



Eastlink Tennis Trust  
Incorporated Society No. 214188

### NAME CHANGE AND ADOPTION OF A NEW CONSTITUTION



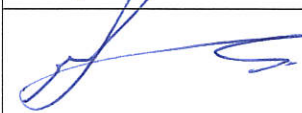
The following special resolution was unanimously passed at a Special General Meeting of Eastlink Tennis Trust which was held on Thursday 19<sup>th</sup> September 2019 at the Waikato Tennis Centre.

“That the current constitution of Eastlink Tennis Trust dated 17th May 2017 be replaced by a new constitution dated 1<sup>st</sup> September 2019 and presented at the Special General Meeting of Eastlink Tennis Trust on Thursday 19th September 2019 and that Eastlink Tennis Trust change its name to “Waikato Tennis Trust Incorporated.”

### ALTERATION TO RULES

**EASTLINK TENNIS TRUST INCORPORATED SOCIETY No. 214188**

We certify that the attached Constitution/Rules and the renaming of the entity to “Waikato Tennis Trust Incorporated” were approved by members of Eastlink Tennis Trust Incorporated at a Special General Meeting held on Thursday 19<sup>th</sup> September 2019.

Signature	Name	Member Club
	Richard Kenneth Owen	Lugton Park
	RICHARD SHEPHARD	ST PETERS
	Mike Innes	Beerescourt-





**CONSTITUTION OF**

**WAIKATO TENNIS TRUST**  
**(INCORPORATED)**

As at 1<sup>st</sup> September 2019

## CONSTITUTION OF WAIKATO TENNIS TRUST INCORPORATED

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## 1. NAME

- 1.1 The society shall be called the Waikato Tennis Trust Incorporated (“the Trust”)

## 2. INTERPRETATION

- 2.1 The following abbreviations and definitions are used in this constitution:

“**Annual General Meeting**” is the General Meeting of the Trust held annually under rule 6.1.

“**Board**” means the Board of the Trust constituted under rule 8.

“**Club**” means a Tennis Club as defined in rule 5.2.

“**Delegate**” means a person defined in rule 7.12.

“**General Meeting**” means an Annual General Meeting, General Meeting or Special General Meeting of the Trust as defined in rule 6.

“**Life Member**” means a Life Member of TWBRI.

“**Member**” means a Member of the Trust as defined in rule 5.1.

“**Special General Meeting**” means a General Meeting of the Trust called under rule 6.2.

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

“**Trust**” means the Waikato Tennis Trust Incorporated.

“**TWBRI**” means Tennis Waikato-Bays Region Incorporated.

“**TWTV**” means Tennis Waikato Thames Valley Incorporated.

“**WT**” means the Waikato Tennis Trust Incorporated.

- 2.2 In the event of any question arising as to the meaning or interpretation of any rule in this constitution such question shall be referred to and be decided by the Board or any person or body appointed by the Board for that purpose.

## 3. PURPOSE AND POWERS

- 3.1 **The Purposes of WT are to:**

To own and provide assets to be used in the promotion of tennis and the playing of tennis in the Waikato and Thames Valley. The major asset at the time this Constitution came into force being the Waikato Tennis Centre facility situated at Old Farm Road, Hamilton.

Be the body in Waikato/Thames Valley region to promote, develop and enhance the sport of tennis in the region.

Develop opportunities, programmes and facilities to enable, encourage, and enhance the participation, enjoyment and performance of tennis in the region.

Establish, promote and stage regional and other tennis competitions, including interclub competitions in the region, including determining the rules for such competitions and events.

Be the representative of its members for Tennis NZ and liaise with other regional centres in New Zealand.

Be the representative of its members for Tennis Waikato Bays Region Incorporated

Give and seek recognition for members to obtain awards or public recognition for their services to tennis in the region.

Act in good faith and loyalty with its members to ensure the maintenance of standards, quality and its reputation for the collective and mutual benefit of Tennis NZ, TW and the other regional centres and its members.

