectively. One of these Delegates shall be designated by each LTP or Club to be its Voting Delegate. Each LAO which is not a Member of a LTP, which is Financially Current

with Tennis Northern, is entitled to appoint one (1) Voting Delegate. Tennis Northern Officers and Tennis Northern Life Members cannot be Delegates.

- b. **Notice:** notice of the Delegates' appointments, (signed by an authorised representative of the Voting Member which each Delegate represents), shall be received by the Tennis Northern Chief Executive not less than three (3) Working Days before each General Meeting. Voting Members may replace their Delegate(s) by giving written notice to the Tennis Northern Chief Executive (signed by an authorised representative of their Voting Member) prior to the commencement of the meeting.

**38.12 Not Financially Current:** A Member which is not Financially Current may attend General Meetings and receive notice of 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.

**38.13 Quorum:** A quorum for a General Meeting is not less than half the Voting Members entitled to vote either being present by their Voting Delegates 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, the General Meeting is adjourned to another time on the same day as decided by the Tennis Northern Board. If at the subsequent General Meeting, a quorum is not reached within thirty (30) minutes of its scheduled commencement time, the General Meeting shall be adjourned to another day (not less than seven (7) Days later) at a time, and place as decided by the Tennis Northern Board. If a quorum is not reached within thirty (30) minutes of its scheduled commencement time at the third General Meeting, the Delegates present will be deemed to constitute a valid quorum and the meeting may proceed.

**38.14 Chair of Meeting:** The Board Chair will chair all General Meetings. If they are unavailable, or a motion or resolution concerns them, the Deputy Chair will chair the meeting while the Board Chair is unavailable. If the Deputy Chair is also unavailable or the motion or resolution concerns them, a Tennis Northern Board Member appointed by the Tennis Northern Board will chair the meeting, while they are unavailable.

**38.15 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.

**38.16 Minutes:** Minutes of all General Meetings shall be kept and posted on the Tennis Northern's Website. They shall also be available upon request by any Member in accordance with the Act.

**38.17 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 Tennis Northern Regulations.

## **39. Voting at General Meetings**

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**39.1 Vote:** Each Voting Delegate is entitled to one (1) vote on each motion or resolution (including in an election), at a General Meeting or in Resolutions Outside of a Meeting. Each Voting

Delegate shall vote in accordance with any instructions given to it by the Voting Member which appointed them. The voting entitlement of each Voting Delegate cannot be split (i.e. some of it in favour and some of it against a motion or resolution).

**39.2 Value of Vote:** The value of a vote cast by the Voting Delegate for each LTP, Club (if it is not represented by a LTP) and LAO on each motion or resolution (including in an election) held at a General Meeting or in Resolutions Outside of Meetings shall be:

- a. one (1) for each LTP, Club and LAO; plus
- b. one (1) for each Individual Member who are Financially Current with their Applicable Governing Member Organisation (excluding Individual Casual Members) registered on the National Database as at 31 March prior to the meeting.

**39.3 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.

**39.4 Decisions by Special Majority:**

- a. Any motions or resolutions of the nature described in Rule 39.4b shall be proposed at a General 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 47;
  - 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.

**39.5 No Casting Vote:** In the event 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.

**39.6 Method of Voting:** Voting at General Meetings shall be conducted by voices, show of hands, or ballot, as decided by the Chair, or by secret ballot as specified in this Constitution, (including using Electronic Voting). Voting by secret ballot shall apply for elections of any Elected Board Member position or for any motion or resolution if requested by three (3) Voting Delegates present at the meeting and approved by a Majority.

**39.7 Proxies:** Voting Delegates may exercise their vote and be deemed present at a General Meeting, either by their attendance in accordance with Rule 38.3; or by giving their Voting Member's vote to the Chair of the General Meeting or another Voting Delegate as their proxy. Only Voting Delegates or the Chair of the General Meeting may hold proxies. Each proxy shall be specific and direct the proxy holder how to vote on each motion, resolution or in an election. Proxies shall be given and notified in accordance with the Tennis Northern Regulations. At the commencement of a General Meeting, the Chair will inform the Voting Delegates of which Voting Delegates hold valid proxies and for whom. A Voting Delegate and the Chair of the General Meeting cannot each hold more than four (4) proxies each for a General Meeting. Each valid proxy shall count towards the quorum required for a General Meeting. Proxies are not permitted for Resolutions Outside of Meetings.

- 39.8 **Scrutineers:** If required for a secret ballot, two scrutineers must be appointed at the General Meeting to count the votes.
- 39.9 **Chairperson's Declaration:** The Chair shall declare the result of each vote once voting is complete. The Chair's declaration of the result will be conclusive.

