

**TENNIS NEW ZEALAND
INCORPORATED /**

**TE TĒNEHI O AOTEAROA
MANATŌPŪ**

Incorporated Society No. 215373

Charity Registration No. CC41457

Constitution

Adopted at the Annual General
Meeting held on 30 November 2024

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TENNIS NEW ZEALAND INCORPORATED /
TE TĒNEHI O AOTEAROA MANATŌPŪ
CONSTITUTION

PART I - NAME, PURPOSES AND POWERS

1. Name

The name of the society is Tennis New Zealand Incorporated / Te Tēnehi o Aotearoa Manatōpū ("TNZ").

2. Purposes

The charitable purposes of TNZ are to improve the health and wellbeing of the general public in New Zealand through participation in Tennis including by:

- 2.1 being the national governing body for Tennis in New Zealand to administer, promote, develop, protect and, together with its Members, deliver the sport of Tennis to the general public in New Zealand;
- 2.2 encouraging and promoting participation in Tennis at all levels throughout New Zealand through its Member Organisations, schools and other organisations; and by delivering Services and Programmes (including Nationally Approved Programmes);
- 2.3 organising and delivering education to administrators and participants and, training and accreditation to coaches and officials, for all levels of Tennis in New Zealand;
- 2.4 establishing and providing digital systems to support Services and Programmes for Members including those required for the National Database;
- 2.5 establishing, managing, controlling and supervising national and international Tennis competitions, tournaments and other Tennis events in New Zealand, including those which provide pathways to tournaments, tours and competitions internationally;
- 2.6 developing and implementing Services and Programmes to support the development of Tennis players to represent New Zealand and to compete and succeed in Tennis on the world stage;
- 2.7 enforcing the Rules of Tennis and establishing and enforcing other rules and regulations governing Tennis in New Zealand;
- 2.8 encouraging, educating and promoting Tennis as a sport, and TNZ as an organisation, which protects and promotes the safety and wellbeing of participants; has integrity including high standards of conduct; and respects the principles of fair play;
- 2.9 leading, promoting and enabling Diversity, Equity and Inclusion in the governance, management, and participation in, Tennis throughout New Zealand;
- 2.10 maintaining Membership of the ITF and the OTF and cooperating with other Related Organisations;

- 2.11 acting in good faith and loyalty with its Members to maintain and improve Tennis in New Zealand including its standards, quality and reputation for the collective and mutual benefit of TNZ and its Members; and
- 2.12 promoting mutual trust and confidence between TNZ and its Members, and at all times acting on behalf of, and in the interests of, the Members and Tennis in New Zealand.

3. Te Tiriti o Waitangi

TNZ is committed to upholding the mana of Te Tiriti o Waitangi and ensuring that the purposes of the organisation are carried out in a manner that is consistent with the principles of the Treaty of Waitangi.

4. Capacity and Powers

TNZ has, both within and outside of New Zealand, full capacity, rights, powers and privileges to carry out or undertake any activity, to do any act or enter into any transaction, subject to this Constitution, the Act, any other legislation and the general law.

PART II - MEMBERSHIP

5. Categories of Members

The Members of TNZ are:

5.1 The following Voting Members:

- a. Regional Tennis Organisations (RTOs) (as described in Rule 6);
- b. National Affiliated Organisations (NAOs) (as described in Rule 9.1); and
- c. Aotearoa Māori Tennis Association (AMTA) (as described in Rule 10).

5.2 The following Non-Voting Members:

- a. Local Tennis Partners (LTPs) (as described in Rule 7);
- b. Clubs (as described in Rule 8);
- c. Local Affiliated Organisations (LAOs) (as described in Rule 9.3);
- d. Individual Members (as described in Rule 13); and
- e. TNZ Life Members/ Te Tohu Taumata (as described in Rule 14).

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

6. Regional Tennis Organisations (RTOs)

6.1 Criteria: To become a Member as a RTO, an entity shall:

- a. subject to Rule 6.2, have not less than 1000 registered Individual Members (excluding Individual Casual Members), unless the TNZ Board is satisfied that the RTO is tracking towards having not less than 1000 Individual Members (excluding Individual Casual Members) within three (3) years from the application date;
- b. demonstrate that it provides reasonable support and services to each of its LTPs, LAOs and Clubs across a substantial geographical area, such as a territorial authority or similar, as specified in the TNZ Regulations;
- c. demonstrate that it has sufficient resources (including financial and paid human resources) to enable it to carry out its obligations as set out in Rule 15, Rule 16 and the TNZ Regulations;
- d. if it owns, manages or otherwise has control of any Tennis courts, permit its Members to have reasonable Access to any Tennis Courts and Associated Facilities of the RTO, in accordance with terms and conditions decided by it;
- e. if it owns, manages or otherwise has control of any Tennis courts, demonstrate that the courts and associated facilities meet reasonable standards; and
- f. meet the additional criteria to become a Member Organisation in Rule 11.

6.2 Discretion: The TNZ Board may recommend the approval of an entity to become a Member as a RTO if it meets the criteria in Rule 6.1b to Rule 6.1f, even if it does not meet Rule 6.1a.

6.3 Application: Except for entities subject to the transition rules (in Part VII of this Constitution), an entity's application to become a Member as a RTO shall be made to the TNZ Board and evaluated against the criteria in Rule 6.1, and otherwise in accordance with the TNZ Regulations. If the TNZ Board is satisfied, in its discretion (including considering Rule 6.2), that the applicant entity meets the criteria, it shall recommend to the Voting Delegates that the entity be approved as a Member, as an RTO, at a General Meeting or a Resolution Outside of a Meeting.

7. Local Tennis Partners (LTPs)

7.1 Criteria: To become a Member as a LTP, an entity shall:

- a. demonstrate that, together with the Applicable RTO (by agreement), it provides reasonable support and services to each of the Clubs and LAOs in its geographical area;
- b. demonstrate that, together with the Applicable RTO (by agreement), it has sufficient resources (including financial and human) to enable it to carry out its obligations;
- c. if it owns, manages or otherwise has control of any Tennis courts, permit its Members to have reasonable Access to any Tennis Courts and Associated Facilities of the LTP, in accordance with terms and conditions decided by it;

- d. if it owns, manages or otherwise has control of any Tennis courts, demonstrate that the courts and associated facilities meet reasonable standards; and
- e. meet the additional criteria to become a Member Organisation in Rule 11.

7.2 Application: Except for entities subject to the transition rules (in Part VII of this Constitution), an entity's application to become a Member as a LTP shall be made to the Applicable RTO Board and evaluated against the criteria in Rule 7.1, and otherwise in accordance with the TNZ Regulations. If the Applicable RTO Board is satisfied, in its discretion, that the entity meets the criteria, the Applicable RTO Board shall enter into a written agreement (under Rule 7.1a and Rule 7.1b) with the applicant entity, as specified in the TNZ Regulations and to the satisfaction of the TNZ Board. The commencement of that agreement shall be conditional on the approval of the entity as a Member as a LTP by the voting Members of the Applicable RTO, either at a general meeting or a resolution outside of a meeting of the Applicable RTO.

8. Clubs

8.1 Criteria: To become a Member as a Club, an entity shall:

- a. subject to the Rule 61.1, have a minimum of twenty (20) current Individual Members (excluding Individual Casual Members);
- b. demonstrate that it delivers Services and Programmes for its Members;
- c. if it owns, manages or otherwise has control of any Tennis courts, permit its Members to have reasonable Access to any Tennis Courts and Associated Facilities of the Club, in accordance with terms and conditions decided by it;
- d. if it owns, manages or otherwise has control of any Tennis courts, demonstrate that the courts and associated facilities meet reasonable standards; and,
- e. meet the additional criteria to become a Member Organisation in Rule 11.

8.2 Application: Except for entities subject to the transition rules (in Part VII of this Constitution), an application by an entity to become a Member as a Club shall be made to the Applicable LTP Board or if none, the Applicable RTO Board, and evaluated against the criteria in Rule 8.1, and otherwise in accordance with the TNZ Regulations. If the Applicable LTP Board or Applicable RTO Board (as applicable) is satisfied, in its discretion, that the entity meets the criteria to be a Club it shall recommend the approval of the entity as a Member by the voting Members of the Applicable LTP or Applicable RTO (as applicable), either at a general meeting or a resolution outside of a meeting.

9. Affiliated Organisations (NAOs and LAOs)

9.1 NAO Criteria: To become a Member as a NAO, an entity shall:

- a. demonstrate that it provides Services and Programmes or otherwise has an interest in Tennis in New Zealand at a scale of national significance; and;
- b. meet the additional criteria to become a Member Organisation in Rule 11.

- 9.2 **Application for NAO:** Except for entities subject to the transition rules (in Part VII of this Constitution), an application by an entity to become a Member as a NAO shall be made to the TNZ Board, and will be processed, in the same manner as an application to be a RTO under Rule 6.3.
- 9.3 **LAO Criteria:** To become a Member as a LAO, an entity shall:
- a. be a Member of the Applicable NAO, if there is one;
 - b. demonstrate that within its area of interest, it provides Services and Programmes or otherwise has an interest in Tennis, in a geographical area within the Applicable LTP's (if any) and if not, the Applicable RTO's region; and
 - c. meet the additional criteria to become a Member Organisation in Rule 11.
- 9.4 **Application for LAO:** Except for entities subject to the transition rules (in Part VII of this Constitution), an application by an entity to become a Member as a LAO shall be made to the board of the Applicable Governing Member Organisation and will be processed, in the same manner as an application to be a Club under Rule 8.2.

10. Aotearoa Māori Tennis Association (AMTA)

The Aotearoa Māori Tennis Association (AMTA) will have an enduring rangapū/relationship with, and remain a Member of, TNZ, unless its Membership is terminated in accordance with this Constitution. Its special status requires TNZ to have a written agreement with AMTA describing their enduring rangapū/relationship and commitments.

11. Additional Criteria to become a Member Organisation

- 11.1 In addition to the criteria to become an RTO, LTP, Club or Affiliated Association in Rules 6 to 9 inclusive, an entity wishing to become a Member Organisation shall:
- a. be an incorporated entity registered in New Zealand in accordance with the law;
 - b. have a Member Management System approved by the TNZ Board;
 - c. have a constitution (or equivalent governing document) that is compliant and consistent with this Constitution, the TNZ Regulations and the constitutions and regulations of the Applicable Member Organisations;
 - d. operate within the geographical area decided by the Applicable Governing Member Organisation; and
 - e. meet such other criteria as specified in the TNZ Regulations.

12. Member Organisation Consent, Duration and Amalgamation

- 12.1 **Consent:** By making an application to be a Member as a Member Organisation, an applicant entity consents to become a Member of TNZ and each of the Applicable Member Organisations.
- 12.2 **Duration of Membership:** For Member Organisations, Membership commences upon approval by the TNZ Board or the Applicable Governing Member Organisation and payment of the Membership Fee; and continues indefinitely, unless its Membership ceases under this Constitution. The duration of Membership for Individual Members is specified in Rule 13.9.
- 12.3 **Amalgamation of Member Organisations:** If two or more Member Organisations wish to amalgamate with each other they need prior approval, either:
- from the TNZ Board, if the entity is an RTO or NAO; or
 - if another Category of Member Organisation, from the board of the Applicable Governing Member Organisation, which shall be notified to the TNZ Board.

