

“Hutt Valley Tennis Incorporated”

Constitution

**Commencement Date
1st March 2019**

TABLE OF CONTENTS

Note – words used in this Constitution are defined at the end of the Constitution in Rule 26.

	Page
Part I	Objects and Powers
Rule 1	Name and Registered Office..... 3
Rule 2	Objects 3
Rule 3	Powers and Responsibilities 3-4
Part II	Membership.....
Rule 4	Members 4-5
Rule 5	Member Clubs..... 5
Rule 6	Life Members 5
-	-
Rule 7	Member Entitlements and Obligations 6
Rule 8	Termination of Membership 6-7
Rule 9	Register of Members 7
Rule 10	Membership and Other Fees 7
Part III	Officers and Management Committee.....
Rule 11	Officers..... 7
Rule 12	Management Committee..... 8-11
Rule 13	Correspondence..... 11
Part IV	General Meetings
Rule 14	Meetings of Members 11-13
Part V	Miscellaneous.....
Rule 15	Mitchell Park Trustees..... 13-14
Rule 16	Discipline, Disputes and Appeals..... 14-15
Rule 17	Rules of Tennis 15
Rule 18	Finances..... 15
Rule 19	Common Seal 15
Rule 20	Alteration of Constitution..... 15
Rule 21	Prohibition on Personal Benefits..... 16
Rule 22	Regulations 16
Rule 23	Winding Up..... 16
Rule 24	Indemnity..... 16
Rule 25	Interpretation..... 16-17

Hutt Valley Tennis Incorporated

Constitution

Part I – Objects & Powers

1. Name and Registered Office

- 1.1 The name of the incorporated society is Hutt Valley Tennis Incorporated (“the Association”).
- 1.2 The registered office of the Association shall be at such place in the Association Area as determined by the Management Committee.

2. Objects

- 2.1 The objects of the Association are to:
- a. Promote, develop, enhance and protect the sport of tennis mainly as an amateur sport for the recreation and entertainment of the general public in the Association Area;
 - b. Develop opportunities, programmes and facilities to enable, encourage and enhance the participation, enjoyment and performance in tennis
 - c. Seek and promote the membership of the Association;
 - d. Be the representative of the Members in the Association Area for Tennis Central and Tennis NZ
 - e. Encourage and promote tennis as an activity that promotes the health and safety of all participants and that respects the principles of fair play and is free from doping;
 - f. Act in good faith and loyalty with its Members to ensure the maintenance and enhancement of tennis in New Zealand including its standards, quality and its reputation for the collective and mutual benefit of Tennis NZ, Tennis Central, the Association, the other Regional Centres and other Associations and its Members;
 - g. Seek, maintain and enhance the reputation of tennis through the development of rules, standards and practices that fulfil these objects;
 - h. Promote mutual trust and confidence among its Members Tennis Central, Tennis NZ, the other Regional Centres and other Associations and its Members and at all times to act on behalf of, and in the interests of, the Members and tennis in New Zealand;
 - i. Undertake and implement the objects of the Association in a manner that is consistent with the objects of Tennis NZ, the objects of Tennis Central
 - j. Maintain and promote the use of Mitchell Park including the use of tennis courts for the members and the general public in the Association Area.

3. Powers and Responsibilities

- 3.1 **Powers:** Subject to Rule 3.2, the Association has the power to:
- a. Make, alter, rescind, enforce this Constitution (subject to Rule 16), and any rules, regulations, policies and procedures that it determines for the governance, management and operation of the Association;
 - 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;
 - c. Determine its membership including withdrawing, suspending or terminating Members;
 - d. Own, purchase, lease, hire, construct 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 the Association and grant such rights and privileges over such property as it considers appropriate;

- g. Determine, raise and receive money by subscriptions, donations, fees, levies, entry or usage charges, sponsorship, government funding, community funding or otherwise;
 - h. Produce, develop, create, license and otherwise exploit use and protect the Intellectual Property of the Association;
 - 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 Association Area;
 - l. Select Association representative tennis players, squads and teams;
 - m. 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 the Association or generally for any purpose designed to benefit tennis in the Association Area;
 - n. Hold a liquor licence pursuant to the Sale and Supply of Alcohol Act 2012 or any replacement legislation;
 - o. Do any other acts or things that are incidental or conducive to the attainment of the objects of the Association.
- 3.2 The Association shall not utilise any of the above powers in a manner that is inconsistent with or contrary to the Tennis NZ Constitution or the Tennis Central constitution.
- 3.3 **Responsibilities:** The Association is responsible for promoting, developing, enhancing and protecting the sport of tennis in the Association Area:
- 3.4 **Association Agreement:** The Association will enter into an Association Agreement with Tennis Central. In addition the Association acknowledges it has obligations to Tennis NZ and Tennis Central as set out in the Tennis NZ Constitution and the Tennis Central constitution respectively.