#### **40. Resolutions Outside of Meetings**

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- 40.1 **Types of Resolutions:** Decisions of Voting Delegates may be made outside of General Meetings for Casual Vacancies arising in the Auditor or an Elected Board Member position or any other matter which could otherwise be decided at a General Meeting (unless this Constitution specifies otherwise) that the Tennis Northern Board considers should be decided within thirty (30) Days or less, or in the case of an Urgent Resolution, within seven (7) Days.
- 40.2 **Process for Resolutions:** Resolutions Outside of a General Meeting shall be conducted as follows:
- a. not less than seven (7) Days' written notice shall be given by the Tennis Northern Chief Executive to the Voting Members, Tennis Northern Officers, Tennis Northern Board, and Tennis Northern Life Members of the proposed resolution(s) to be voted on, or in the case of any appointment or election, the nominees. The date and time by which the votes for any such resolution shall be received, will be decided by the Tennis Northern Board, and included in the notice. If it is an Urgent Resolution not less than three (3) Days' notice is required and the reason for the urgency shall be stated;
  - b. the Voting Delegates shall be notified to the Tennis Northern Chief Executive by the date and time specified in the notice prior to the closing time for voting. The minimum number of Voting Delegates who shall participate in voting is the same as the Quorum for a General Meeting. Participation in voting by a Voting Delegate shall constitute their presence for the purposes of this Constitution;
  - c. voting shall be conducted by Electronic Voting. Voting Delegates are entitled to vote on the same basis as they would at a General Meeting;
  - d. the votes shall be received at the specified email address or other online or electronic process, and in the manner, specified by the Tennis Northern Chief Executive by the date and time set out on the notice in Rule 40.2a;
  - e. not less than two (2) Scrutineers (who comply with Rule 39.8) shall be appointed by the Tennis Northern Board;
  - f. a resolution proposed under this Rule is only carried, if seventy-five percent (75%) of the votes properly cast by Voting Delegates are in favour of the resolution, even if the resolution would otherwise require approval by a Special Majority or a Majority if it had been voted on at a General Meeting under this Constitution, except that where a resolution is to fill a Casual Vacancy arising in the position of an Elected Board Member, the outcome shall be decided under Rule 29.1; and
  - g. the Board Chair shall declare the result of any such resolution (including the number of votes in favour, against or that abstained) and their declaration will be conclusive. All Members will be notified of the result as soon as possible and within three (3) Working Days of the vote closing.

#### **41. Forums**

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In addition to holding General Meetings, Tennis Northern shall hold not less than two forums annually at which representatives of the Voting Members (as specified in the Tennis Northern Regulations) may attend to raise and discuss issues affecting them and Tennis Northern. These forums shall be held using any of the methods in Rule 38.3, except that a quorum is not required.

### **PART V - FINANCIAL MATTERS**

#### **42. Application of Income**

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The funds and property of Tennis Northern shall be:

- a. controlled, managed, invested and disposed of by the Tennis Northern Board, subject to this Constitution; and
- b. devoted solely to the promotion of the Purposes.

#### **43. Financial Year**

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The Financial Year of Tennis Northern will commence on 1 July and end on 30 June, unless decided otherwise by the Tennis Northern Board from time to time.

#### **44. Annual Report and Annual Financial Statements**

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- 44.1 The Tennis Northern Board shall prepare an Annual Report for presentation to the AGM.
- 44.2 The Tennis Northern Board shall also present audited Annual Financial Statements for the preceding Financial Year to each AGM, which statements shall be audited.

#### **45. Audit and Auditor**

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Tennis Northern's financial statements must be audited each year and the audited financial statements must be submitted to the AGM. The Tennis Northern Board will recommend the Auditor to be approved by Members at the AGM.

#### **46. No Personal Benefit**

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The Tennis Northern Officers and Members shall not receive any distributions of profit or income from Tennis Northern. This does not prevent Tennis Northern Officers or Members receiving reimbursement of actual and reasonable expenses incurred; or entering into any transactions with Tennis Northern for goods or services supplied to or from them, which are at arms' length relative to what would occur between unrelated parties. No Tennis Northern Officer or Member may influence any such decision made by Tennis Northern in respect of payments or transactions between it and them, their direct family, or any associated entity.

## **PART VI – OTHER MATTERS**

### **47. Amendments to the Constitution**

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- 47.1 Subject to Rule 47.4, this Constitution may only be amended, added to, or repealed by Special Majority at a General Meeting or by a Resolution Outside of a Meeting.
- 47.2 Notice of an intention to amend this Constitution shall be given to the Tennis Northern Chief Executive:
- a. by a Voting Member entitled to vote or the Tennis Northern Board, no later than forty-two (42) Days prior to a General Meeting; or
  - b. by the Tennis Northern Board, no later than forty-two (42) Days prior to a Resolution Outside of a Meeting, unless it is an Urgent Resolution, in which case no later than ten (10) Days prior.
- 47.3 No addition to, deletion from or amendment to this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 47.4 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 Tennis Northern Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to it. If the Tennis Northern Board does not receive any objections within twenty (20) Working Days after the date on which the notice is sent, or any longer period that the Tennis Northern Board decides, the Tennis Northern Board may make that amendment. If it does receive an objection, the Tennis Northern Board may not make the amendment.

### **48. Regulations**

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- 48.1 Subject to Rule 48.2, the Tennis Northern Board may make, amend, or repeal Tennis Northern Regulations as it considers necessary or desirable, provided they are consistent with the Purposes of Tennis Northern, and not contrary to this Constitution, the Act or other laws.
- 48.2 Before making, amending, or repealing any Tennis Northern Regulation, the Tennis Northern Board shall provide the Voting Members with its proposal to make, amend or repeal a Tennis Northern Regulation and provide not less than sixty (60) Days' notice for them to provide written feedback on the proposal to the Tennis Northern Board. If the proposed amendments are minor, clerical or typographical, such consultation is not required. Any proposal to make, amend or repeal a Tennis Northern Regulation shall also be posted on the Tennis Northern's Website.
- 48.3 All Tennis Northern Regulations and any amendments to them, shall be notified to all Members and published on the Tennis Northern's Website. Tennis Northern Regulations are binding on Tennis Northern, Tennis Northern Officers, and all Members, unless expressly stated otherwise.
- 48.4 A Tennis Northern Regulation may, in whole or in part, be amended or revoked by Special Majority at a SGM, if a motion or resolution proposing that is notified in accordance with Rule 38.8. Unless the motion or resolution provides otherwise, any such amendment or revocation shall take immediate effect but cannot be applied retrospectively.