### 3.2 **Powers**

The Trust shall have the following powers (but such list shall not be exclusive and shall not limit in any way the other powers of the Trust):

- a. To employ the assets of the Trust in such manner as shall be deemed to be in the best interests of tennis in Waikato and the Thames Valley and to invest the funds of the Trust.
- b. To receive bequests, subscriptions and donations for approved specific or general purposes connected with tennis and to manage the same.
- c. To purchase, lease or otherwise acquire in any way any real or personal property and any rights or privileges which the Trust may think necessary or appropriate.
- d. Organise and control competitions, events and programmes in the region.
- e. Select regional representative tennis players, squads and teams
- f. To acquire, construct, furnish and maintain any tennis courts, grounds, buildings or works necessary or appropriate for the purposes of the Trust
- g. To enter into any contracts, deeds or other agreements with any person, firm, syndicate, corporation or company that may to the Trust appear conducive to the Trust's objects.
- h. To borrow, raise, guarantee or secure the payment of money in such manner as the Trust shall think fit and in particular by mortgage or charge, charged upon all or any of the Trust's assets.

To sell, improve, manage, use, develop, exchange, lease, license, mortgage, charge, dispose of or otherwise deal with all or any part of the property and rights of the Trust with the caveat that any sale

of the Trust's major asset at the time this constitution came into effect is subject to the endorsement of the member clubs at a General Meeting.

- i. To appoint, remove or suspend any staff member and to direct and control such staff members and fix and pay their remuneration.
- j. To affiliate with any other body or association having as one of its objects directly or indirectly any of the objects of the Trust.
- k. To frame rules and/or regulations for the carrying out of all or any of these Rules or objects of the Trust.
- l. Such other power as may be necessary or desirable for the furtherance of the objects of the Trust.

#### **4. RESPONSIBILITIES**

- 4.1 Assisting and developing member clubs to achieve the objects of Tennis NZ and the objects of WT in the region
- 4.2 Delivering Tennis NZ strategic initiatives in the region.
- 4.3 Arranging and servicing regional and local forums for the development of national and regional strategies.
- 4.4 Securing regional funding and sponsorship tennis activities in the region in consultation with Tennis NZ
- 4.5 Facilitating the administration of refereeing, of other game officials, and coaching in the region.

#### **5. MEMBERSHIP**

- 5.1 The Trust shall consist of the following Members:
  - a. Tennis Clubs described in rule 5.2
  - b. Life Members who shall be those life members of TWBRI who reside in Waikato or the Thames Valley, and any life members appointed by the Board of the Trust, upon nomination by any Tennis Club.
- 5.2 **Tennis Clubs:** Tennis Clubs that are members of the Trust shall be those tennis clubs that are situated in the Waikato or Thames Valley area, that either:
  - a. were members of the TWTV Inc prior to this Constitution coming into force, or
  - b. are new member clubs of TW, which upon acceptance of such membership by TW, shall be deemed to be member Tennis Clubs of the Trust.

- 5.3 **New Member Clubs:** A group of individuals who wish to form a new Member Club in the Region shall apply to the WT Board and submit a list of names and addresses of its members and their facilities. Such application shall be determined by the WT Board in accordance with this Constitution.
- 5.4 **Club Register of Members and Participants:** A Member Club shall maintain a register of its Club Members and shall when requested in writing supply to the WT Board complete lists of the names and addresses of all its Club Members and to the extent reasonably practical, details of regular participants in tennis who are not Club Members, and any other information reasonably requested by the WT Board. Member Clubs shall also provide additional information as may be required by applicable Tennis NZ Regulations, provided they have been approved by the WT Board and by Special Resolution at a General Meeting.
- 5.5 **Privacy Act 1993:** The collection of any personal information pursuant to this Rule 5.5 shall comply with the Privacy Act 1993. A register maintained by a Member Club in accordance with Rule 5.9 may be inspected by Members upon reasonable request and in compliance with the Privacy Act 1993.
- 5.6 **Participants:** If requested by the Tennis NZ Board, the Trust will submit, by a specified date annually, the details of any participants in tennis at the Trust's tennis facilities for the purposes of a national database of all tennis participants.
- 5.7 **Life membership** may be granted in recognition and appreciation of outstanding service by a person for the benefit of WT. Any person may be nominated for life membership of WT but must be nominated by two people each from a separate Member Club and seconded by the Board. The Board shall not be required to consider any nomination for life membership unless the nomination is delivered to the Board at least ten (10) full days before the General Meeting at which the nomination would be considered. Nominations must be made to the Board in writing setting out the grounds for the nomination. Life membership of such nominee is only obtained at a General Meeting.
- 5.8 **Member Entitlements and Obligations**
- 5.8.1 **Obligations:** Members acknowledge and agree that:



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

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

5.8.3 **Failure to Pay Fees:** The failure by a Member to comply with Rule 5.8.2 may result in withdrawal of entitlements as determined by the Centre Board but shall not excuse such Member from being bound by this Constitution.