Part II – Membership

4. Members

- 4.1 The members of the Association shall be:
- a. Member Clubs as described in Rule 5;
 - b. Life Members as described in Rule 6;
 - c. Any other category or categories of membership of the Association determined from time to time by the Members at a General Meeting by Special Resolution **provided that** such membership is not inconsistent with the Tennis NZ Constitution and the Tennis Central constitution.

5. Member Clubs

- 5.1 **New Member Clubs:** A group of at least 15 individuals who wish to form a new Member Club in the Association Area shall apply to the Management Committee. Such application shall be determined by the Management Committee in accordance with this Constitution.
- 5.2 **Club Register of Members and Participants:** Each Member Club shall maintain a register of its members in accordance with the Act. Each Member Club shall submit to the Association by the 15 January and 15 July in each year, the names and category of membership of each of their members who are registered with, and have paid all fees owing to the Club as at 31 December and 30 June respectively. In addition each Member Club shall submit to the Association, by a specified date annually, the details of any participants in tennis at the Club, who are not members of the Club, for the purposes of a national database of all tennis participants.
- 5.3 **Club Obligations:** In addition to the obligations as a Member (Rule 7 and Rule 9), each Member Club must:
- a. Administer, promote and develop tennis in the Club in accordance with the objects of Tennis NZ, Tennis Central and the Association;
 - b. Be an incorporated society registered under and in compliance with the Act including maintaining registration;
 - c. Appoint delegates to represent the Member Club at General Meetings of the Association Authorise a Delegate appointed by the Association to represent and vote in accordance with its interests at general meetings of Tennis Central on behalf of one or more Member Clubs;

- d. Act in good faith and loyalty with Tennis NZ, Tennis Central, the Association and its Members to ensure the maintenance and enhancement of tennis for the collective and mutual benefit of Tennis NZ, Tennis Central, the Association, the Member Club and their respective members;
- e. At all times act on behalf of and in the interests of its members and promote mutual trust and confidence among Tennis NZ, Tennis Central, the Association, the Other Associations, the other Member Clubs and their respective Members
- f. Do all that is reasonably necessary to enable the objects of Tennis NZ, the objects of Tennis Central, the objects of the Association, and the objects of the Member Club to be achieved;
- g. Not do or permit to be done any act or thing that might adversely affect or derogate from the standards, quality and reputation of tennis in New Zealand;
- h. Not acquire a private advantage at the expense of Tennis NZ, Tennis Central, the Association, the Other Associations or other Member Clubs, unless otherwise agreed; and
- i. Operate with mutual trust and confidence among Tennis NZ, Tennis Central, the Association, the Other Associations, the other Member Clubs and the Members.
- j. Have a financial year ending on the 30 April each year
- k. Recognise Hutt Valley Tennis Inc as a Life Member of the Club

5.4 **Constitution:** Each Member Club shall on request provide to the Management Committee a copy of its constitution and any proposed amendments to it. The Management Committee may request a Club to amend its constitution, or any Rule or proposed Rule within it, if it does not comply with, or is inconsistent or in conflict with, the Tennis NZ Constitution, Tennis NZ Regulations, the Tennis Central constitution, Tennis Central regulations, and/or this Constitution.

6. Life Members

6.1 Life membership may be granted in recognition and appreciation of outstanding service by a person for the benefit of the Association. Any person may be nominated for life membership of the Association but must be nominated by the Management Committee or a Member Club. Such nomination must be made to the Management Committee in writing setting out the grounds for the nomination. The Management Committee, must then determine in its discretion as to whether the nomination should be forwarded to a General Meeting for determination by the Members.

7. Member Entitlements and Obligations

7.1 **Obligations:** Members acknowledge and agree that:

- a. This Constitution constitutes a contract between each of them and the Association, and they are bound by this Constitution
- b. They shall recognise and observe this Constitution and any determination, resolution or policy that may be made or passed by the Management Committee;
- c. This Constitution and Regulations are made in the pursuit of a common object, namely the mutual and collective benefit of the Association, and its Members and the game of tennis; and
- d. They are entitled to all benefits, advantages, and privileges conferred by this Constitution.