48.5 To the extent of any inconsistency between this Constitution, any Tennis Northern Regulation, the TNZ Constitution, or any TNZ Regulations, the following shall prevail in this order of priority, unless otherwise agreed: the TNZ Constitution, TNZ Regulations, this Constitution and the applicable Tennis Northern Regulations.

#### **49. Liquidation or Dissolution**

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49.1 The Tennis Northern Board shall give not less than twenty (20) Working 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 Tennis Northern from the Register of Incorporated Societies; or
- c. for the distribution of Tennis Northern's surplus assets.

49.2 A motion or resolution in Rule 49.1 requires a seventy-five percent (75%) majority of votes in its favour from the Voting Delegates present and entitled to vote, for it to be carried.

49.3 The surplus assets of Tennis Northern, after the payment of all costs, debts, and liabilities, 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 not-for-profit entity or charitable organisation within New Zealand that shares similar purposes to Tennis Northern.

#### **50. Matters Not Provided For**

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If any matters arise that the Tennis Northern Board considers are not provided for in this Constitution or in the Tennis Northern Regulations (or in the TNZ Constitution and TNZ Regulations), or if any dispute arises out of the interpretation of this Constitution or the Tennis Northern Regulations, the matter or dispute will be decided by the Tennis Northern Board as it sees fit.

#### **51. Complaints and Disputes**

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51.1 In this Rule 51:

- a. **Dispute** means a disagreement or conflict between and among any one or more Members, or any one or more Tennis Northern, Officers and Tennis Northern, that relates to an allegation that:
  - i. a Member or a Tennis Northern Officer has engaged in Misconduct;
  - ii. a Member or a Tennis Northern Officer has breached, or is likely to breach, a duty under this Constitution or the Act;
  - iii. Tennis Northern 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.
- b. **Disputes Procedure** means the procedure for resolving a Dispute specified in Rule 51.5 and Rule 51.6;
- c. a **Member** is a reference to a Member acting in their capacity as a Member; and

- d. a **Tennis Northern Officer** is a reference to an Officer acting in their capacity as an Officer.

51.2 **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.

51.3 **Application of other procedures:** If the Dispute is dealt with by another procedure under the TNZ Constitution, TNZ Regulations, this Constitution or Tennis Northern Regulations or the rules of a Related Organisation (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure.

If the subject matter of the Complaint does not meet the definition of a Dispute and is dealt with by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

51.4 **Application of the Disputes Procedure:** If the Dispute is not required by legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure in Rule 51.5 and Rule 51.6 shall apply to the Dispute.

#### 51.5 **Disputes Procedure - Raising a Complaint**

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

d.

#### 51.6 **Disputes Procedure - Investigating and Resolving Disputes**

- a. Unless otherwise provided, Tennis Northern 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. Tennis Northern may decide not to proceed with a Dispute if:
  - i. it is not a Dispute as defined in Rule 51.1 including that it is not within the jurisdiction of Tennis Northern 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.
- e. Tennis Northern may refer a Dispute to:
- i. a hearing body or individual authorised, delegated or appointed by the Tennis Northern Board 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 Tennis Northern Board or an external individual to investigate and report to the Tennis Northern Board, following which, the Tennis Northern Board may refer the matter to consensual dispute resolution or to a Hearing Body or decide the outcome of the Dispute itself.
- e. The Tennis Northern Board 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 Tennis Northern Board 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 Tennis Northern Board 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 Tennis Northern Officer who, or Tennis Northern which, made the Complaint (**Complainant**), shall be given a reasonable opportunity (orally or in writing as determined by the Hearing Body) to be heard before the Dispute is resolved or any outcome is determined.
- h. The Member or Tennis Northern Officer who, or Tennis Northern which, is the subject of the Complaint (**Respondent**) shall also be given a reasonable opportunity (orally or in writing as determined by the Hearing Body) to be heard before the Dispute is resolved or any outcome is determined.
- 51.7 **Appeals:** Unless this Constitution, any Tennis Northern Regulations, the TNZ Constitution, or TNZ Regulations provides otherwise, there is no right of appeal or right of review of a decision about a Dispute.
- 51.8 **Decisions Binding:** Decisions and awards by any Tennis Northern’s Hearing Body and any hearing bodies, international Tennis bodies and Court of Arbitration for Sport (CAS) as referred to in the TNZ Constitution are binding on Tennis Northern and all Members.

## PART VII – TRANSITION AND DEFINITIONS

### 52. Transition of Existing Members

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- 52.1 **Existing Tennis Northern Life Members:** Individuals who were granted Tennis Northern Life Membership prior to the Commencement Date, will remain as Tennis Northern Life Members, subject to this Constitution.
- 52.2 **Existing Associations:** The tennis associations listed in **Schedule 1** are Existing Associations and Members of Tennis Northern as at the Commencement Date. Subject to this Constitution, they will remain Members but by no later than 6 January 2025 they shall each either apply (in the

form and manner provided by TNZ) to Tennis Northern, if it wishes to become a Member as an LTP. The application will be assessed and decided in accordance with Rule 5 (LTPs), except the Tennis Northern Board will decide the application instead of the Voting Members of Tennis Northern. Any applications received on or after 6 April 2026 shall be made and decided in accordance with Rule 5 (LTPs).

