**TNZ Regional Collective**

**Agreement Template 2025**

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**The Parties**

The parties to this Agreement are:

**[insert RTO]**

**[insert RTO]**

**[insert RTO]**

**[insert RTO]**

**[insert RTO]**

1. **Background**
2. In 2024, TNZ’s Members adopted a new TNZ Constitution which:
* was part of a package of “Modernising Tennis” changes implemented for tennis in Aotearoa New Zealand; and
* achieved compliance with the Incorporated Societies Act 2022.
1. Amongst other things, the new TNZ Constitution provided for the establishment of Regional Tennis Organisations (RTOs), and of Regional Collective Areas, to enable RTOs to carry out certain responsibilities regionally. The number of, and geographical boundaries for, the Regional Collective Areas was to be decided by the TNZ Board in consultation with the RTOs.
2. The purposes of the Regional Collective Areas are to
* decide and manage the process for selecting players and teams to represent the Regional Collective Area;
* manage regional Tennis tournaments and competitions; and
* undertake any other regional responsibilities that are agreed between them, are requested by the TNZ Board or are specified in the TNZ Regulations.
1. Further, as part of its continuing commitment to strong and regular communication and connection between itself and the RTOs the TNZ Constitution requires TNZ to hold not less than two forums annually (whether held nationally, regionally or locally) at which representatives of the Voting Members (as specified in the TNZ Regulations) may attend to raise and discuss issues affecting them and TNZ (clause 48).
2. Under clause 14 of the TNZ Governance Regulations, the Voting members in each Regional Collective (as defined by the 2024 regional competition boundaries) are entitled to appoint two (2) RTO Chairs as representatives to attend each forum on their behalf.
3. On [date] the TNZ Board, following consultation with the parties, decided that the parties to this Agreement would be one of the Regional Collective Areas.
4. This Āgreement sets out how the parties will undertake the purposes set out above.
5. **Operative Part**
6. **Teams etc**: s*et out how the Regional Collective will*:
7. decide and manage the process for selecting players and teams to represent the Regional Collective Area;
8. manage regional Tennis tournaments and competitions; and
9. undertake any other regional responsibilities that are agreed between them, are requested by the TNZ Board or are specified in the TNZ Regulations.
10. **National Governance Forums***: set out how the Regional Collective will* appoint two (2) RTO Chairs as representatives to attend each forum on their behalf.

Guidance note: deciding on how the RTOs will undertake their regional responsibilities may include (but is not limited to): (a) delegating authority for some or all the regional responsibilities to one or more RTOs in the Regional Collective Area; or (b) agreeing between them that one or more of the RTOs will have authority to share a responsibility and the way it will be carried out; or (c) some other mechanism.

1. **Good faith**: the parties shall:
2. act in good faith and loyalty with each other to maintain and improve Tennis in the Regional Collective Area including the standards, quality and reputation of its Members; and
3. promote mutual trust and confidence, and act on behalf of, and in the interests of, all the Members in the Regional Collective Area.
4. **Resolution of disputes:** ifthe parties cannot unanimously reach an agreement on a matter in a timely manner or are in dispute about the implementation of an agreement or any other matter applicable to their Regional Collective Area, then they shall advise TNZ accordingly and TNZ shall, in the following order:
5. consult with the parties and use all reasonable efforts to assist them to reach agreement or to resolve the dispute;
6. failing such agreement or resolution, allocate one or more of the responsibilities under this Agreement to one or more of the Parties or assume the responsibilities itself (which may include delegating one or more of them to an individual or entity on its behalf) until such time as the RTOs have reached agreement; or
7. in the case of a dispute about any other matter, assume responsibility for the matter as it sees fit until such time as the dispute is resolved under Rule 58 of the TNZ Constitution.
8. **Liability**: notwithstanding anything else in this Agreement, neither party is or shall be liable to the other party under this Agreement in tort (including but not limited to negligence), in contract, in equity, by operation of statute or otherwise. This clause 5 survives the termination of this Contract.
9. **Termination:** this Agreement:
10. will terminate on reaching its expiry date; or
11. may be terminated by either party giving one month’s notice in writing to the other party; or
12. may be terminated for serious breach by either party with immediate effect, provided that the party terminating the Agreement shall give to the other party written particulars of the alleged serious breach.
13. **Governing Law:** this Agreement shall be governed by and construed in accordance with the laws of New Zealand.
14. **Term:** this Agreement will commence on [date] and shall remain in force until [date] unless terminated by either party in accordance with clause 6.