7.2 **Payment of Fees:** In order to receive or continue to receive entitlements Members must meet all requirements of membership set out in this Constitution including payment of any membership or other fees within a required time period.

7.3 **Failure to Pay Fees:** The failure by a Member to comply with Rule 7.2 may result in withdrawal of entitlements as determined by the Management Committee but shall not excuse such Member from being bound by this Constitution.

7.4 **Entitlements:**

- a. Member Clubs are entitled to:
 - i. Participate in the activities of the Association subject at all times to being eligible for, and complying with, the terms and conditions of such activities;
 - ii. Receive notices and papers and be able to attend speak and vote at General Meetings of the Association

- b. Life Members are not required to pay any membership fee and they are also entitled to such other benefits (if any) as determined by the Management Committee. Life Members may attend (at the Association's cost) and speak at General Meetings of the Association.

8. Termination of Membership

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

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

it may suspend, take such other steps as it considers appropriate or terminate its status as a Member, provided that before doing so the Management Committee shall:

 - i. Give written notice to the Member Club of the alleged breach in Rule 8.3a to c; and
 - ii. Give the Member Club a reasonable opportunity to make submissions regarding the alleged breach; and
 - iii. Give the Member Club a reasonable opportunity (as determined by the Management Committee) to remedy the breach, if in the Management Committee's opinion it is capable of being remedied.
- 8.4 **Effect of Termination:** A Member that ceases to be a Member of the Association shall forfeit all rights in and claims upon the Association and its property and shall not use any property of the Association including Intellectual Property. Where a member that is terminated is a member club it shall also cease all rights to be present or represented at a General Meeting of the Association
- 8.5 Membership that has been terminated by the Association may only be reinstated at the discretion of the Members at a General Meeting.

9. Register of Members

- 9.1 The Secretary shall keep and maintain a Register of Members in accordance with the Act.
- 9.2 The collection of any personal information for the Register of Members shall comply with the Privacy Act 1993 or any replacement legislation.
- 9.3 Any entry on the Register of Members shall be available for inspection by Members upon reasonable request and in compliance with the Privacy Act 1993 or any replacement legislation.

10. Membership and Other Fees

- 10.1 The Members at an AGM shall determine :
 - a. Any membership or other fees payable by each Member Club in the Association Area;

The Management Committee shall determine

 - b. other fees payable by members of Member Clubs and other participants at tournaments, competitions, events and activities held by or under the auspices of the Association;
 - c. The due date for payment of such fees; and

- d. The manner for payment of such fees.
- 10.2 The Tennis NZ Board may investigate, and if it considers appropriate, request the Management Committee in the Association Area to alter the nature and/or amount of any fees specified in Rule 10.1b.

Part III – Officers and Management Committee

11. Officers

- 11.1 The officers of the Association shall be:
- a. the President;
 - b. The Past President
 - c. the Treasurer; and
 - d. the Secretary.
- 11.2 The Management Committee can invite a person to be Patron, who, in the opinion of the committee, has rendered valuable services to HV Tennis. The Patron shall be entitled to attend and speak at General Meetings but shall have no right to vote; such appointment is of one year duration.
- 11.3 The role of Secretary and Treasurer may be combined. These positions may also be paid positions in which case they will not have any voting rights

12. Management Committee

- 12.1 **Role of the Management Committee:**
- a. The Management Committee shall be responsible for governing and managing the Association, subject to this Constitution, may exercise all the powers of the Association.
 - b. The Management Committee may, through clearly-defined and written delegations of authority, delegate some or all of the day-to-day management of the business and affairs of the Association.
- 12.2 **Composition of the Management Committee:** The Management Committee shall comprise of:
- a. President
 - b. The Past President
 - c. The Treasurer
 - d. The Secretary
 - e. Eight (8) other persons elected under Rule 12.3.
- 12.3 **Election of Management Committee:** Subject to this Constitution, the Management Committee Members shall be elected in accordance with the following process:
- a. Nominations for Officers and Management Committee may only be made by Members and shall be in the approved form as determined by the Management Committee and received at the registered office of the Association not less than ten (10) days before the date set for the AGM;
 - b. In the event there are insufficient nominees the Chairman may call for nominations from the floor
- 12.4 The Management Committee shall, at the first meeting after the AGM, determine from amongst its number the Chairperson of the Management Committee, **Eligibility:** The following persons shall not be eligible for election or to remain in office, as a Management Committee Member:
- a. **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 111 of the Insolvency Act;
 - b. **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or has served the sentence imposed on them;
 - c. **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or has served the sentence imposed on them;
 - d. **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 199K or section 199L or section 199N of the Companies Act 1955 or under section 382 or section 383 or section 385 of the Companies Act 1993;