13. Individual Members

- 13.1 **Criteria:** Any individual who is Eligible and wishes to become an Individual Member of TNZ and the Applicable Member Organisations shall do so in accordance with this Constitution and the TNZ Regulations.
- 13.2 **Eligibility:** Unless prior approved by the TNZ Board in exceptional circumstances, no individual may be admitted, or remain, as an Individual Member of TNZ or a Member Organisation, as a TNZ Life Member/ Te Tohu Taumata, if the individual:
- has been found by a relevant authority to have committed an Anti-Doping Violation, unless the period of ineligibility imposed has been served or the sanction imposed has been fulfilled;
 - has been found by a Related Organisation, TNZ, or any Member Organisation, to have breached any applicable rule, regulation, standard, code, policy, term or condition, unless the period of ineligibility imposed has been served or the sanction imposed has been fulfilled; or
 - has not satisfied any other eligibility requirements specified in the TNZ Regulations.
- 13.3 **Application:** To apply to become an Individual Member of TNZ, an Eligible individual shall make an application, either:
- as part of, and at the same time as, making their application to be a Member of a Member Organisation, in accordance with Rule 13.4; or
 - directly to TNZ, in accordance with Rule 13.5.

13.4 Membership via a Member Organisation: Applications for Membership of TNZ shall be made via a Member Organisation by individuals who:

- a. wish to have Access to any Tennis Courts and Associated Facilities which are owned, managed, leased or otherwise under the control of a Member Organisation;
- b. are the parents or guardians of the individuals in Rule 13.4a who are under 18 years of age as at the date of application;
- c. are honorary or life Members of a Member Organisation;
- d. are Appointed Personnel of a Member Organisation;
- e. are engaged by a Member Organisation to coach Tennis for the Member Organisation; or
- f. otherwise wish to be a Member of a Member Organisation.

13.5 Membership directly with TNZ: Applications for Membership of TNZ shall be made directly to TNZ by individuals who:

- a. wish to be a Member of TNZ but who are not, and do not wish to be, an Individual Member of a Member Organisation and do not wish to have Access to any Tennis Courts and Associated Facilities which are owned, managed, leased or otherwise under the control of a Member Organisation; or
- b. are Appointed Personnel of TNZ.

13.6 Process for Application: An application for Individual Membership under Rule 13.4 or Rule 13.5 shall be made using a Member Management System approved by TNZ in accordance with the TNZ Regulations.

13.7 Consent: By making an application for Membership an individual consents to becoming a Member of TNZ and a Member of the Applicable Member Organisations.

13.8 Admission as a Member: An individual who has applied for Membership will be admitted to Membership of TNZ and the Applicable Member Organisations, as follows:

- a. upon completing, signing or submitting the application prescribed by the TNZ Board (including declaring they are Eligible);
- b. if the individual is under 18 years of age on the date of application, a parent/guardian of that individual:
 - i. completing and signing or submitting the application prescribed by the TNZ Board for that individual to be a Member (including declaring that the individual is Eligible); and
 - ii. completing and signing or submitting the application for them, as parent/guardian of the individual, to be a Member (including declaring they are Eligible);
- c. approval of the application by the Applicable Governing Member Organisation in accordance with its constitution; and
- d. payment of the applicable Membership Fees.

13.9 Duration of Membership:

- a. Individual Membership of TNZ commences upon admission as a Member under Rule 13.8 and continues, if Membership is obtained:
 - i. via a Member Organisation (Rule 13.4); for the period specified in the Category of Membership selected by the individual when applying for Membership of the Applicable Governing Member Organisation in accordance with its constitution;
 - ii. directly with TNZ (Rule 13.5); for 12 months from the date of admission;
 - iii. as an honorary or life Member of a Member Organisation (Rule 13.4c); for the life of the individual (subject to the Applicable Governing Member Organisation's constitution); or
 - iv. as an Appointed Personnel of a Member Organisation or an Appointed Personnel of TNZ; for the period of the individual's term of office as specified in the Applicable Governing Member Organisation's constitution or this Constitution (as applicable).
- b. Membership will end before the expiry of the period in Rule 13.9a, if the individual's Membership ceases under Rule 27.
- c. If Membership by an Individual Member ends due to expiry (Rule 13.9a) or cessation (Rule 27), their Membership of each of the Applicable Member Organisations and TNZ will automatically end at the same time.

13.10 **Renewal of Membership:** To continue as a Member, each Individual Member shall renew their Membership in the manner and by the date specified by the Applicable Governing Member Organisation, unless the Membership is granted for life. Such renewal shall include paying any applicable Membership Fees in the manner prescribed by the Applicable Governing Member Organisations and TNZ (as applicable). If Membership lapses, a new application for Membership of a Member Organisation and TNZ is required either in accordance with Rule 13.4 or Rule 13.5.

14. TNZ Life Members / Te Tohu Taumata

- 14.1 **Criteria:** TNZ Life Membership/ Te Tohu Taumata may be granted by the Voting Delegates at an AGM to any individual who is Eligible to be a Member who has made an impact on the sport of Tennis at international or pre-eminent national level and has exemplified the following (as further specified in the TNZ Regulations):
- a. Ko te Mana Rangatira – leadership in Tennis;
 - b. Ko te Mana Hiranga – excellence in Tennis; and
 - c. Te Mana Motuhake – legacy in Tennis.
- 14.2 **Process:** The process for granting TNZ Life Membership/ Te Tohu Taumata shall be specified in TNZ Regulations.

15. Members' General Obligations

15.1 All Members: Each Member:

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

15.2 Member Organisations: In addition to Rule 15.1, each Member Organisation shall:

- a. use all reasonable efforts to require the individuals described in Rule 13.4a and Rule 13.4b who wish to have Access to any Tennis Courts and Associated Facilities which are owned, managed, leased or otherwise under the control of the Member Organisation, to become Members of the Applicable Member Organisations, in accordance with this Constitution and the TNZ Regulations;
- b. require the individuals in Rule 13.4c, Rule 13.4d, Rule 13.4e and Rule 13.4f to become Members of the Applicable Member Organisations in accordance with this Constitution and the TNZ Regulations;
- c. have and use a Member Management System approved by the TNZ Board for all its Members, in accordance with this Constitution and the TNZ Regulations;
- d. only use (except in the case of Clubs and Affiliated Organisations, which shall use all reasonable efforts to only use) Nationally Approved Programmes, and not to use any other programmes which are similar to any Nationally Approved Programme, unless there is no Nationally Approved Programme available, or with the prior agreement of the TNZ Board;

- e. if it has an interest in a Related Entity which owns, manages, leases or otherwise controls any Tennis courts and associated facilities:
 - i. require the Related Entity to use all reasonable efforts to require the individuals who wish to have Access to any Tennis Courts and Associated Facilities of the Related Entity to become Members of the Applicable Member Organisations, in accordance with this Constitution and the TNZ Regulations; and
 - ii. require the Related Entity, if it has two (2) or more Tennis courts, to ensure its courts and associated facilities are maintained to a reasonable standard;
 - f. maintain its Membership of TNZ and the Applicable Member Organisations (subject to this Constitution and the TNZ Regulations);
 - g. remain an incorporated entity in compliance with the applicable legislation and laws, and for RTOs only, to have a name approved by the TNZ Board;
 - h. have a constitution which is consistent, and complies, with this Constitution and provide a copy to TNZ on request and following any amendments made to it;
 - i. pay Membership Fees and any other fees due to TNZ in accordance with Rule 25;
 - j. continue to comply with all the criteria to be a Member Organisation in their Category of Membership;
 - k. not become a Member of, or otherwise be affiliated to or have a proprietary interest in, any other national or regional Tennis organisation in New Zealand other than TNZ or a Member Organisation, unless permitted by the TNZ Board (which permission may be granted for a Category of Membership generally or for a specific Member Organisation);
 - l. promote the interests and Purposes of TNZ and those of the Member Organisations, and not do anything to bring any of them into disrepute; and,
 - m. comply with such other obligations as specified in this Constitution and the TNZ Regulations.
- 15.3 These general obligations are in addition to the rights and obligations for each Category of Membership specified in this Constitution and the TNZ Regulations.

16. Rights and Obligations of RTOs

- 16.1 **Rights:** Each RTO is entitled to (and TNZ has corresponding obligations to provide):
- a. the rights and entitlements specified in this Constitution;
 - b. receive reasonable support and assistance from TNZ (as determined by the TNZ Board in its discretion) to carry out its responsibilities; and
 - c. such other rights and entitlements as specified in the TNZ Regulations.

16.2 Obligations: In addition to its obligations as a Member under Rule 15, each RTO shall:

- a. in co-operation with its Member Organisations, promote and deliver Tennis Services and Programmes including Nationally Approved Programmes, for Members within its geographical area;
- b. provide reasonable support and assistance to its LTPs (if any) in accordance with the written agreement entered into between them (Rule 7.1a and Rule 7.1b), which agreement shall be reviewed annually and a copy provided to TNZ; and
- c. provide reasonable support and assistance to its Clubs including the minimum levels of support and services (including facility development and maintenance) specified in the TNZ Regulations.

17. Rights and Obligations of LTPs

17.1 Rights: Each LTP is entitled to the rights and entitlements specified in this Constitution, the TNZ Regulations (which TNZ has corresponding obligations to provide) and the Applicable Member Organisations' constitutions and regulations.

17.2 Obligations: In addition to its obligations as a Member under Rule 15, each LTP shall:

- a. in co-operation with its Clubs, promote and deliver Tennis including Services and Programmes for its Members within its geographical area; and,
- b. provide reasonable support and assistance to its Clubs (in accordance with the written agreement entered into between it and the Applicable RTO) including the minimum levels of support and services (including facility development and maintenance) specified in the TNZ Regulations.

18. Rights and Obligations of Clubs

18.1 Rights: Each Club is entitled to the rights and entitlements specified in this Constitution, the TNZ Regulations (which TNZ has corresponding obligations to provide) and the Applicable Member Organisations' constitutions and regulations.

18.2 Obligations: In addition to its obligations as a Member under Rule 15, each Club shall:

- a. promote and deliver Tennis including Services and Programmes for its Members; and
- b. ensure that as much as reasonably practicable only Members (including Individual Casual Members) can have Access to any Tennis Courts and Associated Facilities which are owned, managed, leased or otherwise under the control of the Club.

19. Rights and Obligations of NAOs and LAOs

19.1 Rights of NAOs: Each NAO is entitled to (and TNZ has corresponding obligations to provide):

- a. be recognised by TNZ and its Members as the lead organisation for matters which fall within its specific purpose or interests;
- b. be consulted on all decisions of TNZ which may directly affect it or its Members; and,
- c. the rights and entitlements specified in this Constitution and the TNZ Regulations.

19.2 Obligations of NAOs: In addition to its obligations as a Member under Rule 15, each NAO shall:

- a. in co-operation with TNZ, promote and deliver Tennis including Services and Programmes relevant to its specific purpose or interest in Tennis;
- b. enter into a written agreement with TNZ detailing how it and TNZ will work together for the betterment of Tennis in New Zealand, with the requirement for this agreement to be reviewed not less than every five (5) years; and,
- c. use all reasonable efforts to requires its Members to become Members of TNZ and the Applicable Member Organisations.

19.3 Rights of LAOs: Each LAO has the same rights and entitlements, and obligations, as a Club under this Constitution, unless specified otherwise in this Constitution or the TNZ Regulations.

20. Rights and Obligations of AMTA

In addition to its special status (Rule 10), the AMTA has the same rights and entitlements, and obligations, as a NAO under this Constitution.