### 52.3 Existing Clubs:

- a. The organisations listed in **Schedule 2** are Existing Clubs and Members of Tennis Northern as at the Commencement Date. Subject to this Constitution, they will remain Members but by no later than 31 December 2025 they shall each apply (in the form and manner prescribed by TNZ) to Tennis Northern for Membership of TNZ in accordance with clause 6.2.
- b. An application made under this Rule will be assessed and decided in accordance with Rule 6, except the Applicable LTP Board (if any), or the Tennis Northern Board will decide the application instead of the voting members of the Tennis Northern Board or LTP respectively.

52.4 **Existing LAOs:** LAOs (whether they are existing Members of a Regional Centre, an Existing Association or a NAO in **Schedule 3** or not), that wish to become Members of the Applicable Member Organisations, shall apply to their Applicable NAO (if any), or if none, their Applicable LTP (if any), or if none, Tennis Northern, for Membership. The timing and process for doing so shall be the same as for Clubs (under Rules 52.3b and c).

## 53. Board Transition

The Board Members of the Previous Board, who were elected or appointed to the Tennis Northern Board under the Previous Constitution in the positions specified in the table below, and who are in office immediately prior to the Commencement Date, will (subject to this Constitution) continue in office for the following terms, to establish a rotation of Board Members as specified under Rule 28.2:

Position on Commencement Date	Date elected or appointed	Date of expiry of Term
Appointed Board Member A (TB)	2022 AGM	Immediately prior to the commencement of the first Board meeting held after the 2025 AGM.
Appointed Board Member B (JI)	2019 AGM	Immediately prior to the commencement of the first Board meeting held after the 2025 AGM.
Elected Board Member A (AB)	2023 AGM	Immediately prior to the commencement of the first Board meeting held after the 2026 AGM.
Elected Board Member B (TJ)	2023 AGM	Immediately prior to the commencement of the first Board meeting held after the 2026 AGM.
Elected Board Member C (WM)	2021 AGM	Immediately prior to the commencement of the first Board meeting held after the 2027 AGM.
Elected Board Member D (CB)	2024 AGM	Immediately prior to the commencement of the first Board meeting held after the 2027 AGM.

<b>Position on Commencement Date</b>	<b>Date elected or appointed</b>	<b>Date of expiry of Term</b>
Appointed Board Member C (NB)	2021 AGM	Immediately prior to the commencement of the first Board meeting held after the 2027 AGM.
Appointed Board Member D (GC)	2018 AGM	Immediately prior to the commencement of the first Board meeting held after the 2027 AGM.

#### **54. Application of Rules in Transition**

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- 54.1 Members shall not be required to comply with the Rules in this Constitution that are specified in **Schedule 4** until the date specified in that Schedule, unless a later date is prior approved by the TNZ and Tennis Northern.
- 54.2 TNZ Regulations setting out the process and timing of the transition for Members to comply with the TNZ Constitution shall apply.

#### **55. Transition of Regulations, Policies, and Procedures**

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- 55.1 All regulations, rules, codes, standards, policies and procedures of Tennis Northern that were in force immediately prior to this Constitution or any Previous Constitution coming into force, will continue in force, until such time as they are revoked by Tennis Northern Board.
- 55.2 If any of them are inconsistent with this Constitution, the Tennis Northern Regulations, the TNZ Constitution, or the TNZ Regulations (whether in whole or in part), the TNZ Constitution and then this Constitution (in priority order) shall apply, to the extent of any such inconsistency.

#### **56. Definitions and Interpretation**

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

**Access to any Tennis Courts and Associated Facilities** means access to any Tennis courts and associated facilities by an individual to play, coach, train, be coached, officiate, administer or otherwise be involved in (but excludes spectators of), Tennis or any Tennis-related activities, programmes, services, tournaments and competitions held at, or by, or otherwise under the control of, the Applicable Member Organisation, whether that access is one-off, casual, regular, seasonal, annual or for a longer period.

**Act** means the Incorporated Societies Act 2022 (as amended from time to time), unless stated otherwise.

**AGM** means the **Annual General Meeting** of Tennis Northern as described in Rule 38.1. For example, a reference to the “2025 AGM” means the AGM which reports on the Financial Year from 1 July 2024 to 30 June 2025.

**Annual Financial Statements** means the annual financial statements of Tennis Northern including a statement of financial position and an income and expenditure statement for each Financial Year and such other statements as required by law.

**Annual Report** means a report by the Tennis Northern Board of the activities of Tennis Northern for each Financial Year.

**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 Club** means the Club operating within the geographical area (decided by the Tennis Northern's Board), in which the individual ordinarily resides.

**Applicable Governing Member Organisation** means the Member Organisation required under this Constitution to consider, or which has approved, the individual's or entity's Membership and with whom it has a direct relationship i.e.:

- a. for an Individual Member; it is either the Applicable Club, Applicable LTP, Applicable LAO, Tennis Northern, Applicable NAO, AMTA or TNZ;
- b. for a Club; it is the Applicable LTP or if none, Tennis Northern;
- c. for a LTP; it is Tennis Northern;
- d. for a LAO; it is the Applicable NAO or AMTA (as applicable), or if none, the Applicable LTP, or if none, Tennis Northern; and
- e. in the case of an amalgamation, it is the Member Organisation to which the proposed amalgamated entity is required to apply to become a Member. For example, if a Club and LTP wish to amalgamate, the Applicable Governing Member Organisation is Tennis Northern.