- e. **Property Order:** a person who is subject to a property order made under section 30 or section 31 (lacking in competence to manage own affairs) of the Protection of Personal and Property Rights Act 1988;

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

- 12.5 **Vacancies:** If there is a casual vacancy on the Management Committee, the remaining Management Committee Members may appoint a person of their choice to fill the vacancy for the balance of the term, or the Management Committee may leave the vacancy unfilled until the AGM for that year.
- 12.6 A casual vacancy arises if:
- a. A Management Committee Member resigns from office prior to the expiry of their term of office;
 - b. A Management Committee Member dies;
 - c. A Management Committee Member is removed under Rule 12.8;
 - d. A Management Committee Member is absent from more than two successive meetings unless leave of absence is granted by the Chairperson; or
 - e. Any of the circumstances in Rule 12.5 arise.
- 12.7 **Removal of Management Committee Member/s:** The Members in an SGM called for this purpose by the Members or the Management Committee may, by Special Resolution, remove any Management Committee Member/s before the expiration of their term of office.
- 12.8 Upon the Secretary receiving a request for an SGM for the purpose of removing a Management Committee Member/s, the Secretary shall send the notice to the Management Committee Member/s concerned in addition to the persons specified in Rule 14.8.
- 12.9 Following notification under Rule 14.8 and before voting on the resolution to remove a Management Committee Member/s, the Management Committee Member/s affected by the proposed resolution shall be given the opportunity prior to and at the SGM to make submissions in writing and/or orally to the Management Committee and the persons entitled to be present at the General Meeting about the proposed resolution.
- 12.10 **Duties of Management Committee Members:** The duties of each Management Committee Member are to:
- a. Act in good faith and in the best interests of the Association and Tennis in New Zealand at all times;
 - b. Exercise the powers of the Management Committee for proper purposes;
 - c. Act, and ensure the Association acts, in accordance with this Constitution;
 - d. Not agree to, nor cause or allow, the activities of the Association being carried on in a manner likely to create a substantial risk of serious loss to the Association's creditors;
 - e. Not agree to the Association incurring any obligations unless the Management Committee Member believes at that time on reasonable grounds that the Association will be able to perform the obligations when it is required to do so;
 - f. Exercise the care, diligence and skill that a reasonable Management Committee Member would exercise in the same circumstances taking into account, but without limitation, the nature of the Association, the nature of the decision and the position of the Management Committee Member and the nature of the responsibilities undertaken by the Management Committee Member;
 - g. If the Management Committee Member is interested (as defined in section 139(1) of the Companies Act 1993) in a transaction or proposed transaction of the Association, disclose to the Management Committee the nature and extent of such interest as soon as the Management Committee Member becomes aware of the fact that he or she has such interest. Such interest shall also be recorded on the Management Committee's interests register;
 - h. Take such other steps as determined by the Management Committee in respect of any interest specified in Rule 12.11g which may include, without limitation, abstaining from deliberations and/or any vote regarding such interest;
 - i. Not disclose information that the Management Committee Member would not otherwise have available to him or her other than in their capacity as a Management Committee Member, to any person, or make use of or act on the information except:
 - i. For the purposes of the Association;
 - ii. As required by law; and
 - iii. To persons, or for the reasons, specified in sections 145(2) and 145(3) of the Companies Act 1993.
 - j. Regularly attend Management Committee Meetings and General Meetings of the Association