21. Rights and Obligations of Individual Members

21.1 Rights: Each Individual Member is entitled to:

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

21.2 Obligations: In addition to their obligations as a Member under Rule 15, each Individual Member shall:

- a. provide such Membership information (including updates to this information) to the Applicable Governing Member Organisation and TNZ as reasonably requested by either of them;
- b. pay any Membership Fees or any other fees due to the Applicable Member Organisations and TNZ, as applicable, by the due date; and
- c. if they wish to renew their Membership to the Applicable Governing Member Organisation and TNZ, to do so using a Member Management System approved by the TNZ Board.

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

22. Rights and Obligations of TNZ Life Members/ Te Tohu Taumata

Each TNZ Life Member/ Te Tohu Taumata has the rights and entitlements specified in this Constitution and the TNZ Regulations and the same obligations as an Individual Member under Rule 21.2, unless specified otherwise in this Constitution or the TNZ Regulations.

23. Regional Collective Responsibilities of RTOs

- 23.1 Regional Collective Areas:** For the purposes of RTOs carrying out certain responsibilities regionally, there will be Regional Collective Areas. The number of, and geographical boundaries for, these Regional Collective Areas will be decided by the TNZ Board in consultation with the RTOs. The TNZ Board may, following further consultation with the RTOs, amend these from time to time including the allocation of Member Organisations within each Regional Collective Area.
- 23.2 Responsibilities:** In addition to their obligations as Members, the RTOs in each Regional Collective Area shall collaborate to:
- a. decide and manage the process for selecting players and teams to represent the Regional Collective Area;
 - b. manage regional Tennis tournaments and competitions; and
 - c. undertake any other regional responsibilities that are agreed between them, are requested by the TNZ Board or are specified in the TNZ Regulations.
- 23.3 Authority:** The RTOs in each Regional Collective Area shall decide, by agreement, the manner in which they will undertake their regional responsibilities. This may include (but is not limited to):
- a. delegating authority for some or all the regional responsibilities to one (1) or more RTOs in the Regional Collective Area; or
 - b. agreeing between them that one (1) or more of the RTOs will have authority to share a responsibility and the way it will be carried out.
- 23.4 Good faith:** The RTOs in each Regional Collective Area shall:
- a. 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
 - b. promote mutual trust and confidence, and act on behalf of, and in the interests of, all the Members in the Regional Collective Area.
- 23.5 Disputes:** In the event the RTOs in a Regional Collective Area cannot unanimously reach an agreement (under Rule 23.3) in a timely manner or are in dispute about the implementation of an agreement or any other matter applicable to their Regional Collective Area, the TNZ Board shall, in the following order:
- a. consult all the RTOs in the Regional Collective Area and use all reasonable efforts to assist them to reach agreement or to resolve the dispute;
 - b. failing such agreement or resolution, allocate one or more of the RTOs' responsibilities to one or more RTOs in the Regional Collective Area 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 under Rule 23.3; or

- c. 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.

24. TNZ Board Intervention

24.1 The TNZ Board may intervene to govern, manage, or operate any RTO, NAO or AMTA following TNZ's own enquiries and with the agreement of the RTO, NAO or AMTA Board respectively, or upon request by the RTO, NAO or AMTA Board respectively, if:

- a. after consulting with the respective Board, it considers, that to do so is in the best interests of TNZ and the sport of Tennis; and
- b. one (1) or more of the following circumstances apply to the RTO, NAO or the AMTA (as applicable):
 - i. it is having significant administrative, operational, or financial difficulties;
 - ii. it has breached a material term in any agreement entered into between it and TNZ;
 - iii. it has had less than 1000 Individual Members (excluding Individual Casual Members) registered on the National Database for a reasonable period as decided by the TNZ Board in its discretion;
 - iv. it takes, or has taken against it, any action, or proceedings to wind up, dissolve or liquidate it (unless for the purposes of amalgamation);
 - v. it enters into a compromise or arrangement with its creditors, other than a voluntary liquidation for the purpose of amalgamation with another Member Organisation; or
 - vi. a mortgagee or other creditor has taken possession of any of its assets.

24.2 **Manner of Intervention:** If the TNZ Board and the board of the RTO, NAO or AMTA (as applicable) agree to the TNZ Board intervening under Rule 24.1, the manner in which it will do so shall also be agreed and may include appointing an individual(s) to act in place of the respective Board.

24.3 **Intervention by RTO or LTP:** An Applicable RTO Board may intervene to govern, manage or operate one of its Applicable Member Organisations, except where it is a Club that is a Member of an Applicable LTP. In that case the Applicable LTP Board has the right to intervene in that Club instead. In either case:

- a. there shall be prior consultation with the board or equivalent committee of the Member Organisation in which it is proposed to intervene and with the TNZ Board; and
- b. the intervention may only be made on the same or similar grounds as Rule 24.1 (where every reference to TNZ means the Applicable RTO or Applicable LTP, as applicable) and in accordance with the constitution of the Applicable RTO or Applicable LTP (as applicable).

25. Membership & Other Fees

- 25.1 Delegates to approve TNZ Membership Fees:** Subject to Rule 63, at each AGM the Voting Delegates shall, on the recommendation of the TNZ Board, approve the nature, amount, due date and manner for payment of any TNZ Membership Fee payable to TNZ by Members for the next Financial Year. TNZ Life Members/ Te Tohu Taumata are not required to pay any TNZ Membership Fee.
- 25.2 TNZ Board may decide other fees:** Additionally, the TNZ Board may set other fees payable to TNZ by any of its Members and other participants in Services and Programmes held by or under the control of TNZ.
- 25.3 Member Organisation Membership Fees:**
- a. Subject to Rule 25.3b, at the annual general meeting of each Member Organisation, its voting Members shall on the recommendation of the board or equivalent committee of the Member Organisation, approve the nature, duration, amount, due date and manner for payment for any Membership Fee(s) payable to it by its Members. The board or equivalent committee of each Member Organisation may decide other fees payable by its Members and other participants for Services and Programmes held by or under its control.
 - b. If there is a written agreement between an RTO and an Applicable LTP (under Rule 7.1a and Rule 7.1b) which provides for the Membership Fee or other fees payable by the LTP (and its Members) to the RTO, this will apply instead of the process in Rule 25.3a.
 - c. Each Member Organisation shall pay to their Applicable Governing Member Organisation the portion of the Membership Fee received from its Members determined under Rule 25.1 (for TNZ Membership Fee) and Rule 25.3 (for Membership Fees of Member Organisations).
 - d. The TNZ Board may investigate, and if it considers appropriate and after consultation with the RTO or LTP concerned, request it to alter the nature and/or amount of any fees payable by its Members under Rule 25.3a or Rule 25.3b.

26. Register of Members

- 26.1 National Database:** TNZ shall maintain a National Database which contains, as a minimum, the details about every Member for the register of Members as required by law, and any other information reasonably required by the TNZ Board.
- 26.2 Changes:** All Members shall promptly update any changes to their Membership details using a Member Management System approved by the TNZ Board.
- 26.3 Access to Information:** TNZ will provide authorised personnel from each Member Organisation with access to their respective Members' details held on the National Database, in accordance with the TNZ Regulations.

27. Cessation of Membership

27.1 An Individual Member or TNZ Life Member/ Te Tohu Taumata ceases to be a Member:

- a. upon their death;
- b. by giving notice of their resignation from Membership, in the manner specified in the TNZ Regulations, to the Applicable Governing Member Organisation;
- c. if their Membership is terminated due to no longer being Eligible under Rule 13.2;
- d. if their Membership is terminated due to a default in payment under Rule 28.2;
- e. if their Membership is terminated following a dispute resolution or disciplinary process or other process specified in this Constitution or the TNZ Regulations; or
- f. if, for any other reason, their Membership ends or ceases in accordance with the constitutions of the Applicable Member Organisations.

27.2 A Member Organisation ceases to be a Member:

- a. upon its liquidation;
- b. by giving not less than sixty (60) Days' notice of its resignation from Membership to the Applicable Governing Member Organisation;
- c. if its Membership is terminated by any of the Applicable Member Organisations under any of their respective constitutions and regulations;
- d. if its Membership is terminated by TNZ under Rule 28; or
- e. if its Membership is terminated by TNZ following a dispute resolution or disciplinary process or other process specified or referred to in this Constitution or the TNZ Regulations.

27.3 A Member who ceases to be a Member:

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

28. Suspension, Sanctions and Termination of Membership

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

- a. defaults in payment, under Rule 28.2; or
- b. is suspended or terminated by any Applicable Member Organisation, in accordance with its constitutions and regulations; or
- c. is suspended or terminated by the TNZ Board, or has sanctions imposed on them, under this Rule.

28.2 **Default:** If a Member has not paid the TNZ Membership Fee (if any) or any other payments due to TNZ by the due date:

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

28.3 **Suspension, Sanctions or Termination by TNZ Board:**

- a. The TNZ Board may suspend the Membership of a Member for up to twelve (12) months, impose other sanctions or terminate their Membership, if:
 - i. a Hearing Body, the Sports Tribunal, CAS or any other body having jurisdiction over a Member recommends such action or imposes a sanction;
 - ii. the TNZ Board, or any individual(s) appointed by it, considers after reasonable enquiry that the Member did not comply with this Constitution, a TNZ Regulation or any rule, code, standard, resolution, decision, policy, or procedure decided by the TNZ Board or at a General Meeting; or
 - iii. where the Member is an Individual Member; they are no longer Eligible to be a Member.
- b. Before any suspension, sanction or termination is imposed by the TNZ Board on a Member:
 - i. they shall be given twenty-one (21) Days written notice of the proposal to suspend, impose a sanction or terminate the Member, unless the proposal arises from a Member's failure to comply with any one or more of the applicable Membership criteria under this Constitution, in which case three (3) months written notice will be given; and
 - ii. has the right to be present, make submissions and be heard on the proposal to suspend, impose any sanction or to terminate the Member.

- c. A decision by the TNZ Board to suspend or impose a sanction on a Member is final and there is no right of appeal. A decision of the TNZ Board to terminate Membership may be appealed to a SGM called for that purpose in accordance with Rule 45.8 and may only be overturned by a Special Majority in favour of the motion at the SGM.

28.4 Reinstatement:

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

28.5 Consequences of Suspension or Termination of Membership: Where any Member's Membership is suspended or terminated by TNZ or a Member Organisation, the following consequences apply to the Member for the period of the suspension, or indefinitely if terminated:

- a. the suspension or termination applies to the Member's Membership of all the Applicable Member Organisations;
- b. if the Member is suspended, they continue to be bound by this Constitution and the TNZ Regulations and the Applicable Member Organisations' constitutions and regulations including all of their obligations during the period of suspension;
- c. the Member forfeits all rights and entitlements it has as a Member under this Constitution, the TNZ Regulations and the Applicable Member Organisations constitutions and regulations;
- d. the Member shall not make any claim upon TNZ and its property, and nor use any TNZ property including Intellectual Property;
- e. if the Member is an individual, is not entitled to participate in any competition, tournament, activity, event, function, or meeting of, or held on behalf of, any Member Organisation or TNZ (including any committee of TNZ or a Member Organisation);
- f. if the Member is a Member Organisation, is not entitled (if it had the right to do so) to call, attend, be represented at, speak, or vote at any General Meeting, or Resolution Outside of a Meeting; and
- g. if the Member is a Member Organisation, is not entitled to permit any of its Members or officials to participate in any event, tournament, activity, event, function, or meeting of, or held on behalf of, any Member Organisation or TNZ.