5.8.4 **Entitlements:**  
Members are entitled to:

- a. Participate in the activities of WT subject at all times to being eligible for, and complying with, the terms and conditions of such activities; and receive notices and papers and be able to attend (at their cost), speak and vote at General Meetings via a Delegate of the Member Club in accordance with this Constitution and any Regulations.
- b. Membership of the Trust does not confer any right to hire, use or play on the tennis facilities owned by the Trust. Any such rights shall only be granted by the manager(s) of the tennis facilities appointed by the Board.
- c. Members shall have the voting entitlements as specified in this Constitution.

5.8.5 The Board may suspend or terminate membership of a Member if, in the Board's opinion, after reasonable enquiry and affording the Member concerned a right to be heard, it considers it has brought the Trust or any member, official or employee of it, into disrepute.

## 5.8.6 Termination of Membership

5.8.6.1 **Resignation:** A Member club may resign its membership of WT by giving one month's notice in writing to the Board. Upon the expiration of the notice period and provided that the Member club has paid all arrears of membership fees due and payable by the Member club, the Member club shall cease to be a Member.

5.8.6.2 **Default in Fees:** A Member club may have its membership of WT terminated if any fees (including membership fees) or other payments to WT are due and outstanding. Before such termination can occur the Board must give the Member club 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 may be suspended at the discretion of the Board, pending payment. If such suspension continues for more than three months, the Member club may have their membership automatically terminated on the expiry of such period.

5.8.7 **Discipline:** If the Board considers that a Member club has:

- a. Breached, failed, refused or neglected to comply with a provision of this Constitution, the Regulations; or
- b. Acted in a manner unbecoming of a Member or prejudicial to the objects or the interests of WT and/or tennis; or
- c. Brought WT, or any other Member club, or tennis into disrepute; (collectively referred to in this rule as a "breach")

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

- a. Give written notice to the committee of the Member Club of the alleged breach in Rule 5.8.7(a) to (c);
- b. Give the committee of the Member Club a reasonable opportunity to make submissions regarding the alleged breach; and
- c. Give the committee of the Member Club a reasonable opportunity (as determined by the Board) to remedy the breach, if in the Board's opinion it is capable of being remedied.

5.8.9 **Termination Otherwise:** If a Member club:

- a. Ceases to exist; or
- b. By alteration of boundaries ceases to be within the Region, the Board may terminate its status as a Member or take such other steps as it considers appropriate.

5.8.10 **Suspension:** If a Member is suspended from membership of WT the Member concerned shall:

- a. Not be entitled to attend, speak at or vote at a General Meeting;
- b. Not be entitled to any other privileges or benefits to which it/they would otherwise be entitled including participation in any tournament, activity or event of Tennis NZ, WT, an Affiliate, any other Regional Centre, a Tennis Association or any Member Club, until such time as the suspension is revoked by the Board.

5.8.11 **Effect of Termination:** A Member that ceases to be a Member of WT shall forfeit all rights in and claims upon Tennis NZ and WT and its property and shall not use any property of Tennis NZ or WT including Intellectual Property. Where a Member that is terminated is a Tennis Association or a Member Club it shall also cease all rights to be present or represented at a General Meeting of WT Region.

5.8.12 Membership that has been terminated by WT may only be reinstated at the discretion of the Members at a General Meeting.

## 5.9 Register of Members

- a. The Board shall keep and maintain a Register of Members in accordance with the Act.
- b. The collection of any personal information for the Register of Members shall comply with the Privacy Act 1993.
- c. 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.

## 5.10 Membership and Other Fees

5.10.1 WT at its AGM shall determine any membership or other fees payable by each Member Club and/or Tennis Association, having regard to an operating budget prepared and made available by the Board.

5.10.2 The Board shall from time to time determine:

- a. Any membership or other fees payable by Members at tournaments, competitions, events and activities held by or under the auspices of WT;
- b. The due date for payment of any fees determined pursuant to Rule 5.10.1 or 5.10.2 a; and

- c. The manner for payment of any fees determined pursuant to Rule 5.10.1 or 5.10.2 a.