- 12.11 **Powers of the Management Committee:** Without limiting the generality of the Management Committee's powers to carry out the Objects of the Association as it considers necessary, the Management Committee shall have the specific powers to carry out the following duties:
- a. To appoint any employees and enter into a contract with such remuneration and on such terms and conditions as the Management Committee thinks fit;
 - b. To adopt and regularly review a strategic plan for the Association that must be consistent with the strategic plans of Tennis NZ and Tennis Central and that must include goals and objectives for tennis in the Association Area and measures for short and long term success;
 - c. To adopt and regularly review an annual plan and budget for financial performance and to monitor results against the annual plan and budget;
 - d. To facilitate local forums for its Members, in addition to General Meetings;
 - e. In conjunction with Tennis Central assist and develop the Member Clubs;
 - f. To arrange and implement tennis tournaments, competitions, events and activities in the Association Area;
 - g. To secure funding and sponsorship for the activities in the Association Area;
 - h. To manage tennis facilities within its jurisdiction in the Association Area;
 - i. To facilitate the administration of coaching, refereeing and other game officials in the Association Area;
 - j. To work with any members of any Affiliates in the Association Area so as to act collectively in the interests of the game of tennis in the Association Area;
 - k. To make, repeal and amend any Regulations, policies and procedures as it thinks necessary for the management of the Association or to fulfil its objects including rules and regulations relating to Member Clubs, discipline, disputes and appeals, and such other matters as it thinks fit;
 - l. To make, repeal and amend rules for the regulation and control of any tournaments or events under its jurisdiction including conditions of entry;
 - m. To establish such subcommittees as it considers appropriate and to delegate such powers and responsibilities as it considers appropriate. The President or their nominee shall have the right to attend any meeting of any sub-committee;
 - n. To control expenditure and raise any money to fulfil the objects of the Association;
 - o. To determine the criteria and procedures to apply in respect of the appointment of coaches, selectors, managers and other members of Association tennis squads and teams;
 - p. To ensure that the Association has in place all the necessary internal reporting systems and controls together with the means of monitoring performance and results;
 - q. To open and operate in the name of the Association such banking accounts as deemed necessary;
 - r. To regularly agree performance indicators and standards with management;
 - s. To co-opt, engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Management Committee;
 - t. To determine the yearly calendar for local tournaments, events and competitions in the Association Area;
 - u. To appoint and administer sub-committees as it considers appropriate;
 - v. To discipline Members as specified in this Constitution including holding an enquiry or appointing a person or persons to hold an enquiry into and imposing such penalty as it thinks fit in case of misconduct by any team, player or official while under the direct control of the Association or for such other reason as the Management Committee shall decide;
 - w. To fill any casual vacancy on the Management Committee as specified in this Constitution;
 - x. To appoint a delegate to attend general meetings of Tennis Central;
 - y. To call SGMs;
 - z. To resolve and determine any disputes or matters not provided for in this Constitution; and
 - aa. To review its own processes and effectiveness.
- 12.12 **Management Committee Meetings:** Management Committee meetings may be called at any time by the President or two (2) Management Committee Members but generally the Management Committee shall meet at regular

intervals agreed by the Management Committee. Except to the extent specified in this Constitution the Management Committee shall regulate its own procedure.

- 12.13 **Quorum:** The quorum for a Management Committee meeting shall be five (5) Management Committee members.
- 12.14 **Voting:** Each Management Committee Member shall have one vote at Management Committee meetings. In the event of a deadlock, the chairperson of the meeting shall have an additional casting vote. Voting shall be by voices or, upon request of any Management Committee Member, by a show of hands or by a ballot. Proxy and postal voting is not permitted.
- 12.15 **Resolutions:** A resolution in writing signed or consented to by e-mail, facsimile or other forms of visible or other electronic communication by a majority of the Management Committee shall be valid as if it had been passed at a meeting of the Management Committee. Any such resolution may consist of several documents in the same form each signed by one or more of the Management Committee.
- 12.16 **Meetings using Technology:** Any Management Committee Member may participate in any meeting of the Management Committee and vote on any proposed resolution at a meeting of the Management Committee without being physically present. This may only occur at meetings by telephone, through video conferencing, facilities or by other means of electronic communication provided that prior notice of the meeting is given to all Management Committee Members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by a Management Committee Member in this manner at a meeting shall constitute the presence of that Management Committee Member at that meeting.
- 12.17 **Expenses:** The Management Committee may, by majority vote, reimburse its Management Committee Members for their actual and reasonable expenses incurred in the conduct of the Association's business. Prior to doing so the Management Committee must establish a policy to be applied to the reimbursement of any such expenses.
- 12.18 **Matters Not Provided For:** If any situation arises that, in the opinion of the Management Committee, is not provided for in the Regulations, policies or procedures of the Association, the matter will be determined by the Management Committee.

13. **Correspondence**

- 13.1 All official communications, correspondence, notices, and other information between the Association and Members shall be made through the Secretary of the Association and the secretaries of the Member Clubs unless the Management Committee determines, on a case by case basis and in its discretion, that an alternative procedure is appropriate.