PART III – GOVERNANCE AND MANAGEMENT

29. TNZ Officers

- 29.1 **Qualified:** TNZ Officers shall be qualified under the Act. If a TNZ Officer ceases to be qualified, the individual will automatically be deemed to have vacated their office upon the occurrence of circumstance or the decision which resulted in their disqualification. This Rule does not apply if the TNZ Chief Executive becomes disqualified, in which case the terms and conditions of their employment or engagement with TNZ will apply.
- 29.2 **Duties of TNZ Officers:** TNZ Officers shall comply with their duties under the Act.
- 29.3 **Cessation from Office:** An individual ceases to be a TNZ Officer, if the individual:
- resigns in accordance with the Act;
 - becomes disqualified from being a TNZ Officer under the Act or the Charities Act 2005;
 - dies;
 - if the TNZ Officer is a Board Member, is removed from office in accordance with Rule 40; or
 - otherwise vacates their office resulting in a Casual Vacancy.

30. TNZ Board Role and Powers

- 30.1 **Role:** Except as specified otherwise in the Act or this Constitution, the TNZ Board is responsible for governing, managing, directing and supervising the operation and affairs of TNZ.
- 30.2 **Powers:** The TNZ Board has all the powers necessary to carry out its role. Except to the extent specified otherwise in the Act or this Constitution, the TNZ Board has the powers to do all things that are not expressly required to be undertaken at a General Meeting under this Constitution.
- 30.3 **TNZ Board and TNZ Chief Executive:** The TNZ Board shall, through clearly defined delegations of authority, delegate to the TNZ Chief Executive the day-to-day management, direction and supervision of the operations and affairs of TNZ.

31. Composition of the TNZ Board

- 31.1 **Composition:** Subject to this Constitution, the TNZ Board shall comprise of eight (8) Board Members, as follows:
- four (4) Elected Board Members, elected in accordance with Rule 35.1; and
 - four (4) Appointed Board Members, appointed by the TNZ BAP in accordance with Rule 35.2.

- 31.2 **Co-option:** Subject to Rule 62, the TNZ Board may co-opt one (1) additional Board Member, for a term of no more than three (3) years, if it considers it needs specific skills, experience, or attributes to complement those of the Elected Board Members and Appointed Board Members. Any such co-opted Board Member is a non-voting Board Member but every other reference to a Board Member in this Constitution shall include any co-opted Board Member, unless stated otherwise.

32. Eligibility to be a TNZ Board Member

- 32.1 An individual will not be eligible to be, or otherwise hold or remain in office, as a TNZ Board Member if:
- a. the qualification requirements of being an Officer under the Act) are not met; and
 - b. any of the circumstances described in Rule 32.2 occur to that individual.
- 32.2 The following individuals are disqualified from being elected, appointed, or to otherwise hold or remain in office, as a TNZ Board Member:
- a. **Member Ineligibility:** an individual who is not Eligible to be a Member (under Rule 13.2);
 - b. **Employee:** an individual who is a paid employee of TNZ or a Member Organisation or a contractor in an equivalent position, unless as a condition of becoming a TNZ Board Member they resign from or terminate such employment or contract;
 - c. **Member Organisation:** an individual who is a Member of the board (whether as a voting or non-voting member) or who is an Officer of, a Member Organisation, other than a Club or a LAO, unless as a condition of becoming a TNZ Board Member, they resign from such office;
 - d. **Suspended or Terminated Member:** an individual who has been suspended or terminated from Membership of TNZ or any Member Organisation under this Constitution, any Previous Constitution or the constitution or previous constitution of a Member Organisation; unless their Membership has been reinstated by TNZ or any Member Organisation in accordance with this Constitution or the constitution of the Member Organisation; or
 - e. **Removed TNZ Board Member:** an individual who has been removed as a Board Member of TNZ (under Rule 40).
- 32.3 **Vacation of Office Deemed:** If any of the circumstances in Rule 32.2 occur to a TNZ Board Member while they are in office, they will be automatically deemed to have vacated their office as a TNZ Board Member upon the occurrence of the circumstance.

33. TNZ Board Chair/President and Deputy Chair

- 33.1 **Board Chair Ex Officio President:** The TNZ Board Member appointed as Board Chair under Rule 33.2 also holds the office of President of TNZ *ex officio* for the term of their appointment as Chair.
- 33.2 **Appointment:** At the first TNZ Board meeting held following each AGM, the TNZ Board shall appoint one (1) of the Board Members to be the Board Chair/ President and another to be the Deputy Chair for the period from that meeting until the commencement of the first TNZ Board meeting held after the next AGM. If a Casual Vacancy arises in the position of the Board Chair/President or Deputy Chair, the TNZ Board shall appoint another Board Member to the vacant position for the balance of the term for the Chair's position.

34. Term of Office

- 34.1 **Term:** Subject to this Constitution, the term of office for all TNZ Board Members is three (3) years:
- a. beginning, at the commencement of the first TNZ Board meeting held after the AGM following which they were elected, or if appointed, the first TNZ Board meeting held after their appointment by the TNZ BAP; and
 - b. ending immediately prior to the first TNZ Board meeting following the AGM held three (3) years after the commencement of their term.
- 34.2 **Staggered Terms:** Subject to Rule 61, every year there shall be either two (2) or three (3) Board Members who vacate their office at the end of their Term or due to a Casual Vacancy, as follows:
- a. one (1) Elected Board Member and two (2) Appointed Board Members in one year;
 - b. two (2) Elected Board Members and one (1) Appointed Board Member the next year, and
 - c. one (1) Elected Board Member and one (1) Appointed Board Member in the following year.
- 34.3 **Maximum Term:** Board Members who are re-appointed or re-elected to the TNZ Board for a consecutive term or terms (whether as an Elected Board Member or an Appointed Board Member), will only be eligible to serve a maximum of three (3) consecutive terms of office or nine (9) consecutive years in office. This includes any consecutive terms of office on the Previous TNZ Board. A TNZ Board Member who has reached the maximum term may seek re-election or re-appointment to the TNZ Board after a stand-down period of one (1) year.

35. TNZ Board Election and Appointment Process

35.1 Election of Board Members: Subject to Rule 62 and Rule 36.1, Elected Board Members shall be elected by the following process:

- a. no later than ninety (90) Days prior to each AGM, the TNZ Chief Executive shall notify the Voting Members of the Elected Board Member positions that are or will become vacant;
- b. the nomination process, and the assessment of nominees by the TNZ BAP, shall be undertaken as specified in the TNZ Regulations;
- c. the TNZ BAP shall assess the nominees and decide on those nominees it considers would be suitable for the Board for the vacant Elected Board Member positions in accordance with Rule 37.2 (referred to as "Suitable Nominees"). The TNZ BAP may decide on such number of Suitable Nominees as it sees fit including more or less than the number of vacant Elected Board Member positions. Any nominee who is not considered to be a Suitable Nominee will be informed of that individually by the convenor of the TNZ BAP and their nomination will be deemed to be withdrawn. The Voting Members will be notified of the Suitable Nominees for election at the same time as the Agenda is sent to them (under Rule 45.6);
- d. at the AGM, each Voting Delegate who is present and entitled to vote may cast their vote for one Suitable Nominee for each of the Elected Board Member position(s) which are vacant.;
- e. an election shall be held even if there are the same number of Suitable Nominees as there are vacancies for the position(s) of Elected Board Members, provided that in this case each Suitable Nominee shall receive a Majority of votes in their favour to be elected;
- f. except where Rule 35.1e applies, in all other cases the Suitable Nominees who receive the highest number of votes cast for the number of Elected Board Member position(s) that are vacant, will be elected;
- g. if votes are tied for an Elected Board Member position between the highest polling Suitable Nominees, a second round of voting between those tied Suitable Nominees shall be undertaken, to find the Suitable Nominee with the highest number of votes; and if votes are tied after that second round of voting, the Chair shall decide which of those tied Suitable Nominees will be the Elected Board Member; and
- h. if there are no Suitable Nominees, or a Majority of votes is not received where Rule 35.1(e) applies, for a vacant Elected Board Member position, it shall remain vacant and will be a Casual Vacancy (under Rule 36).

35.2 Appointment of Appointed Board Members: Subject to Rule 62 and Rule 37.2, the Appointed Board Members shall be appointed by the following process:

- a. no later than ninety (90) Days prior to each AGM, the TNZ Chief Executive shall notify the Voting Members of the Appointed Board Member positions that are or will become vacant;
- b. the process for advertising vacant positions, the application process, and the assessment of the applicants by the TNZ BAP, shall be as specified in the TNZ Regulations;
- c. the TNZ BAP shall assess the applicants in accordance with Rule 37.2 and as specified in the TNZ Regulations;
- d. after each AGM, the TNZ BAP will decide the applicant or applicants to appoint to any vacant Appointed Board Member positions, in accordance with Rule 37.2f and the TNZ Regulations; and no later than fourteen (14) Days after the AGM, send a written report to the TNZ Chief Executive notifying them of those appointments in accordance with Rule 37.2g;
- e. the convenor of the TNZ BAP shall notify the individuals appointed as Appointed Board Member(s); and
- f. the TNZ Chief Executive shall notify all Voting Members of the individuals who have been appointed as Appointed Board Members.

35.3 Positions Unfilled: In the event there are insufficient nominations or applications for any vacant Board Member positions, or in the case of Appointed Board Members there are, in the opinion of the TNZ BAP no suitable applicants, Rule 36 shall apply.

36. Casual Vacancies

36.1 If a Casual Vacancy arises in the position of a TNZ Board Member within six (6) months of the date scheduled for the AGM for that year, the remaining TNZ Board Members may either leave the position vacant until the AGM or request the TNZ BAP to fill the vacancy by appointing an individual who is Eligible to be a Board Member. If the Casual Vacancy filled under this Rule, is for an Elected Board Member position, the term of office shall be until the AGM, at which time an election will be held for that position for the balance of the term of the originally vacated position. If the Casual Vacancy filled under this Rules is for an Appointed Board Member the term of office for that position is for the balance of the term of the vacated position.

36.2 If a Casual Vacancy arises in the office of a Board Member, more than six (6) months before the date scheduled for the AGM for that year, the following process applies:

- a. if the vacancy arises in an Appointed Board Member position, the TNZ BAP shall fill it as soon as practicable following the process in Rule 35.2. Adjustments to the process, including timing, may be made by the TNZ Board, and the appointment shall take effect upon the TNZ BAP's decision; or

- b. if the vacancy arises in an Elected Board Member position, it shall be filled following the process in Rule 35.1 at a General Meeting or by Resolution Outside of a Meeting. Adjustments to the process, including timing, may be made by the TNZ Board.

In either case, a Casual Vacancy filled under this Rule 36.2 shall be filled for the balance of the term of the vacated position.

37. TNZ Board Appointments Panel (TNZ BAP)

37.1 Role: The role of the TNZ BAP is to make independent assessments of nominees and applicants for vacant TNZ Board Member positions, by undertaking its responsibilities under this Constitution and the TNZ Regulations.