5.10.3 Each Member Club and Tennis Association shall annually determine membership and other fees for its members including any fees payable for tournaments, competitions, events and activities held by or under their auspices, which fees may be in addition to any fees determined by the Tennis NZ Board under the Tennis NZ Constitution and the WT Board under Rule 5.10.1 and 5.10.2 of this Constitution.

5.10.4 Each Member Club and Tennis Association shall pay to WT all fees due to WT.

## **6. GENERAL MEETINGS**

### **6.1 Annual General Meeting**

The Trust shall hold an Annual General Meeting in the month of September/October in every calendar year on a date to be fixed by the Board.

### **6.2 Special General Meeting**

A Special General Meeting of the Trust may be called by the Board upon its own motion or shall be called upon receipt by the Trust of a written notice signed by at least six Delegates and stating the object of the meeting in sufficient particularity to inform the Board and other Delegates of the purpose of the meeting. The Board shall be entitled to request further particulars of the purpose of the meeting if not sufficiently stated in the notice.

## **7. PROCEDURE OF GENERAL MEETINGS**

### **7.1 Notice**

The Trust shall give to Members at least 14 days clear notice in writing of any General Meeting. Such notice shall state the venue, date and time for such General Meeting and shall also state the business to be transacted at such General Meeting. If an urgent matter arises, the period of notice for a General Meeting (other than an Annual General Meeting) may be reduced as the Board sees fit.

7.2 The accidental omission to give any such notice to any Delegate or Club entitled thereto or, the non-receipt thereof shall not invalidate the proceedings at any General Meeting.

7.3 Any Member or the Board may submit a notice of motion to be considered at a General Meeting. Any such notice of motion shall be forwarded to the Trust no later than the 15th day of the month prior to the month in which such General Meeting is held.

7.4 Either the Chairperson of the Board or, if absent or if the Board so directs, the Deputy Chairperson of the Board or some other person as the Board may appoint shall take the chair at any General Meeting.

- 7.5 The quorum for an Annual General Meeting of the Trust shall be at least a total of 4 Delegates. The quorum for any other General Meeting shall be at least a total of 6 Delegates.
- 7.6 If a quorum at a General Meeting is not present within 15 minutes of the appointed commencement time the General Meeting shall be adjourned to the date seven days later at the same time and place (if possible). Any number of Delegates and Life Members present on this second date shall constitute a quorum.
- 7.7 Every question to be determined at any General Meeting shall in the first instance be decided on the voices or on a show of hands as the Chairperson shall direct.
- 7.8 In the event that a ballot is demanded by a Delegate or required by the chairperson it shall be taken in such manner as the Chairperson shall direct.
- 7.9 In the case of an equality of votes the chairperson shall have a casting vote.
- 7.10 A declaration by the Chairperson for the time being that a resolution or motion has been carried or lost and an entry to that effect made in the official record of the General Meeting shall be conclusive evidence of that fact.
- 7.11 The business of an Annual General Meeting of the Trust shall be:
- a. To read the notice convening the meeting.
  - b. To call the roll.
  - c. To consider the minutes of the last Annual General Meeting.
  - d. To consider any reports.
  - e. To consider the financial statements.
  - f. To elect the relevant Board Member.
  - g. To consider motions of which notice has been given.
  - h. To dispose of any other business which may under the rules of the Trust be introduced at such meetings.
- 7.12 **Delegate:** Each Club shall be represented by one Delegate.
- 7.13 At a General Meeting each Club shall have one vote for a membership up to and including 50 affiliated members and one additional vote for each additional 50 affiliated members as last notified in writing to WT as provided in the rules of WT.
- 7.14 No Delegate shall represent more than one Club.
- 7.15 No Delegate may vote at a General Meeting if the Club which he or she represents has had its membership of WT suspended or terminated.