**Applicable LAO** means the LAO operating within the geographical area (decided by the board of the Applicable Governing Member Organisation) where the individual ordinarily resides.

**Applicable LTP Board** means the board of an Applicable LTP.

**Applicable LTP** means the LTP operating within the geographical area (decided by the Tennis Northern Board) in which a Club or LAO is located or, in the case of an Individual Member, where the individual ordinarily resides.

**Applicable Member Organisations** means the Applicable Governing Member Organisation and all the Member Organisations of which the Applicable Governing Member Organisation is a Member i.e.

- a. for an Individual Member whose Applicable Governing Member Organisation is a Club, means the Applicable Club, the Applicable LTP (if any), Tennis Northern and TNZ;
- b. for an Individual Member whose Applicable Governing Member Organisation is a LTP, means the Applicable LTP, Tennis Northern and TNZ;

- c. for an Individual Member whose Applicable Governing Member Organisation is Tennis Northern, means Tennis Northern and TNZ;
- d. for an Individual Member whose Applicable Governing Member Organisation is a LAO, means the Applicable LAO, the Applicable LTP (if any), Tennis Northern, the Applicable NAO or AMTA (as applicable) and TNZ;
- e. for an Individual Member whose Applicable Governing Member Organisation is a NAO or AMTA, means the Applicable NAO or AMTA (as applicable) and TNZ;
- f. for an Individual Member whose Applicable Governing Member Organisation is TNZ, means TNZ only;
- g. for a Club, means the Applicable LTP (if any), Tennis Northern and TNZ;
- h. for a LTP, means Tennis Northern and TNZ;
- i. for a LAO means the Applicable LTP (if any), Tennis Northern, the Applicable NAO or AMTA (as applicable), and TNZ; and
- j. for Tennis Northern and a NAO means TNZ

**Applicable NAO** means the NAO in which the LAO has the same area of interest.

**Appointed Board Member** means an individual who is appointed to the Tennis Northern Board in accordance with Rule 29.2 or Rule 53 unless specified otherwise.

**Appointed Personnel** means an individual who has been elected or appointed to a position with authority and responsibilities either at a Member Organisation or Tennis Northern, as the context requires, and includes, Officers, other individuals holding office, members of committees, boards, administrators, and tournament officials, except that the Tennis Northern Chief Executive, employees of Tennis Northern and the Members of the Tennis Northern BAP (Rule 31.3), and the equivalent positions at any Member Organisation, are not Appointed Personnel.

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

**Board** and **Tennis Northern's Board** means the Tennis Northern Board as described in Rule 25, and for the period specified in Rule 53, the Tennis Northern Board in transition, unless specified otherwise.

**Board Appointments Panel** and **Tennis Northern BAP** means the panel described in Rule 31.2.

**Board Chair / President** means the individual described in Rule 27.

**Board Members** means the Elected Board Members, Appointed Board Members and any co-opted Board Member (appointed under Rule 25.2) of the Tennis Northern Board, unless stated otherwise.

**Brand** means the names Tennis Northern, TNR and any logos and trademarks associated with those names (whether registered or unregistered), any designs and brands using or associated with those names, any domain names using or associated with those names (and all rights and

property associated with such domain names (including but not limited to any related urls), any social media accounts and all other Intellectual Property related to those names.

**Casual Vacancy** means a vacancy which arises:

- a. when a Committee Member does not serve their full term of office for any reason;
- b. where the office holder is no longer eligible to remain in office as specified in this Constitution;
- c. where there are insufficient applications for the available positions of Elected Board Members and the position is not filled following an election; or
- d. for Board Members only, due to the Board Member being absent from more than three (3) consecutive meetings without having their absence approved by the Board Chair, or without reasonable excuse.

**Category of Membership** means any one of the categories of Membership specified in Rule 4.

**Chair** means the individual who chairs the meeting as specified in this Constitution.

**Club** means an entity which is a Member of the Applicable Member Organisations as described in Rule 6.

**Commencement Date** means the date this Constitution came into force, being 1 May 2025.

**Constitution** means this constitution, 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).

**Delegate** means an individual who represents a Voting Member as described in Rule 38.11.

**Diversity, Equity and Inclusion** means ensuring fair and equitable opportunities are available to everyone to participate in sport and recreation irrespective of age, ability, ethnicity, gender, national origin, race, religion, sexual orientation, beliefs, or socio-economic status.

**Elected Board Member** means a Board Member elected to the Tennis Northern Board in accordance with Rule 29.1 or Rule 53.

**Electronic Voting** means a method of voting at General Meetings (where an individual entitled to vote is present using technology under Rule 38.3a or Rule 38.3b or for Resolutions Outside of Meetings. An Electronic Vote means a vote made by email or an online or electronic process, in the manner provided by the Tennis Northern Board, and received by the Scrutineers by email, online or electronically at the specified address

**Eligible** means any individual other than one who has:

- a. been found by a relevant authority to have committed an Anti-Doping Violation, unless the period of ineligibility imposed has been served or the sanction imposed has been fulfilled;
- b. been found by TNZ, or any other TNZ Member Organisation, to have breached any applicable rule, regulation, standard, code, policy, term or condition, unless the period of ineligibility imposed has been served or the sanction imposed has been fulfilled; or

- c. not satisfied any other eligibility requirements specified in the TNZ Constitution or the TNZ Regulations. an individual is eligible to apply to become, and to remain as, an Individual Member under Rule 10.1 and **Eligibility** has the same meaning.