37.2 Responsibilities: The responsibilities of the TNZ BAP are to:

- a. identify and invite suitable nominees and applicants to apply for any vacant Board Member positions, which vacancies must be notified and advertised in accordance with the TNZ Regulations;
- b. independently assess nominations and applications, including undertaking such enquiries, interviews and due diligence on nominees and applicants, as it sees fit;
- c. comply with the process and timetable for its decisions in accordance with this Constitution and as specified in the TNZ Regulations;
- d. for the vacant Elected Board Member positions, decide on the nominees it considers would be Suitable Nominees for the Board by taking into account any relevant factors and other requirements specified in the TNZ Regulations;
- e. prepare a written report for each AGM setting out the process it has undertaken for the vacant Elected Board Member positions; the nominees it considers would be Suitable Nominees and the reasons for its decisions;
- f. as soon as practicable following each AGM, appoint individuals to be Appointed Board Members that it considers are best suited for the vacant positions, taking into account any relevant factors and other requirements specified in the TNZ Regulations; and,
- g. prepare a written report for the TNZ Board as soon as practicable following each AGM setting out the process it has undertaken for the vacant Appointed Board Member positions; the individuals it has appointed and the reasons for its decisions.

37.3 Composition: The TNZ BAP shall comprise of the following individuals (who must each be eligible under Rule 37.5):

- a. the Board Chair/ President, or if they are seeking re-election or re-appointment to the TNZ Board, another Board Member as decided by the TNZ Board, (who is not seeking re-appointment or re-election to the TNZ Board);
- b. one (1) individual who is the Members' Representative appointed in accordance with Rule 37.4;

- c. one (1) individual appointed by the TNZ Board, who is independent of TNZ and is suitably skilled, qualified, or experienced to carry out the functions of the TNZ BAP, taking into account the skills, qualifications and experience of the other TNZ BAP members; and
- d. if specified in the TNZ Regulations, one (1) other individual as decided by the TNZ Board to bring specific knowledge, experience or diversity to the TNZ BAP.

37.4 Appointment of Members' Representative:

- a. Prior to each AGM, the Voting Members will, in the manner decided by agreement between them, call for expressions of interest for individuals to be proposed as the Members' Representative; identify suitable individuals and then decide on an individual to be the Members' Representative on the TNZ BAP. TNZ will provide advice and support for this process as requested.
- b. If the Voting Members cannot decide on the Members' Representative there shall be an election by vote of the Voting Delegates at the AGM from amongst those individuals proposed for this position. The individual who is the highest polling candidate will be elected as the Members' Representative.
- c. The Members' Representative cannot be a TNZ Board Member, TNZ Officer or a board member or employee of a Voting Member.
- d. The term of a Member Representative is for one (1) year, but the individual may be re-appointed for further terms by the Voting Members, up to a maximum of three (3) consecutive terms.

37.5 Panel Eligibility: No individual will be eligible to be a member of the TNZ BAP, or to remain on it, if the individual would not be Eligible to be a Board Member. In addition, no member of the TNZ BAP may seek appointment as a TNZ Board Member while in office as a member of the TNZ BAP. If a member of the TNZ BAP does not remain Eligible to be a Board Member while they are in office, they will automatically be deemed to have vacated their office upon the occurrence of the circumstance or the decision of the relevant authority, which made them not Eligible to be a Board Member.

37.6 Appointment, Tasks and Procedures of the TNZ BAP: The process for appointment of the TNZ BAP (including its convenor), the TNZ BAP members' term of office, the timing and procedures of the TNZ BAP and other matters related to it, will be specified in TNZ Regulations. The TNZ BAP members shall comply with this Constitution and the TNZ Regulations.

37.7 Vacancies on Panel: Any Casual Vacancy that arises in the membership of the TNZ BAP shall be filled with a replacement member appointed in accordance with Rule 37.3. If a Casual Vacancy arises in the Members' Representative on the TNZ BAP, the process in Rule 37.4 will apply, except that if an election is required, it shall be undertaken by Resolution Outside of a Meeting.

38. TNZ Board Meetings & Procedures

- 38.1 **Calling and Notice of Meetings:** TNZ Board meetings may be called on reasonable notice at any time by the Board Chair/President or two (2) Board Members with notice generally being not less than fourteen (14) Days' and not less than one (1) Day depending on the urgency. Generally, the TNZ Board shall meet regularly as agreed by the TNZ Board.
- 38.2 **Procedure:** Except to the extent specified in this Constitution and the TNZ Regulations, the TNZ Board may regulate its own procedure.
- 38.3 **Method of Meetings:** A meeting of the TNZ Board may be held by a quorum of TNZ Board Members (under Rule 38.5):
- being physically present together at the time and place appointed for the TNZ Board's meeting;
 - participating in the meeting by means of audio link, audiovisual link or other electronic means; or
 - by any one (1) or more TNZ Board Members attending by a combination of both the methods in Rule 38.3a and Rule 38.3b.
- 38.4 **Resolutions Outside of Meetings:** A resolution in writing, signed or consented to by email or other form of visible or other electronic communication, by approval of a Majority of the TNZ Board Members will be valid as if it had been passed at a meeting of the TNZ Board.
- 38.5 **Quorum:** For a TNZ Board meeting, or a Board resolution outside of a meeting, the quorum is fifty (50) percent (%) (rounded up to the nearest whole number) of the total number of TNZ Board Members, which shall include not less than one Elected Board Member. A co-opted Board Member shall not be counted in the quorum. A Member is present by attending or participating in accordance with Rule 38.3 or Rule 38.4, as applicable.
- 38.6 **Voting:** Each TNZ Board Member (excluding any co-opted Board Member) is entitled to one (1) vote on every motion or resolution at any TNZ Board meeting or on any Board resolution outside of meeting. Voting at TNZ Board meetings will usually be by voice, show of hands or, if requested by any TNZ Board Member, secret ballot. Proxy voting is not permitted at TNZ Board meetings. In the event votes are tied, the Chair of the meeting is entitled to a casting vote.
- 38.7 **Majority:** Unless specified otherwise in this Constitution, a motion or resolution of the TNZ Board shall be approved if a Majority of TNZ Board Members are in favour of it.

39. Interests and Conflicts of Interest

TNZ Board Members and other TNZ Officers shall comply with the rules on conflicts-of-interest and disclosure of them in the Act. The definition of Interested in a Matter under the Act is extended to include personal interests as specified in the TNZ Board's conflicts of interest policy. The consequences of a TNZ Board Member or other TNZ Officer being Interested in a Matter are specified in the Act.

40. Suspension and Removal of TNZ Board Member

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

- a. a TNZ Board Member is alleged to have been involved in, or is charged with, or is given notice by the relevant authority of a proposal to make an order or finding against that TNZ Board Member of any circumstances which if made will result in them not being Eligible to be a Board Member;
- b. a TNZ Board Member is given notice as a Member under Rule 28 of a proposal to suspend, terminate or impose any other sanction on that individual as a Member;
- c. a TNZ Board Member is given notice of a proposal by, or a decision of, an Applicable Member Organisation, to suspend, terminate or impose any other sanction on that individual as a Member; or
- d. a TNZ Board Member is alleged to have breached any of the duties as a TNZ Officer under the Act.

40.2 Removal of a TNZ Board Member:

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

41. Honorary Vice-President

The Honorary Vice-President shall be appointed annually. In co-operation with the Board/Chair President, their role is to be a figurehead of TNZ. The process for their appointment shall be specified in TNZ Regulations. Their term of office is one (1) year commencing at the conclusion of the AGM at which they are appointed and expiring at the conclusion of the next AGM. The Honorary Vice-President has the same rights, entitlements and obligations as a TNZ Life Member/ Te Tohu Taumata and is entitled to attend official functions and events of TNZ.

42. TNZ Chief Executive

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

43. Contact Person

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

44. Indemnity and Insurance

TNZ indemnifies its current and former TNZ Officers, Members and employees as permitted by the Act. TNZ may effect insurance for its current and former TNZ Officers, Members and employees as permitted by the Act, if approved by the TNZ Board.

PART IV - GENERAL MEETINGS

45. Meetings of Members

- 45.1 **Annual General Meeting:** TNZ shall hold an AGM not later than six (6) months after the end of each Financial Year and not later than fifteen (15) months after the previous AGM, at a date, time and place decided by the TNZ Board.
- 45.2 **Special General Meeting:** Any other General Meeting of the Members is a SGM.

45.3 **Method of General Meetings:**

- a. A General Meeting may be held by a quorum of Delegates (under Rule 45.13), by any one of the following methods (as decided by the TNZ Board):
 - i. being physically present together at the time and place appointed for the meeting;
 - ii. participating in the meeting by means of audio link, audiovisual link or other electronic means; or
 - iii. by a combination of both the methods in Rule 45.3a(i) and Rule 45.3a(ii).
- b. Participation of a Delegate at a General Meeting held in accordance with Rule 45.3a(i), Rule 45.3a(ii), or Rule 45.3a(iii) shall constitute the presence of that individual at the meeting for the purposes of this Constitution.

45.4 **Notice of AGM:** The TNZ Chief Executive shall give not less than ninety (90) Days' written notice of an AGM to the TNZ Officers, TNZ Board, Member Organisations, TNZ Life Members/ Te Tohu Taumata and all other Members. Notice to Members of an AGM may be given by posting it on the TNZ Website. The notice shall specify:

- a. the date, time, and place and/or the method by which the AGM is to be held;
- b. the date and time by which notification of the Delegates and Members wishing to attend, is to be received by the TNZ Chief Executive; and
- c. the process and closing date(s) for Voting Members to submit (in writing) to the TNZ Chief Executive any items of business (under Rule 45.5)

45.5 **Items for AGM Business:** Subject to this Rule, any proposed motions or resolutions; nominations for positions to be elected or appointed at the AGM and any other business proposed by the TNZ Board, must be received by the TNZ Chief Executive by the closing dates specified in the Notice of AGM (Rule 45.4). These closing dates shall not be less than thirty (30) Days before the date set for the AGM, except for motion(s) or resolution(s) to amend the Constitution, which must be received by the TNZ Chief Executive not less than forty-two (42) Days before the date set for the AGM.

45.6 AGM Agenda:

- a. Not less than twenty-one (21) Days' written notice of the agenda for each AGM shall be given by the TNZ Chief Executive to the TNZ Officers, the TNZ Board, Member Organisations, TNZ Life Members/ Te Tohu Taumata and all other Members. The agenda shall set out the business to be discussed at the AGM in accordance with Rule 45.7. Additionally, the following information shall be provided with the agenda:
 - i. the minutes of the previous AGM and any SGMs held since the previous AGM;
 - ii. the Annual Report for the preceding Financial Year;
 - iii. the audited Annual Financial Statements for the preceding Financial Year;
 - iv. any Suitable Nominees for any Elected Board Members (including the report from the TNZ BAP);
 - v. the individual appointed, or individuals proposed, by the RTOs to be the Members' Representative on the TNZ BAP;
 - vi. any nominee(s) for the Honorary Vice-President;
 - vii. any individuals recommended by the TNZ Board to be TNZ Life Members/ Te Tohu Taumata;
 - viii. the TNZ Board's recommendation for appointment of the Auditor;
 - ix. any proposed TNZ Membership Fee in accordance with Rule 25.1;
 - x. any proposed Major Transactions recommended by the TNZ Board;
 - xi. any motion(s) or resolution(s) proposing to amend this Constitution; and
 - xii. any other items of business that are permitted, and have been properly submitted, for consideration; and,
 - xiii. notice of any disclosures of any conflicts of interests made by TNZ Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate).
- b. Additional items of business not listed on the agenda cannot be voted on at the AGM but may be discussed if a Majority agree to do so at the meeting.
- c. The agenda for an AGM may be notified by posting it on the TNZ Website.