Part IV – General Meetings

14. **Meetings of Members**

- 14.1 **AGM:** The Association must hold an AGM once every year at such time, date and place as the Management Committee determines but not more than 15 months after the last AGM.
- 14.2 **SGMs:** Any other General Meetings of the Members shall be Special General Meetings.
- 14.3 **Notice of AGM:** The Secretary must give at least thirty (30) days notice in writing to all Management Committee Members, the Member Clubs, and the Life Members of the AGM. The notice shall set out:
- a. the date, time and venue for the AGM;
 - b. the date and time by which notification of the Delegate(s) for the AGM must be received by the Secretary; and
 - c. the closing date/s for nominations for any elections, proposed motions and other items of business to be submitted to the Secretary.
- 14.4 **Notice of AGM Business:** Not less than twenty one (21) days before the date set for the AGM, any nominations for any elections, proposed motions and other items of business must be received in writing by the Secretary from Member Clubs, and the Management Committee.
- 14.5 **Business of AGM:** The following business shall be discussed at each AGM:
- a. The receipt from the Management Committee of a report and audited statements of financial position and of financial performance for the preceding year;
 - b. The election of Officers and Management Committee Members of the Association;
 - c. The appointment of the auditor;
 - d. The determination of the membership fees, if any, payable to the Association by the Members;

- e. Any motion or motions proposing to alter this Constitution;
- f. Any other motions or matters, including general business, that have been properly submitted for consideration at the AGM.

14.6 **Agenda:** An agenda containing the business to be discussed at an AGM (as set out in Rule 14.5) shall be forwarded by the Secretary to the Management Committee, Member Clubs, and the Life Members by no later than fourteen (14) days before the date of the General Meeting. Any additional items of business not listed on the agenda may only be discussed by agreement of the majority of those persons entitled to vote at the meeting.

14.7 **SGM:** The Secretary must call a Special General Meeting (SGM) upon a written request from:

- a. The Management Committee; or
- b. Three (3) or more Member Clubs

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

14.8 **Notice of SGM:** Not less than twenty one (21) days written notice must be given by the Secretary to the Management Committee, Member Clubs, and the Life Members for an SGM which notice shall include:

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

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

14.10 **Quorum:** No business shall be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to commence as set out in the notice of meeting. The quorum for a General Meeting shall be such number of Delegates necessary to hold 50% of the votes. The quorum must be present at all times during the meeting. If a quorum is not obtained within half an hour of the intended commencement time of the General Meeting, then the General Meeting shall be adjourned to such other day, time and place as determined by the Management Committee and if no quorum is obtained at the stage of such further General Meeting, then the persons present at that further General Meeting are deemed to constitute a valid quorum.

14.11 **Chairperson:** The President shall preside as the chairperson at General Meetings. If the President is unavailable or unwilling to chair the meeting, then the Chairperson of the Management Committee shall preside and in the absence of both of those persons, then the persons entitled to be present at the General Meeting shall elect a person present to be the chairperson of the General Meeting.

14.12 **Member Club Delegates:** Each Member Club shall appoint Delegates to represent it at General Meetings based upon their total membership on the following basis:

- a. 1-100 members = the Club Secretary, plus three additional Delegates
- b. Over 100 members = the Club Secretary, plus three Delegates, plus 1 further additional Delegate for each additional complete number of 50 members in excess of 100.

14.13 No Management Committee Member or employee of the Association may act as a Delegate of a Member Club. The names of the Delegates shall be forwarded in writing to the Secretary by a date and time determined by the Management Committee prior to the commencement of each General Meeting. If an appointed Delegate is not available to attend a General Meeting, the Member Club may appoint an Alternate Delegate, provided that the name of such Alternate Delegate is notified in writing to the Secretary prior to the commencement of the relevant General Meeting.

14.14 **Attendees:** In addition to Management Committee Members and Delegates, individual members of Member Clubs are entitled to and may attend a General Meeting. Such members are entitled to speak at General Meetings with the prior agreement of the chairperson, but shall not be entitled to vote. In addition other persons including employees, contractors and advisors to the Association may attend and speak at General Meetings with the permission of the chairperson.

14.15 **Voting:** Unless otherwise required by this Constitution:

- a. An Ordinary Resolution shall be sufficient to pass a resolution;
- b. Each Member Club shall be entitled to one vote for every member of the Member Club as specified on the Register of Members in accordance with Rule 9.2 of this Constitution **provided that** the Member Club has paid any fees due to the Association.
- c. Each Life member and Trustee member shall be entitled to one vote