**Existing Affiliates** means the organisations listed in Schedule 3.

**Existing Associations** means the Regional Centres and tennis associations listed in Schedule 1.

**Existing Clubs** means the organisations listed in Schedule 2.

**Financial Year** has the meaning given to it in Rule 43.

**Financially Current** means the Member has fully paid its Membership Fees and other fees to its Applicable Governing Member Organisation by the due dates or in accordance with any agreed payment plan (if permitted under its constitution).

**General Meeting** and Tennis Northern's General Meetings mean an AGM or SGM of Tennis Northern.

**Hearing Body** has the meaning given to it in Rule 51.6d.

**Individual Casual Member** means an Individual Member who has the right to Access any Tennis Courts and Associated Facilities for a period up to two (2) months within a 12-month period, including on a one-off, fixed period, or irregular basis.

**Individual Member** means an individual who is a Member of Tennis Northern under Rule 10 whether that Membership is one-off, casual, regular, seasonal, annual or any other capacity, unless specified otherwise in this Constitution.

**Intellectual Property** means all rights and goodwill in copyright works, names, trademarks, service marks, devices, logos, designs, patents, domain names, know-how, ideas, processes, and confidential information, and all other intellectual property rights capable of ownership or protection at law relating to Tennis Northern or relating to any event, competition, activity, or programme conducted, promoted, or administered by Tennis Northern, and includes Tennis Northern's Brand.

**Interested** has the meaning given to it in the Act and as extended by Rule 33.2.

**ITF** means ITF Limited, trading as the International Tennis Federation, which is an international company limited by shares and registered in the Bahamas. It is the world governing body for Tennis and is responsible for fostering and developing Tennis on a worldwide basis.

**LAO** means a **Local Affiliated Organisation** which is a Member of Tennis Northern and the Applicable Member Organisations, as described in Rule 7.

**Life Member** and **Tennis Northern Life Member** has the meaning given to it in Rule 11.

**LTP** means a **Local Tennis Partner** which is a Member of Tennis Northern and the Applicable Member Organisations, as described in Rule 5.

**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 Tennis Northern.

**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.

**Matter** means Tennis Northern's performance of its activities or exercise of its powers; or an arrangement, agreement or contract made or entered (or proposed to be made or entered) into by Tennis Northern.

**Member** means a Member of Tennis Northern as defined Rule 4, or a Member of a Member Organisation or the Applicable Member Organisations, as the context requires.

**Membership** means being a Member of Tennis Northern, or a Member of a Member Organisation or the Applicable Member Organisations, as the context requires.

**Membership Fee** means the fee payable to the Applicable Member Organisation(s) by a Member and includes a portion of the TNZ Membership Fee and any Tennis Northern Membership Fee, unless stated otherwise.

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

**Member Organisation** means a LTP, LAO, Club, or any other body that is a Member of Tennis Northern as specified in Rule 4.

**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 Tennis Northern or any Applicable Member Organisation, or whilst on the property of the Tennis Northern or any Applicable Member Organisation;
- b. engages in offensive or insulting behaviour towards the Tennis Northern or any Applicable Member Organisation, or any individual acting for or on behalf of the Tennis Northern, 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; or
- d. has acted in a manner unbecoming of a Member, or which has brought or could bring Tennis Northern into disrepute, or has damaged the rights or interests of Tennis Northern and its Members.

**NAO** means a **National Affiliated Organisation** which is a Member of TNZ as specified in the TNZ Constitution.

**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 the TNZ Member Organisations, including Officers and Appointed Personnel.

**Nationally Approved Programmes** mean Tennis or Tennis related programmes and activities developed by TNZ.

**Non-Voting Members** means Members who are not Voting Members.

**Officer** means an individual defined as an officer under the Act and includes:

- a) a natural person who is a member of the committee;



- b) a natural person occupying a position in the society that allows the person to exercise significant influence over the management or administration of the society (for example, a treasurer or a chief executive); and
- c) and any class or classes of natural persons that are declared by regulations to be officers for the purposes of this Act.

but excludes any class or classes of natural persons that are declared by regulations not to be officers for the purposes of the Act.

**Previous Constitution** means the constitution of Tennis Northern registered on the Register of Incorporated Societies in force immediately prior to the Commencement Date and any other constitution in force prior to it.

**Purposes** means the purposes of Tennis Northern as specified in Rule 2.

**Region** extends from the Auckland Harbour Bridge through to Matakana and as far west as Upper Harbour.

**Regional Collective Area** means the area within which a group of RTOs work together to carry out certain responsibilities regionally as described in the TNZ Constitution.