45.7 Business of AGM: The following business shall be considered at each AGM in the order decided by the Chair:

- a. approval of the minutes of the previous AGM and any SGMs held since the previous AGM;
- b. presentation on the previous Financial Year of:
 - i. the Annual Report;
 - ii. audited Annual Financial Statements;
 - iii. the Auditor's report on the Annual Financial Statements;
 - iv. disclosures of any conflicts of interests made by TNZ Officers;
- c. approval of any Major Transactions recommended by the TNZ Board;
- d. election for any vacant Elected Board Member positions;
- e. appointment or election (if required) of the Members' Representative on the TNZ BAP;
- f. approval of the Auditor for the next Financial Year;
- g. appointment of the Honorary Vice-President as recommended by the TNZ Board;
- h. appointment of any TNZ Life Members/ Te Tohu Taumata as recommended by the TNZ Board;
- i. approval of any TNZ Membership Fee in accordance with Rule 25.1;
- j. any motion(s) or resolution(s) proposing to amend this Constitution; and
- k. any other items of business that have been properly submitted for consideration.

45.8 Calling a SGM: The TNZ Chief Executive shall call a SGM as soon as reasonably practicable after receiving a written request from the TNZ Board or one-third (1/3rd) or more of the total number of Voting Members entitled to vote. This request shall state the purpose for which the SGM is being requested and include the proposed motion(s) or resolution(s) to be voted on.

45.9 Notice of SGM: Not less than thirty (30) Days' written notice of a SGM shall be given by the TNZ Chief Executive to the TNZ Officers, TNZ Board, Member Organisations, TNZ Life Members/ Te Tohu Taumata and all other Members, unless the purpose of SGM is to propose amendments to the Constitution, in which case not less than forty-two (42) Days' notice must be given. This notice may be given by posting it on the TNZ Website. It shall only deal with the business for which the SGM is requested and shall include:

- a. the date, time, and place and/or the method by which the meeting is to be held (as decided by the TNZ Board);
- b. the date and time by which notification shall be received by the TNZ Chief Executive of the names of the TNZ Officers, Delegates, TNZ Board Members, TNZ Life Members and Members, who will be attending the SGM; and
- c. the proposed motion(s) or resolution(s) that are permitted, and properly submitted for consideration.

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

- a. two (2) Delegates representing each RTO, (and its Members), who may attend and speak (including moving and seconding motions or resolutions) and vote (in accordance with Rule 46) at the General Meeting. One (1) of these Delegates shall be appointed by each RTO as the Voting Delegate for the meeting;
- b. one (1) Delegate representing each NAO (and its Members), who may attend and speak (including moving and seconding motions or resolutions) and vote (in accordance with Rule 46) at the General Meeting;
- c. one (1) Delegate representing AMTA (and its Members), who may attend and speak (including moving and seconding motions or resolutions) and vote (in accordance with Rule 46) at the General Meeting;
- d. TNZ Board Members, TNZ Chief Executive, the Honorary Vice-President and TNZ Life Members/ Te Tohu Taumata who may attend and speak at General Meetings but have no right to move or second motions or resolutions (other than a TNZ Board Member authorised to do so on behalf of the TNZ Board), nor to vote or hold a proxy for any Voting Member (except the Chair under Rule 46.8);
- e. any Member, or representative of a Non-Voting Member Organisation, who may attend (at their own cost). They are not entitled to speak (unless invited to do so by the Chair of the General Meeting), move or second motions or resolutions, vote nor hold a proxy for any Voting Member. At least three (3) Working Days before the date of the General Meeting, they shall notify the TNZ Chief Executive of their proposed attendance;
- f. any other individuals invited by the TNZ Board, including TNZ employees may attend General Meetings. They may speak only if invited to do so by the Chair of the General Meeting and are not entitled to move or second motions or resolutions, vote or hold a proxy for any Voting Member; and
- g. any other individual entitled to do so by law or under the Act.

45.11 Delegates: The following applies to Delegates:

- a. **Appointment:** each RTO which is Financially Current with TNZ is entitled to appoint two (2) Delegates for each General Meeting, each of whom shall hold office with the RTO. One of these Delegates shall be designated by each RTO to be its Voting Delegate. Each NAO and AMTA, which is Financially Current with TNZ, is entitled to appoint one (1) Voting Delegate. TNZ Officers and TNZ Life Members/ Te Tohu Taumata cannot be Delegates; and
- b. **Notice:** notice of the Delegates' appointments, (signed by an authorised representative of the Voting Member which each Delegate represents), shall be received by the TNZ Chief Executive not less than three (3) Working Days before each General Meeting. Voting Members may replace their Delegate(s) by giving written notice to the TNZ Chief Executive (signed by an authorised representative of their Voting Member) prior to the commencement of the meeting.

- 45.12 **Not Financially Current:** A Member which is not Financially Current may attend General Meetings and participate in Resolutions Outside of Meetings but is not entitled to any other rights they would otherwise be entitled to, including to speak, move or second motions or resolutions or vote.
- 45.13 **Quorum:** A quorum for a General Meeting is not less than half the Voting Members entitled to vote either being present by their Voting Delegates or by proxy. No business may be conducted if a quorum is not present at the time the meeting was notified to commence, and at all times during the meeting. If a quorum is not reached within thirty (30) minutes of the scheduled commencement time, the General Meeting is adjourned to another time on the same day as decided by the TNZ Board. If at the subsequent General Meeting, a quorum is not reached within thirty (30) minutes of its scheduled commencement time, the General Meeting shall be adjourned to another day (not less than seven (7) Days later) at a time, and place as decided by the TNZ Board. If there is still no quorum at the third General Meeting, the Delegates present will be deemed to constitute a valid quorum, and the meeting may proceed.
- 45.14 **Chair of Meeting:** The Board Chair/President will chair all General Meetings. If they are unavailable, or a motion or resolution concerns them, the Deputy Chair will chair the meeting while the Board Chair/President is unavailable. If the Deputy Chair is also unavailable or the motion or resolution concerns them, a TNZ Board Member appointed by the TNZ Board will chair the meeting while they are unavailable.
- 45.15 **Errors:** Any irregularity, error or omission in notices, agendas or papers for a General Meeting will not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:
- a. the Chair, in their discretion, decides it is appropriate for the meeting to proceed despite the irregularity, error or omission; and
 - b. a motion or resolution to proceed is approved by Special Majority.
- 45.16 **Minutes:** Minutes of all General Meetings shall be kept and posted on the TNZ Website. They shall also be available upon request by any Member in accordance with the Act.
- 45.17 **Regulation of Procedure:** The Chair regulates the proceedings at each General Meeting and makes any decisions on the procedure of the meeting, subject to this Constitution.

46. Voting at General Meetings

- 46.1 **Vote:** Each Voting Delegate is entitled to one (1) vote on each motion or resolution (including in an election), at a General Meeting or in Resolutions Outside of a Meeting. Each Voting Delegate shall vote in accordance with any instructions given to it by the Voting Member which appointed them. The voting entitlement of each Voting Delegate cannot be split (i.e. some of it in favour and some of it against a motion or resolution).
- 46.2 **RTO Value of Vote:** The value of a vote cast by a Voting Delegate for each RTO on each motion or resolution (including in an election) held at a General Meeting or in Resolutions Outside of Meetings shall be:
- a. one (1) for each RTO, plus;
 - b. one (1) for every 1000 of its Individual Members who are Financially Current with their Applicable Governing Member Organisation (excluding Individual Casual Members) registered on the National Database as at 31 March prior to the meeting.
- For example, the value of an RTO's vote where it has 5200 individual Members would be 6 i.e. 1 for being an RTO and 5 for each lot of 1000 Members. There would not be any additional votes for the remaining 200 Members.*
- 46.3 **NAO and AMTA Value of Vote:** The value of a vote cast by a Voting Delegate of each NAO and AMTA at a General Meeting or in Resolutions Outside of Meetings is one (1).
- 46.4 **Decisions by Majority:** Unless specified otherwise in this Constitution, all motions and resolutions proposed at a General Meeting will be adopted if there is a Majority in favour.
- 46.5 **Decisions by Special Majority:**
- a. Any motions or resolutions of the nature described in Rule 46.5b shall be proposed at a General Meeting and will only be adopted if there is a Special Majority in favour of the motion or resolution.
 - b. The matters for which a Special Majority is required are those proposing:
 - i. any amendment to this Constitution in accordance with Rule 54;
 - ii. a Major Transaction; or
 - iii. any other matter stated in this Constitution which specifies that a Special Majority is required at a General Meeting.
- 46.6 **No Casting Vote:** In the event votes are tied at a General Meeting or in a Resolution Outside of a Meeting, the Chair or their nominee, is not entitled to have a casting vote and the motion or resolution will fail.
- 46.7 **Method of Voting:** Voting at General Meetings shall be conducted by voices, show of hands, ballot or secret ballot as decided by the Chair (including using Electronic Voting). Voting by secret ballot shall apply for elections of any Elected Board Member position or for any motion or resolution if requested by three (3) Voting Delegates present at the meeting and approved by a Majority.

- 46.8 **Proxies:** Voting Delegates may exercise their vote and be deemed present at a General Meeting either by their attendance in accordance with Rule 45.3; or by giving their Voting Member's vote to the Chair of the General Meeting or another Voting Delegate as their proxy. Each proxy shall be specific and direct the proxy holder how to vote on each motion, resolution or in an election. Proxies shall be given and notified in accordance with the TNZ Regulations. At the commencement of a General Meeting, the Chair will inform the Voting Delegates of which Voting Delegates hold valid proxies and for whom. A Voting Delegate and the Chair of the General Meeting cannot each hold more than four (4) proxies each for a General Meeting. Each valid proxy shall count towards the quorum required for a General Meeting. Proxies are not permitted for Resolutions Outside of Meetings.
- 46.9 **Scrutineers:** For each General Meeting the Voting Delegates shall appoint not less than two (2) Scrutineers (who shall not be Delegates, TNZ Officers, or employees of TNZ). They shall count the valid votes, decide and inform the Chair whether the motion or resolution is carried, lost or tied in accordance with the requisite Majority in this Constitution; or in the case of an election, the outcome of it, unless the outcome of a vote is determined automatically by a verified online or electronic voting system. The procedures of the Scrutineers shall be specified in the TNZ Regulations.
- 46.10 **Chairperson's Declaration:** The Chair shall declare the result of each vote (including the number of votes in favour, against or that abstained) once voting is complete. The Chair's declaration of the result will be conclusive.