- d. Voting shall generally be conducted by voices or by show of hands of Delegates personally present and entitled to vote as determined by the chairperson of the meeting unless a secret ballot or a poll is requested by the chairperson or a Delegate;
- e. On a show of hands a declaration by the chairperson is conclusive evidence of the result, provided that the declaration reflects the show of hands. Neither the chairperson nor the minutes of the meeting shall state the number or proportion of the votes recorded in favour and against the motion;
- f. Elections of the Management Committee Members at an AGM must be undertaken by secret ballot except where:
 - i. There are the same number of nominations as positions available; or
 - ii. There are insufficient nominations and after calling for further nominations from the floor at the AGM there are still insufficient or the same number of nominations for positions available, in which case, those persons who have been nominated shall be declared elected;
- g. Proxy votes shall be permitted;
- h. If an urgent matter or matters arise (as determined by the Management Committee), or where the Members have agreed at a previous General Meeting to do so for a specific purpose, a General Meeting may be held by telephone, through video conferencing facilities or by other means of electronic communication (but excluding email) provided that prior notice of the meeting is given to all persons entitled to vote at a SGM, and that all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by persons entitled to vote at a SGM in this manner at a meeting shall constitute the presence of that person at that meeting;
- i. In the event of equality of votes at a General Meeting, the Chairperson shall have an additional or casting vote;
- j. In the event that a secret ballot is called, two scrutineers must be appointed at the General Meeting to count the votes.

Part V – Miscellaneous

15. Mitchell Park Trustees

- 15.1 The Association shall elect and maintain four (3) Trustees with the powers and duties hereinafter defined.
- 15.2 The Trustees shall be known as the Hutt Valley Tennis Trustees.
 - a. Two shall be nominated by the Association, one of whom shall be Chairman of the Trustees.
 - b. One shall be nominated by the Council. 'Council' means the Hutt City Council, a local authority under the Local Government Act 2002.
- 15.3 A Trustee need not be a member of the Association to be eligible for appointment or election as Trustee.
- 15.4 After appointment each Trustee shall continue to hold office until he resigns or becomes unable to act owing to illness, change of residence or other sufficient cause or until his appointment is revoked by the body by which he was appointed. The body responsible for the appointment of the particular Trustee shall decide when any Trustee is unable to act within the meaning of the paragraph. Resignation shall be in writing addressed to the Secretary of the Trustees.
- 15.5 Any vacancy in the Trustees so occurring shall be filled in the same manner as the original appointment.
- 15.6 So long as any vacancy exists the remaining Trustees shall be deemed to have all the powers and duties of the Trustees.
- 15.7 The Management Committee of the Association shall forthwith give full effect to any recommendation of the Trustees on matters falling within their powers and duties as hereby defined.
- 15.8 The Trustees shall not form part of the Association Management Committee but shall receive notice of every meeting of such committees at which matters falling within the scope of their powers and duties as hereby defined are on the agenda or are likely to arise. The Secretary of the Committee shall notify the Trustees of any matters falling within the scope of their powers and duties arising at or in the course of meetings of the Committee of which the Trustees shall not have received adequate notice.
- 15.9 Without imposing any personal liability upon the Trustees their power and duties shall be:
 - a. To maintain and foster good relationships between and among the Association and the Council.
 - b. To provide continuity of contact between and among the Association and the Council.

- c. To deal with such matters of policy relating to the Association and the Council and its activities and incidental matters) as directly affect the Council and its interests and rights under the lease to the Association.
 - d. To ensure so far as it is within their power that the Association meets its obligations in relation to moneys borrowed for the purposes of the maintenance, development and/or extension of the Mitchell Park Pavilion and tennis courts.
 - e. To make such recommendations to the Management Committee of the Association as the Trustees may think fit in regard to matters within the scope of their powers and duties as hereby defined.
 - f. To do all such other things as are incidental to or conducive to the attainment of the foregoing.
- 15.10 The Trustees shall appoint a Secretary. The Secretary may be such a person (whether a Trustee or not) as the Trustees think fit. If the Secretary is not a Trustee he shall attend meetings but shall not be entitled to vote. Vacancies in the office of the Secretary may be filled by the Trustees as they occur.
- 15.11 The Trustees shall hold a meeting within one month of the Annual General Meeting of the Association. The Secretary of the Trustees may at any time convene additional meetings of the Trustees by giving seven days' notice of such meetings to them. He shall so convene a meeting on receipt of a written requisition from any of the following, namely the Secretary of the Association, the Council or any two of the Trustees, such meeting to be fixed for a date within ten days of the receipt of the requisition.
- 15.12 The quorum at any meeting of the Trustees shall be three.
- 15.13 At meetings of the Trustees the Chairman shall have a casting as well as a deliberative vote.