**Related Entity** means a society, trust, company, partnership, or other body corporate in which a Member Organisation has a legal interest including without limitation where:

- a. the entity is a trust, and the Member Organisation is the settlor or a beneficiary of that trust;
- b. the Member Organisation is a shareholder, or beneficial owner of a share, in the entity;
- c. the Member Organisation has power to exercise, or control the exercise of, the right to vote attached to a share or other interest;
- d. the Member Organisation has the power to, or control the exercise of the power to, appoint or remove trustees or directors, whether alone or with others;
- e. the Member Organisation has the power of approval to amend the governing document e.g. trust deed;
- f. the Member Organisation has the power to vote or approve the resettlement, liquidation or dissolution of the entity; and
- g. the Member Organisation is a “related company” of the entity as defined in section 2(3) of the Companies Act 1993.

**Resolution Outside of a Meeting** means a decision of the Voting Members made in the manner described in Rule 41 and **Resolutions Outside of Meetings** has the same meaning.

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

**Rule** means a rule of this Constitution, unless stated otherwise.

**Rules of Tennis** means the rules of Tennis as approved by the ITF, as amended from time to time.

**Scrutineers** means the individuals described in Rule 39.8.

**Services and Programmes** means Tennis or Tennis related activities, programmes, services, tournaments, competitions and other Tennis related events and does not include Nationally Approved Services and Programmes, unless specified otherwise.

**SGM** means a **Special General Meeting** of Tennis Northern as described in Rule 38.2.

**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 those entitled to be and who are present (as specified in this Constitution) and entitled to vote (under this Constitution) at a General Meeting, or at a Tennis Northern Board 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.

**Suitable Nominee** has the meaning given to it in Rule 29.1c and Rule 29.2d.

**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 the TNZ Board.

**Tennis Northern** means Tennis Northern Region Incorporated, (223159 registration number) and where relevant, includes its Officers, Board Members, employees, contractors and agents.

**Tennis Northern Chief Executive** means the Chief Executive of Tennis Northern appointed by the Tennis Northern Board in accordance with Rule 35 (Tennis Northern Chief Executive).

**Tennis Northern's Membership Fee** means the membership fee payable to Tennis Northern in accordance with Rule 19.

**Tennis Northern Regulations** means any regulations, standards, or codes which apply to Members generally or to a category of Members, as decided by the Tennis Northern Board in accordance with Rule 48.

**Tennis Northern's Website** means <https://tennisnorthern.co.nz/> or any other website of Tennis Northern, as decided by the Board from time to time.

**TNZ** means Tennis New Zealand Incorporated (#215373) and where relevant, includes its TNZ Officers, TNZ Board Members, employees, contractors and agents.

**TNZ Board** means the Board of TNZ as defined in the TNZ Constitution.

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

**TNZ Member Organisation** means any RTO, LTP, Club, NAO, the AMTA, or LAO that is a Member of TNZ including any of the Tennis Northern's Member Organisations.

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

**Urgent Resolution** means a resolution for a matter which could otherwise be decided at a General Meeting but in the opinion of the Tennis Northern Board should be decided within seven (7) Days or less.

**Voting Delegate** has the meaning given to it in Rule 38.11a.

**Voting Members** means the Members stated in Rule 4.1 who are entitled to vote at General Meetings of Tennis Northern and in Resolutions Outside of Meetings.

**Working Day** has the meaning given to that term in the Legislation Act 2019 and excludes the day observed as the anniversary of Auckland.

**56.2 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;
- f. a reference to person includes bodies corporate, unless stated otherwise;
- g. a reference to a person includes the legal and personal representatives, successors and permitted assignees of that person;
- h. references to periods of time or notices, exclude the days on which they are given;
- i. headings and the contents page are for reference only and are to be ignored in interpreting this Constitution; and
- j. a reference to “in writing” includes words visibly represented, copied or reproduced including by email or online.

**56.3 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 as follows:
  - i. if to a Member, to the address specified in their Contact Details;
  - ii. if to Tennis Northern, to [info@tennisnorthern.co.nz](mailto:info@tennisnorthern.co.nz) or by post to Tennis Northern’s registered office set out in the Register.

- b. A notice is deemed to have been received:
- i. if given by post, when left at the address of a person or five (5) Working Days 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 Tennis Northern Website; at the date and time it is posted;
- provided that any notice or communication received or deemed received 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.

**SCHEDULE 1 – EXISTING ASSOCIATIONS**

<b>Full Legal Name (Society registration number)</b>	<b>Status under Previous Constitution</b>	<b>Known As</b>
Tennis Northland Incorporated (# 223980)	Association	Tennis Northland

**SCHEDULE 2 – EXISTING CLUBS**

Full Legal Name (Society registration number)	Status under Previous Constitution	Known As
<b>BEACH HAVEN TENNIS CLUB INCORPORATED</b> NZBN:9429042593690 Company number:445670	Club	<b>BEACH HAVEN TENNIS CLUB</b>
<b>BECROFT PARK TENNIS CLUB INCORPORATED</b> NZBN:9429042593980 Company number:221956	Club	<b>BECROFT TENNIS CLUB</b>
<b>THE BELMONT PARK RACQUETS CLUB INCORPORATED</b> NZBN:9429042871743 Company number:221825	Club	<b>BELMONT PARK RACQUETS CLUB</b>
<b>BIRKENHEAD TENNIS CLUB INCORPORATED</b> NZBN:9429042600374 Company number:222112	Club	<b>BIRKENHEAD TENNIS CLUB</b>
<b>THE BROWNS BAY RACQUETS CLUB INCORPORATED</b> NZBN:9429042854173 Company number:221582	Club	<b>BROWNS BAY RACQUETS CLUB</b>
<b>THE CAMPBELL'S BAY TENNIS CLUB INCORPORATED</b> NZBN:9429042855835 Company number:221556	Club	<b>CAMPBELL'S BAY TENNIS CLUB</b>
<b>CASTOR BAY TENNIS CLUB INCORPORATED</b> NZBN:9429042607649 Company number:221722	Club	<b>CASTOR BAY TENNIS CLUB</b>
<b>THE DAIRY FLAT TENNIS CLUB INCORPORATED</b> NZBN:9429042856658 Company number:452246	Club	<b>DAIRY FLAT TENNIS CLUB</b>
<b>GLENFIELD TENNIS CLUB INCORPORATED</b> NZBN:9429042627425 Company number:221839	Club	<b>GLENFIELD TENNIS CLUB</b>
<b>GREENHITHE TENNIS CLUB INCORPORATED</b> NZBN:9429042627692 Company number:257319	Club	<b>GREENHITHE TENNIS CLUB</b>