47. Resolutions Outside of Meetings

- 47.1 **Types of Resolutions:** Decisions of Voting Delegates may be made outside of General Meetings for Casual Vacancies arising in the Auditor, the Members' Representative, or an Elected Board Member position or any other matter which could otherwise be decided at a General Meeting (unless this Constitution specifies otherwise) that the TNZ Board considers should be decided within thirty (30) Days or less, or in the case of an Urgent Resolution, within seven (7) Days.
- 47.2 **Process for Resolutions:** Resolutions Outside of a General Meeting shall be conducted as follows:
- a. not less than seven (7) Days' written notice shall be given by the TNZ Chief Executive to the Voting Members, TNZ Officers, TNZ Board, and TNZ Life Members/ Te Tohu Taumata of the proposed resolution(s) to be voted on, or in the case of any appointment or election, the nominees. The date and time by which the votes for any such resolution shall be received, will be decided by the TNZ Board, and included in the notice. If it is an Urgent Resolution not less than three (3) Days' notice is required and the reason for the urgency shall be stated;
 - b. the Voting Delegates shall be notified to the TNZ Chief Executive by the date and time specified in the notice prior to the closing time for voting. The minimum number of Voting Delegates who shall participate in voting is the same as the quorum for a General Meeting. Participation in voting by a Voting Delegate shall constitute their presence for the purposes of this Constitution;

- c. voting shall be conducted by Electronic Voting. Voting Delegates are entitled to vote on the same basis as at a General Meeting;
- d. the votes shall be received at the specified email address or other online or electronic process, and in the manner, specified by the TNZ Chief Executive, by the date and time prescribed on the notice in Rule 47.2a);
- e. not less than two (2) Scrutineers (who comply with Rule 46.9) shall be appointed by the TNZ Board and fulfil the same responsibilities as for a General Meeting;
- f. a resolution proposed under this Rule is only carried, if seventy-five percent (75%) of the votes properly cast by Voting Delegates are in favour of the resolution, even if the resolution would otherwise require approval by a Special Majority or a Majority if it had been voted on at a General Meeting under this Constitution, except that where a resolution is to fill a Casual Vacancy arising in the position of an Elected Board Member, the outcome shall be decided under Rule 35.1; and
- g. the Board Chair/President shall declare the result of any such resolution (including the number of votes in favour, against or that abstained) and their declaration will be conclusive. All Members will be notified of the result as soon as possible and within three (3) Working Days of the vote closing.

48. Forums

In addition to holding General Meetings, TNZ shall 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. These forums shall be held using any of the methods in Rule 45.3, except that a quorum is not required.

PART V - FINANCIAL MATTERS

49. Application of Income

The funds and property of TNZ shall be controlled, managed, invested and disposed of by the TNZ Board, subject to this Constitution, and devoted solely to the promotion of the Purposes.

50. Financial Year

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

51. Annual Report and Annual Financial Statements

The TNZ Board shall prepare an Annual Report for presentation to the AGM. The TNZ Board shall also present audited Annual Financial Statements for the preceding Financial Year to each AGM, which statements shall be audited by the Auditor.

52. Auditor

The Auditor will be appointed at each AGM for the next Financial Year. The Auditor shall conduct the audit of the Annual Financial Statements in compliance with applicable auditing and assurance standards.

53. No Personal Benefit

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

PART VI – OTHER MATTERS

54. Amendments to the Constitution

- 54.1 Subject to Rule 54.4, this Constitution may only be amended, added to, or repealed by Special Majority at a General Meeting or by a Resolution Outside of a Meeting.
- 54.2 Notice of an intention to amend this Constitution shall be given to the TNZ Chief Executive:
- a. by a Voting Member entitled to vote or the TNZ Board, no later than forty-two (42) Days prior to a General Meeting; or
 - b. by the TNZ Board, no later than forty-two (42) Days prior to a Resolution Outside of a Meeting, unless it is an Urgent Resolution, in which case no later than ten (10) Days prior.
- 54.3 No addition to, deletion from or amendment to this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 54.4 If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, the TNZ Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to it. If the TNZ Board does not receive any objections within twenty (20) Working Days after the date on which the notice is sent, or any longer period that the TNZ Board decides, the TNZ Board may make that amendment. If it does receive an objection, the TNZ Board may not make the amendment.

55. TNZ Regulations

- 55.1 Subject to Rule 55.2, the TNZ Board may make, amend, or repeal TNZ Regulations as it considers necessary or desirable, provided they are consistent with the Purposes of TNZ, and not contrary to this Constitution, the Act or other laws.
- 55.2 Before making, amending, or repealing any TNZ Regulation, the TNZ Board shall provide the Voting Members with its proposal to make, amend or repeal a TNZ Regulation and provide not less than sixty (60) Days' notice for them to provide written feedback on the proposal to the TNZ Board. If the proposed amendments are minor, clerical or typographical, such consultation is not required. Any proposal to make, amend or repeal a TNZ Regulation shall also be posted on the TNZ Website.
- 55.3 All TNZ Regulations and any amendments to them, shall be notified to all Members and published on the TNZ Website. TNZ Regulations are binding on TNZ, TNZ Officers and all Members, unless expressly stated otherwise.
- 55.4 A TNZ Regulation may, in whole or in part, be amended or revoked by Special Majority at a SGM, if a motion or resolution proposing that is notified in accordance with Rule 45.8. Unless the motion or resolution provides otherwise, any such amendment or revocation shall take immediate effect but cannot be applied retrospectively.
- 55.5 To the extent of any inconsistency between any TNZ Regulation and this Constitution, or between this Constitution or any TNZ Regulation and the constitution or regulation of a Member Organisation, this Constitution prevails.

56. Liquidation or Dissolution

- 56.1 The TNZ Board shall give not less than twenty (20) Working Days' notice to all Members of a proposed motion or resolution to be voted on at a General Meeting:
- a. to appoint a liquidator;
 - b. to remove TNZ from the Register of Incorporated Societies; or
 - c. for the distribution of TNZ's surplus assets.
- 56.2 A motion or resolution in Rule 56.1 requires a seventy-five percent (75%) majority of votes in its favour from the Voting Delegates present and entitled to vote, for it to be carried.
- 56.3 The surplus assets of TNZ after the payment of all costs, debts, and liabilities, shall be disposed of to an entity with purposes similar to those of TNZ with charitable status or any other not-for-profit entity or entities in New Zealand which are exclusively charitable, and which share similar purposes to TNZ.

57. Matters Not Provided For

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

58. Complaints and Disputes

58.1 In this Rule 58:

- a. **Dispute** means a disagreement or conflict between and among any one or more Members, or any one or more TNZ Officers and TNZ, that relates to an allegation that:
 - i. a Member or a TNZ Officer has engaged in Misconduct;
 - ii. a Member or a TNZ Officer has breached, or is likely to breach, a duty under this Constitution or the Act;
 - iii. TNZ has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - iv. a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged.
- b. **Disputes Procedure** means the procedure for resolving a Dispute specified in Rule 58.5 and Rule 58.6;
- c. a **Member** is a reference to a Member acting in their capacity as a Member; and
- d. a **TNZ Officer** is a reference to an Officer acting in their capacity as an Officer.

58.2 **Application of legislation to a Dispute:** The Disputes Procedure will not apply to a Dispute to the extent that legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

58.3 **Application of other procedures under this Constitution or in a Regulation:** If the Dispute is dealt with by another procedure under this Constitution or a TNZ Regulation or the rules of a Related Organisation (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the TNZ Board in its discretion, so that the Other Procedure is consistent with the rules of natural justice. If the subject matter of the Complaint does not meet the definition of a Dispute and is dealt with by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

58.4 **Application of the Disputes Procedure:** If the Dispute is not required by legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure in Rule 58.5 and Rule 58.6 shall apply to the Dispute.

58.5 Disputes Procedure - Raising a Complaint

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

58.6 Disputes Procedure - Investigating and Resolving Disputes

- a. Unless otherwise provided, TNZ shall as soon as reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and resolved.
- b. Disputes shall be dealt with in a fair, efficient, and effective manner.
- c. Despite the nature of the Dispute, TNZ may decide not to proceed with a Dispute if:
 - i. it is not a Dispute as defined in Rule 58.1 including that it is not within the jurisdiction of TNZ under this Constitution;
 - ii. the Complaint is trivial;
 - iii. the Complaint does not appear to disclose or involve any allegation of the following kind:
 - A. any material Misconduct;
 - B. any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - C. any material damage to a Member's rights or interests or Members' rights or interests generally;
 - iv. the Complaint appears to be without foundation or there is no apparent evidence to support it;
 - v. the individual who makes the Complaint has an insignificant interest in the matter;
 - vi. the conduct, incident, event, or issue giving rise to the Dispute has already been investigated and dealt with under this Constitution or Other Procedure; or
 - vii. there has been an undue delay in making the Complaint.

- d. TNZ may refer a Dispute to:
 - i. a hearing body or individual authorised, delegated or appointed by the TNZ Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**);
 - ii. any type of consensual dispute resolution with the consent of all parties to the Dispute including mediation; or
 - iii. a subcommittee of the TNZ Board or an external individual to investigate and report to the TNZ Board, following which, the Board may refer the matter to consensual dispute resolution or to a Hearing Body or decide the outcome of the Dispute itself.
- e. The TNZ Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which may be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the TNZ Board to resolve, or assist to resolve, Disputes.
- f. An individual may not be a Member of a Hearing Body in relation to a Dispute if the TNZ Board or the Hearing Body considers there are reasonable grounds to believe that the individual may not be impartial or able to consider the matter without a predetermined view.
- g. The Member or TNZ Officer who, or TNZ which, made the Complaint (**Complainant**), has the right to be heard before the Dispute is resolved or any outcome is determined. A Complainant shall be taken to have been given the right if:
 - i. the Complainant is provided with a reasonable opportunity to be heard in writing or at an oral hearing, if one is held;
 - ii. an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing;
 - iii. an oral hearing, if any, is held before the Hearing Body; and
 - iv. the Complainant's written statement or submission, if any, are considered by the Hearing Body.
- h. The Member or TNZ Officer who, or TNZ which, is the subject of the Complaint (**Respondent**) has the right to be heard before the Dispute is resolved or any outcome is determined. A Respondent shall be taken to have been given the right if:
 - i. the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response;
 - ii. the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held;
 - iii. an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing;
 - iv. an oral hearing, if any, is held before the Hearing Body; and
 - v. the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

58.7 Appeals: Unless this Constitution or any TNZ Regulation provides otherwise, there is no right of appeal or right of review of a decision about a Dispute.

- 58.8 **Sports Tribunal:** TNZ recognises the Sports Tribunal may be the appropriate forum to resolve certain sports-related disputes within the scope of the rules of Sports Tribunal. The TNZ Regulations shall expressly specify any sports-related disputes that shall be referred to the Sport Tribunal.
- 58.9 **International Tennis Bodies:** Nothing in this Constitution or the TNZ Regulations prevents the ITF, ITIA and OTF from deciding certain disputes or appeals with their jurisdictions in accordance with their respective rules.
- 58.10 **CAS:** TNZ recognises that CAS shall have jurisdiction to decide certain disputes in accordance with the CAS rules, either directly or by way of appeal, if expressly specified in the TNZ Regulations.
- 58.11 **Decisions Binding:** Decisions and awards of any Hearing Body, the Sports Tribunal, ITF, ITIA, OTF, and CAS are binding on TNZ and all Members.

59. Integrity

- 59.1 TNZ adopts the Sports Anti-Doping Rules (SADR) made by the Sport Integrity Commission under the Integrity Sport and Recreation Act 2023 as TNZ Regulations. TNZ and all Members are bound by the SADR.
- 59.2 The TNZ Board may adopt an Integrity Code, and if it does, it will have the status of a Regulation and TNZ and all Members shall be bound by it.

PART VII – TRANSITION & DEFINITIONS

60. Transition of Existing Members

- 60.1 **Existing TNZ Life Members:** Individuals who were granted TNZ Life Membership prior to the Commencement Date (including Honorary TNZ Life Membership granted under Previous Constitutions) will remain as TNZ Life Members/ Te Tohu Taumata, subject to this Constitution.
- 60.2 **Existing Regional Centres and Associations:** The organisations listed in **Schedule 1** are Existing Regional Centres and Associations and Members of TNZ as at the Commencement Date. Subject to this Constitution, they will remain Members but by no later than 31 March 2025 they shall each either apply (in the form and manner prescribed by TNZ):
- a. to TNZ for Membership as an RTO; or
 - b. to the Applicable RTO, if it wishes to become a Member as an LTP or a Club.