1. **Counterparts:** this Agreement may be signed by any number of counterparts, including scanned PDF copies, all of which will together constitute one and the same instrument and a binding and enforceable agreement between the parties.
2. **Further Assurances:** each party shall make all applications, execute all documents, and do or procure all other acts and things necessary to implement and to carry out its obligations under, and the intention of, this Agreement.
3. **Severance:** if any provision of this Agreement is or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from this Agreement without affecting the validity of the remainder of this Agreement and shall not affect the enforceability, legality, validity or application of any other provision of this Agreement.

**Other provisions to consider**

**The Representative Board**

1. **Composition**

The Representative Board shall comprise one (1) person appointed by each of the [insert number] member Regional Tennis Organisations and /or Local Tennis Partners, namely [insert names of RTOs involved]. Up to **two** (2) additional members can be appointed unanimously by the Representative Board.

1. **Role**

The Representative Board shall be responsible for ensuring that the purposes of [Insert name of Regional Collective] shall be achieved. Any changes to these purposes shall be made at the [Insert name of Regional Collective] Annual General Meeting or at a Special General Meeting called to make such a change.

1. **Term of Office**

Each member of the Representative Board shall serve a term of office of [**three years]** dating from the Annual General Meeting at which they were appointed. A member may serve more than one consecutive term.

1. **Chairperson**

At the AGM, the board shall appoint a Chairperson for the following year. The Board agrees that this appointment will follow a cycle whereby each of its members will be the Chairperson for a year at a time. Should the Chairperson be unable to complete the term of office, the Representative Board shall agree on who is to fill the gap. Under this provision, the order of chairpersons from 2025 will be:

|  |  |  |  |
| --- | --- | --- | --- |
| **2025** | **2026** | **2027** | **2028** |
| [RTO Name] | [RTO Name] | [RTO Name] | [RTO Name] |
|  |  |  |  |
| **2029** | **2030** | **2031** | **2031** |
| [RTO Name] | [RTO Name] | [RTO Name] | [RTO Name] |
|  |  |  |  |

1. **Duties of the Board**

The Representative Board agrees that it shall have the following duties.

1. The facilitation of regional and local forums for the [RTO Name] region.
2. The implementation of regional tennis tournaments, competitions and events. These will normally be run by the Regional Tennis Organisations.
3. To make, repeal and amend rules for the regulation and control of any tournaments or events under its jurisdiction including conditions of entry.
4. To establish any sub-committee that it deems appropriate to support its objectives.
5. To determine the criteria and procedures to apply in respect of the appointment of coaches, selectors, managers and other members of regional tennis squads and teams.
6. Where a disciplinary matter arises from a tournament that is directly under the control of [RTO Name] the matter will be dealt with in conjunction with the Regional Tennis Organisation or Local Tennis Partner to which the offender belongs.
7. To appoint delegates to attend the differing meetings of TNZ.
8. To resolve and to determine on any issues not mentioned in these duties.
9. **Board Meetings**
10. Board meetings will be called by the Chairperson on a regular basis.
11. Board meetings may be held by appropriate electronic means.
12. Board Meetings may be requested by any two (2) Board members.
13. Each member of the Representative Board shall have one vote. In the event of a deadlock, the Chairperson will have the casting vote.
14. The quorum for a meeting shall be **three** (3) members.
15. Any expenses incurred by a Representative Board Member shall be the responsibility of that member’s Regional Tennis Organisation or Local Tennis Partner.
16. Minutes will be taken for each board meeting and retained by the Chairperson.
17. **Annual General Meeting**
18. The Annual General Meeting will be held at a time and place as designated by the Representative Board, but no longer than 14 months of the previous AGM.
19. Notice of the details of the meeting must be given to all members of the Representative Board and their Regional Tennis Organisation and Local Tennis Partner.
20. Any proposed changes to the MoU should be provided in writing to all members of the Representative Board and their Regional Tennis Organisation and Local Tennis Partner no later than thirty (30) days prior to the meeting date,
21. The Agenda for the meeting will be:
* Apologies
* Approval of the Minutes of the previous AGM
* Any proposed changes to the MoU
* Chairperson’s Report
* Appointment of the next Chairperson
* General Business
1. Procedural rules governing the AGM will be as for a general meeting.
2. **Matters Not Provided For:** If any situation arises that, in the opinion of the Representative Board, is not **provided** for in the Regulations, policies or procedures of [RTO Name], the matter will be determined by the Representative Board.

**Signatories:**

|  |  |  |
| --- | --- | --- |
| [RTO Name] |  | [RTO Name] |
| **Name:** Signature:Date: |  | **Name:** Signature:Date: |
|  |  |  |
| [RTO Name] |  | [RTO Name] |
| **Name:** Signature:Date: |  | **Name:** Signature:Date: |