- 7.16 A vote is valid if it is cast by a Delegate in one of the following instances:
- a. a Club has given notice in writing of the appointment of such Delegate at any time in that financial year of the Trust prior to the conclusion of the roll call at that General Meeting; or
  - b. a Club has given at any time in that financial year of the Trust prior to the conclusion of the roll call at that General Meeting notice in writing of a substitute Delegate representing that Club (such substitute Delegate being any person other than another Delegate representing another Club).
- 7.17 Any General Meeting may, unless the Board or the chairperson shall otherwise direct, be attended by any Member of any Club but without speaking rights provided that the Members present may determine that any particular General Meeting may be addressed by a person or persons other than a Delegate.
- 7.18 All ordinary business of a General Meeting, being all business except as provided in rule 7.19, shall be decided by a simple majority of the votes cast by Delegates present at the General Meeting.
- 7.19 The following categories of special business shall in every case be decided by a Special Resolution of Delegates present at any General Meeting:
- a. Any motion to alter or annul any provision of this constitution;
  - b. Any motion to add a new rule to this constitution;

## **8. THE BOARD**

- 8.1 The governance of the Trust shall be vested in the Board.
- 8.2 Except for the Transitional Board (rule 9.8), the Board shall consist of 7 persons, 5 elected members and 2 independent members appointed by the Board
- 8.3 The Board at its first meeting after the Annual General Meeting in every year shall elect by simple majority one of its Members to be the chairperson and one to be the deputy chairperson. The Chairperson, or in his or her absence, the Deputy Chairperson shall preside at all meetings of the Board.
- 8.4 A meeting of the Board may be called at any time by the Chairperson or by any two Board Members by notice in writing or verbally stating the date, time and place of the meeting and shall otherwise take place as determined by the Board at its previous meeting. Meetings shall take place as frequently as the Board shall consider is warranted but shall be not less than twice during each twelve month period.
- 8.5 The quorum of a meeting of the Board, including the Inaugural Board, shall be four Members. Any Member of the Board absenting himself or herself from three consecutive meetings of the Board without leave of absence or a written explanation to the satisfaction of the Board shall be deemed to have vacated his or her office.

- 8.6 At a meeting of the Board each Board Member defined in rule 8.2 shall be entitled to one vote. A simple majority shall decide each issue. The Chairperson of any Board meeting shall have a second or casting vote in the event of a tie.
- 8.7 If a Board Member is interested (as defined in section 139(1) of the Companies Act 1993) in a transaction or proposed transaction of the Trust he or she must disclose such interest to the Board of the Trust the nature and extent of such interest as soon as the Board Member becomes aware of the fact that he or she has such interest. Such interest shall also be recorded on the Trust Board's interests register. Such Board Member shall also take such other steps as determined by the Board in respect of any interest specified in this rule which may include, without limitation, abstaining from deliberations and/or any vote regarding such interest.
- 8.8 The Members at a Special General Meeting called for this purpose may by Special Resolution remove any Board Member before the expiration of his or her term of office.

## 9. APPOINTMENT OF BOARD MEMBER

- 9.1 A Board Member shall be elected for a term of three years following elections held at an Annual General Meeting.
- 9.2 Each Board Member may stand for re-election at the expiry of his or her three year term.
- 9.3 Any person wishing to stand for election as a Board Member may apply or be nominated by any person to the Trust in writing to that effect to be received by the date determined by the Board as notified to the members in the relevant year. Such written notice may include a written statement prepared by the candidate stating the candidate's background, experience and other information relevant to the election which statement shall be circulated by the Trust to all Clubs with the notice of Annual General Meeting and agenda.
- 9.4 A Board Member is not required to be a Member of a Club.
- 9.5 For avoidance of doubt, nominees for positions as Elected Board Members may hold official positions in (except as employees of) Tennis Associations in the Region and/or Member Clubs if they are elected as a Board Member **provided that** Rule 9.7 (and in particular Rule 9.7(c)) shall apply if any conflict of interest arises in respect of any such Board Member.
- 9.6 Any vacancy on the Board arising for any reason whatsoever may be filled temporarily by the Board in its discretion. Any such temporary appointment by the Board shall be submitted by the Board to the Trust for approval by simple majority at the next following Annual General Meeting. The person so appointed shall act as a Member of the Board for the balance of the term of the Board Member who vacated that position.