<b>HELENSVILLE TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042619291</b> <b>Company number:221353</b>	<b>Club</b>	<b>HELENSVILLE TENNIS CLUB</b>
<b>LAKE PUPUKE TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042814528</b> <b>Company number:223879</b>	<b>Club</b>	<b>PUPUKE TENNIS CLUB</b>
<b>MAHURANGI EAST TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042756712</b> <b>Company number:504361</b>	<b>Club</b>	<b>MAHURANGI EAST TENNIS CLUB</b>
<b>MAIRANGI BAY TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042761761</b> <b>Company number:223420</b>	<b>Club</b>	<b>MAIRANGI BAY TENNIS CLUB</b>
<b>MARLBOROUGH PARK TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042757207</b> <b>Company number:224745</b>	<b>Club</b>	<b>MARLBOROUGH PARK TENNIS CLUB</b>
<b>THE MATAKANA TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429043294596</b> <b>Company number:2630193</b>	<b>Club</b>	<b>MATAKANA TENNIS CLUB</b>
<b>MILFORD TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042772095</b> <b>Company number:223153</b>	<b>Club</b>	<b>MILFORD TENNIS CLUB</b>
<b>NGATARINGA TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042689959</b> <b>Company number:222898</b>	<b>Club</b>	<b>NGATARINGA TENNIS CLUB</b>
<b>NORTHCOTE LAWN TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042672838</b> <b>Company number:222836</b>	<b>Club</b>	<b>NORTHCOTE TENNIS CLUB</b>
<b>OREWA TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042799696</b> <b>Company number:224302</b>	<b>Club</b>	<b>OREWA TENNIS CLUB</b>
<b>SILVERDALE TENNIS CLUB</b> <b>INCORPORATED</b> <b>NZBN:9429042722823</b> <b>Company number:217855</b>	<b>Club</b>	<b>SILVERDALE TENNIS CLUB</b>

<b>TAKAPUNA LAWN TENNIS CLUB INCORPORATED</b> <b>NZBN:9429042830610</b> <b>Company number:222894</b>	<b>Club</b>	<b>TAKAPUNA TENNIS CLUB</b>
<b>TORBAY LAWN TENNIS CLUB INCORPORATED</b> <b>NZBN:9429042981435</b> <b>Company number:223898</b>	<b>Club</b>	<b>TORBAY TENNIS CLUB</b>
<b>WAIMAUKU TENNIS CLUB INCORPORATED</b> <b>NZBN:9429042882404</b> <b>Company number:223148</b>	<b>Club</b>	<b>WAIMAUKU TENNIS CLUB</b>
<b>WARKWORTH RACKETS INCORPORATED</b> <b>NZBN:9429042915744</b> <b>Company number:222805</b>	<b>Club</b>	<b>WARKWORTH RACKETS</b>
<b>WHANGAPARAOA TENNIS CLUB INCORPORATED</b> <b>NZBN:9429042925262</b> <b>Company number:224291</b>	<b>Club</b>	<b>WHANGAPARAOA TENNIS CLUB</b>



**SCHEDULE 3 – EXISTING LOCAL AFFILIATES**

<b>Full Legal Name (Society registration number)</b>	<b>Known As</b>

## SCHEDULE 4 – TRANSITION RULES

Members shall not be required to comply with the Rules set out in the table below until the date specified, unless a later date is prior approved by the TNZ Board.

Rule	Date
<b>LTPs</b>	
Rule 5 - have written agreement with Tennis Northern	31 March 2025
Rule 12.2a - use efforts to require individuals to become Members	30 June 2025
Rule 12.2b - require others to become Members	30 June 2025
Rule 12.2c - have a Member Management System	30 June 2025
Rule 12.2f - be a member of TNZ and RTO	30 June 2025
Rule 12.2h - have a compliant constitution	31 May 2025
<b>Clubs / LAOs</b>	
Rule 12.2a - use efforts to require individuals to become Members	5 April 2026
Rule 12.2b - require others to become Members	5 April 2026
Rule 12.2c - have a Member Management System	5 April 2026
Rule 12.2f - be a member of TNZ, RTO and any LTP	5 April 2026
Rule 12.2h - have a compliant constitution	5 April 2026
Rule 14.2b - as much as reasonably practicable only Members have access	5 April 2026
<b>Individual Members</b>	
Rule 10 - Individual Members	Date specified by the Member's Club, Applicable LTP or Tennis Northern
Rule 16.2 - renew membership using Member Management System	Date specified by the Member's Club, Applicable LTP or Tennis Northern