16. **Discipline, Disputes and Appeals**

- 16.1 If a matter described in Rule 16.2 arises, the Management Committee shall hear and determine the matter.
- 16.2 The Management Committee shall hear and determine all matters relating to misconduct and disputes arising out of:
- a. Events held by or under the auspices of the Association; and
 - b. Any policy or regulation of the Association,
- including imposing penalties, as set out in the Regulations.
- 16.3 **Disputes:** In the event of a sports related dispute arising between any member of a Member Club or between a Member Club, and the Management Committee involving a matter that falls outside the jurisdiction of either Tennis NZ, Tennis Central or the Association's Judicial Committee, the parties shall:
- a. endeavour to negotiate a resolution of the dispute by themselves or with the assistance of professional advisors; and failing that,
 - b. endeavour to agree on a resolution of the dispute by attending mediation; and failing that,
 - c. either party may refer the dispute to the Tennis Central Board for determination by it in accordance with Tennis Central Regulations.

17. **Rules of Tennis**

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

18. **Finances**

- 18.1 Unless otherwise determined by the Management Committee the financial year of the Association shall end on the 30th day of April.
- 18.2 Statements of financial position and of financial performance shall be prepared in accordance with generally accepted accounting principles and shall be audited each year and these audited accounts shall be submitted to the AGM. The auditor shall be independent and shall be appointed at each AGM. The auditor must not be a Delegate of the Association.
- 18.3 The Management Committee is responsible for the receipt and banking of all monies received by the Association. All funds of the Association shall be paid to a bank account(s) in the name of the Association and the bank account(s) must be operated in accordance with the policy determined by the Management Committee.
- 18.4 The Management Committee must ensure correct accounting records are kept. The accounting records of the Association must be kept at the office of the Association or at such place as the Management Committee may

determine and must be open to inspection by Members at such reasonable times agreed by the Management Committee.

19. Common Seal

- 19.1 The common seal of the Association shall be kept in the control of the Management Committee and may be affixed to any document only by resolution of the Management Committee and in the presence of and with the accompanying signatures of the President and the Secretary, and in the absence of either of those, then of another Management Committee Member.

20. Alterations of Constitution

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

21. Prohibition on Personal Benefits

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

22. Regulations

- 22.1 The Management Committee may make, repeal and amend such Regulations as it thinks appropriate including Regulations relating to Member Clubs, discipline, disputes and appeals, and such other matters as it thinks fit **provided that** it must regulate matters that further the objects of the Association and that are in accordance with the powers of the Association as set out in this Constitution.

23. Winding Up

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

24. Indemnity

- 24.1 The Association shall indemnify every member of the Management Committee, other officers and employees of the Association in respect of all liability arising from the proper performance of their functions connected with the Association.

25. Interpretation

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

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

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

AGM means the Annual General Meeting of the Association.

Association means Hutt Valley Tennis Incorporated.

Association Area means the geographical area determined by Order in Council (and notified in the New Zealand Gazette) comprising of, and/or as described in the relevant Plans of, the Hutt City Council and Upper Hutt City Council and as amended from time to time.

Association Agreement means a written agreement entered into between the Centre Board of Tennis Central and the Association that sets out the basis on which the Association will be a member of, relate to, and function with Tennis Central, in accordance with the constitution of Tennis Central.

Delegate means a person elected or appointed to represent a Member Club as specified in Rules 14.14 and 14.15.

General Meeting means an AGM or a SGM.

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

ITF means the International Tennis Federation Limited.

Life Member means a person who has been granted life membership of the Association under Rule 6.

Management Committee means the committee elected under Rule 12.

Management Committee Member means a member of the Management Committee.

Member means and includes all classes of members of the Association as specified in Rule 4.

Member Club means a tennis club that is a member of the Association

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

Other Associations means other Tennis Associations that are members of Tennis NZ, previously known as District Associations (as defined in the previous constitution of Tennis NZ), and for avoidance of doubt expressly excludes Affiliates.

Patron means the person who is appointed patron of the Association under Rule 11.

Register of Members means the register in which details of Members are held by Tennis NZ and the Association as specified in Rule 9.

Regulations means the regulations of the Association established and amended from time to time by the Management Committee.

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

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

SGM means a Special General Meeting.

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

Tennis Central means Tennis Central Region Incorporated, the Regional Centre of which the Association is a member.

Tennis NZ means Tennis New Zealand Incorporated

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

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

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

25.2 **Construction:** In this Constitution:

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

- h. headings and the contents page are for reference only and are to be ignored in construing this Constitution.