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

- a. **Bankrupt:** a person who has been adjudged bankrupt who has not obtained a final order of discharge or whose order of discharge has been suspended for a term not yet expired, or is subject to a condition not yet fulfilled, or to any order under section 111 of the Insolvency Act;
- b. **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years unless that person has obtained a pardon or has served the sentence imposed on them;
- c. **Imprisonment:** a person who has been sentenced to imprisonment for any offence unless that person has obtained a pardon or has served the sentence imposed on them;
- d. **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under section 199K or section 199L or section 199N of the Companies Act 1955 or under section 382 or section 383 or section 385 of the Companies Act 1993; or
- e. **Property Order:** a person who is subject to a property order made under section 30 or section 31 (lacking in competence to manage own affairs) of the Protection of Personal and Property Rights Act 1988,

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

9.8 **Transitional Provisions:** From the date this Constitution comes into force until the conclusion of the WT AGM in 2019, the Board shall comprise the seven (7) people who had been members of the Eastlink Tennis Trust (Incorporated) Board and, with the exception of any employees of TWTV, those people who had been members of the Tennis Waikato Thames Valley (Incorporated) Board immediately prior to the commencement of this Constitution.

- a. **From 2019 AGM:** From the conclusion of the AGM in 2019, the Board shall be those persons elected or appointed in accordance with this Constitution.

## 10. POWERS AND DUTIES OF BOARD

The Board shall have the following powers and duties:

- a. To manage and control the affairs of the Trust.
- b. To manage and control the finances of the Trust.
- c. To manage and control all of the assets of the Trust, including the Waikato Tennis Centre.
- d. To delegate such powers as it may deem advisable to its duly



appointed representatives and to staff Members of WT.

- e. To enlist by co-option for any special purposes the services of any person or persons whether a Member of a Member club or not.
- f. To approve all payments by the Trust.
- g. To purchase, lease or otherwise acquire in any way any property for the Trust.
- h. To sell or otherwise dispose of or permit to be used any property of the Trust.
- i. To borrow or guarantee any funds for and on behalf of the Trust.
- j. To mortgage or otherwise charge any property of the Trust.
- k. To invest the funds of the Trust in any manner authorised by law in New Zealand and to expend the funds of the Trust.
- l. To appoint an emergency panel from its own Members comprising such number as the Board shall decide to make decisions of the Board in circumstances requiring urgency and otherwise with such powers as the Board shall determine.

## **11. FINANCE**

- 11.1 The financial year of the Trust shall close on 30 June in every year.
- 11.2 All moneys received shall be paid to the credit of the Trust at a bank or banks to be determined by the Board.
- 11.3 All Trust payments shall be made in accordance with the Trust Payments policy
- 11.4 The accounts of the Trust shall be audited or reviewed by an auditor/reviewer appointed at the Annual General Meeting in every year and who, if an individual, shall not be an employee of the Trust or be a Member of the Board. The Trust has the discretion to determine if a review or audit is appropriate.
- 11.5 No person (including a Board Member) shall be entitled to derive or otherwise receive any income, benefit or advantage from the Trust 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 Trust shall be entitled to be paid all usual and reasonable professional business and trade charges for work done for the Trust. Any income paid or benefit or advantage conferred must be reasonable and relative to that which would be received in an arm's length transaction (being the open market value). This Rule and its effect must not be removed from this Constitution and must be included in any alteration, addition to or revision to this Constitution.
- 11.6 The common seal of the Trust shall be kept in the control of the Board and may be affixed to any document only by resolution of the Board and

in the presence of and with the accompanying signatures of the Chairperson and the Deputy Chairperson, and in the absence of either of those, then of another Board Member.

## **12. ALTERATION OF RULES**

12.1 No alteration to this constitution shall be made except at a General Meeting by a Special Resolution.

12.2 Such alteration shall take effect from the time stipulated in the motion so passed and failing such stipulation then from the time of registration of the resolution.

12.3 No addition to or alteration or rescission of any rule in this constitution shall be approved if it affects the non-profit aims, personal benefit rule (rule 11.5) or the winding up rule (rule 13). The provisions and effect of this rule shall not be removed from this constitution and shall be included and implied into any document replacing this constitution.

## **13. WINDING UP**

13.1 The Trust may be wound up if:

13.1.1 all the liabilities of the Trust have been discharged and

13.1.2 a Special General Meeting has been convened for that purpose giving to all Members at least 30 day's notice of such meeting and

13.1.3 the winding up is approved by Special Resolution at that meeting.

13.2 If upon the winding up of the Trust there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among the Members but shall be given or transferred to WT or charitable body having objects similar to the objects of the Trust or to some charitable organisation or purpose within New Zealand.

## **14. Indemnity**

WT shall indemnify every member of the Board, the Chief Executive and other officers and employees of WT in respect of all liability arising from the proper performance of their functions connected with WT.