In either case, the application will be assessed and decided in accordance with Rule 6 (RTOs) or Rule 7 (LTPs) respectively, except the TNZ Board and Applicable RTO Board will decide the application instead of the Voting Members of TNZ or voting members of the Applicable RTO respectively. Any applications received from 1 April 2025 shall be made and decided in accordance with Rule 6 (RTOs), Rule 7 (LTPs) or Rule 8 (Clubs), as applicable.

60.3 **Existing National Affiliates:** The organisations listed in **Schedule 2** are Existing National Affiliates and Members of TNZ as at the Commencement Date. Subject to this Constitution, they will remain Members of TNZ but by no later than 30 June 2025 they shall each apply to TNZ for Membership as an NAO or AMTA (as applicable). The application will be assessed and decided in accordance with Rule 9.1 (NAO) or Rule 10 (AMTA) respectively, except the TNZ Board will decide the application instead of the Voting Members of TNZ. Any applications made from 1 July 2025 shall be made and decided in accordance with Rule 9.2 (NAOs) and Rule 10 (AMTA), as applicable.

61. Transition of Clubs and LAOs

61.1 Clubs:

- a. Tennis clubs (whether or not existing Members of a Regional Centre or an Existing Association in **Schedule 1**), that wish to become Members of TNZ and the Applicable Member Organisations and which have at least ten (10) current Individual Members, (excluding Individual Casual Members) shall apply to their Applicable LTP (if any), or if none, their Applicable RTO, for Membership.
- b. The application shall be made in the form and manner prescribed by TNZ after the Applicable RTO or Applicable LTP has been admitted as a Member of TNZ (under Rule 60.2) and before 5 April 2026. From 6 April 2026 any application for Membership as a Club shall be made and decided in accordance with Rule 8.2.
- c. An application made under this Rule will be assessed and decided in accordance with Rule 8, except the Applicable LTP Board (if any) or Applicable RTO Board will decide the application instead of the voting members of the RTO or LTP respectively.

61.2 **LAOs:** LAOs (whether they are existing Members of a Regional Centre, an Existing Association or a NAO in **Schedule 1** or **Schedule 2** or not), that wish to become members of TNZ, and the Applicable Member Organisations, shall apply to their Applicable NAO (if any), or if none, their Applicable LTP (if any), or if none, their Applicable RTO for Membership. The timing and process for doing so shall be the same as for Clubs (under Rules 61.1b and c).

62. TNZ Board Transition

The Board Members of the Previous Board, who were elected or appointed to the TNZ Board under the Previous Constitution in the positions specified in the table below, and who are in office immediately prior to the Commencement Date, will (subject to this Constitution) continue in office for the following terms, to establish a rotation of Board Members as specified under Rule 34.2:

Position on Commencement Date	Date elected or appointed	Date of expiry of Term
Appointed Board Member A	At the conclusion of 2024 AGM under the Previous Constitution.	Immediately prior to the commencement of the first Board meeting held after the 2026 AGM.
Appointed Board Member B	At the conclusion of 2024 AGM under the Previous Constitution.	Immediately prior to the commencement of the first Board meeting held after the 2027 AGM.
Elected Board Member A	June 2024 (Casual Vacancy).	Immediately prior to the commencement of the first Board meeting held after the 2027 AGM.
Elected Board Member B	2023 AGM	Immediately prior to the commencement of the first Board meeting held after the 2026 AGM.
Elected Board Member C	2023 AGM	Immediately prior to the commencement of the first Board meeting held after the 2026 AGM.
Appointed Board Member C	2022 AGM	Immediately prior to the commencement of the first Board meeting held after the 2025 AGM.
Appointed Board Member D	2022 AGM	Immediately prior to the commencement of the first Board meeting held after the 2025 AGM.
Elected Board Member D	2022 AGM	Immediately prior to the commencement of the first Board meeting held after the 2025 AGM.
Co-Opted Board Member	2023	Immediately prior to the commencement of the first Board meeting held after the 2025 AGM.

63. Transition of TNZ Membership Fee

- 63.1 The amount of the Membership Fee payable to TNZ (under Rule 25.1) for the Financial Years ending 30 June 2025 and 30 June 2026, will be the same as the Financial Year ending 30 June 2024, (approved at the 2024 AGM held under the Previous Constitution) plus the CPI Adjustment for each of those years. Thereafter, the Membership Fee will be decided annually at a General Meeting for application in the next Financial Year under Rule 25.1.

64. Application of Rules in Transition

- 64.1 Members shall not be required to comply with the Rules in this Constitution that are specified in **Schedule 3** until the date specified in that Schedule, unless a later date is prior approved by the TNZ Board.
- 64.2 The TNZ Board shall issue TNZ Regulations setting out the process and timing of the transition for Members to comply with this Constitution.

65. Transition of Regulations, Policies and Procedures

All regulations, rules, codes, standards, policies and procedures of TNZ that were in force immediately prior to the commencement of this Constitution or any Previous Constitution, will continue in force, until such time as they are revoked or amended by TNZ Board. If any of them are inconsistent with this Constitution (whether in whole or in part), this Constitution will apply, to the extent of any such inconsistency.

66. Definitions and Interpretation

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

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

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

Affiliated Organisation means a NAO or a LAO.

AGM means the Annual General Meeting of TNZ as described in Rule 46.1. For example, a reference to the “2025 AGM” means the AGM which reports on the Financial Year from 1 July 2024 to 30 June 2025.

AMTA means the Aotearoa Māori Tennis Association Incorporated, being an incorporated society (#202849) registered in New Zealand, whose objects are to foster, promote and organise the game of Tennis for Māori in Aotearoa.

AMTA Board means the board of AMTA.

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

Annual Report means the report on the activities of TNZ for the preceding Financial Year.

Anti-Doping Violation means an anti-doping violation as defined in the World Anti-Doping Code or any other rules made pursuant to the Code, including the Sports Anti-Doping Rules issued by the Sport Integrity Commission.

Applicable Club means the Club operating within the geographical area (decided by the Applicable RTO's Board) in which the individual ordinarily resides.

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

- a. for an Individual Member; it is either the Applicable Club, Applicable LTP, Applicable LAO, Applicable RTO, Applicable NAO, AMTA or TNZ;
- b. for a Club; it is the Applicable LTP or if none, the Applicable RTO;
- c. for a LTP; it is the Applicable RTO;
- d. for a LAO; it is the Applicable NAO or AMTA (as applicable), or if none, the Applicable LTP, or if none, the Applicable RTO;
- e. for a RTO and a NAO or AMTA; it is TNZ;
- f. for a TNZ Life Member/ Te Tohu Taumata; it is TNZ; and
- g. in the case of an amalgamation, it is the Member Organisation to which the proposed amalgamated entity is required to apply to become a Member. For example, if a Club and LTP wish to amalgamate, the Applicable Governing Member Organisation is the Applicable RTO. If two RTOs wish to amalgamate it is TNZ.

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

Applicable LTP Board means the board of an Applicable LTP.

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

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

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

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

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

Applicable NAO Board means the board of the Applicable NAO.

Applicable RTO means the RTO operating within the geographical area set by the TNZ Board in which any LTPs, LAOs and Clubs are located or, in the case of an Individual Member, means the RTO where the individual ordinarily resides.

Applicable RTO Board means the board of an Applicable RTO.

Appointed Board Member means an individual who is appointed to the TNZ Board in accordance with Rule 35.2 or Rule 62 unless specified otherwise.

Appointed Personnel means an individual who has been elected or appointed to a position with authority and responsibilities either at a Member Organisation or TNZ, as the context requires, and includes, Officers, other individuals holding office, members of committees, boards, administrators, and tournament officials, except that the TNZ Chief Executive, employees of TNZ and the Members of the TNZ BAP (under Rule 37.3), and the equivalent positions at any Member Organisation, are not Appointed Personnel.

ATP means the ATP Tour Inc, a corporation registered in USA, which organises an international circuit of men's professional Tennis tournaments.

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

Board Chair / President means the individual described in Rule 33.

Board Members means the Elected Board Members, Appointed Board Members and any co-opted Board Member (appointed under Rule 31.2 or Rule 62) of the TNZ Board, unless stated otherwise.

CAS means the Court of Arbitration for Sport, an independent body, with its seat in Lausanne, Switzerland, which resolves disputes arising in the context of sport by arbitration in accordance with the Code of Sports-Related Arbitration.

Casual Vacancy means a vacancy which arises:

- a. due to the office holder resigning prior to the expiry of their term of office;
- b. due to the death of the office holder;
- c. where the office holder has been removed from office in accordance with this Constitution;
- d. where the office holder is no longer eligible to remain in office as specified in this Constitution;
- e. where there are insufficient applications for the available positions of Elected Board Members and the position is not filled following an election; or
- f. for Board Members only, due to the Board Member being absent from more than three (3) consecutive meetings without having their absence approved by the Board Chair/President, or without reasonable excuse.

Category of Membership means any one of the categories of Membership specified in Rule 5.

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

Club means an entity which is a Member of the Applicable Member Organisations as described in Rule 8.

Commencement Date means the date this Constitution came into force, being 1 January 2025 or the date of registration of this Constitution by the Registrar of Incorporated Societies, whichever is the latter.

Constitution means this constitution, unless stated otherwise.

Contact Details means a physical or electronic address and a telephone number.

Contact Person means an individual(s) holding the position of contact person(s) for TNZ under the Act being the individual(s) the Registrar can contact when needed.

CPI Adjustment means the percentage increase in the consumers price index for the year ending 30 June as issued by Statistics New Zealand.

Day means any day of the week (including a Saturday, Sunday, and a public holiday).

Delegate means an individual who represents a Voting Member as described in Rule 45.11.

Deputy Chair means the individual appointed by the TNZ Board as the deputy to the Board Chair/President under Rule 33.

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

Elected Board Member means a Board Member elected to the TNZ Board in accordance with Rule 35.1 or Rule 62.

Electronic Voting means a method of voting at General Meetings (where an individual entitled to vote is present using technology under Rule 45.3a(ii) or Rule 45.3(iii) or for Resolutions Outside of Meetings. An Electronic Vote means a vote made by email or an online or electronic process, in the manner, prescribed by the TNZ Board, and received by the Scrutineers by email, online or electronically at the specified address.

Eligible means an individual is eligible to apply to become, and to remain as, an Individual Member under Rule 13.2 and **Eligibility** has the same meaning.

Eligible to be a Board Member has the meaning given to it in Rule 32.

Existing National Affiliates means the organisations listed in Schedule 2.

Existing Associations means the tennis associations listed in Schedule 1.

Financial Year has the meaning given to it in Rule 50.

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

General Meeting means an AGM or SGM of TNZ.

Hearing Body has the meaning given to it in Rule 58.6d.

Honorary Vice-President means the individual described in Rule 41.

HPSNZ means High Performance Sport New Zealand Limited, (#3482081) a company which is a wholly owned subsidiary of Sport NZ, responsible for high performance sport in New Zealand.

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

Individual Member means an individual who is a Member of TNZ under Rule 13 whether that Membership is one-off, casual, regular, seasonal, annual or any other capacity, unless specified otherwise in this Constitution.

Integrity Code means an integrity code issued by the Sport Integrity Commission under section 19 of the Integrity Sport and Recreation Act 2023.

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

Interested has the meaning given to it in the Act and as extended by Rule 39.

IOC means the International Olympic Committee.

IPC means the International Paralympic Committee.

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

ITF Rules means the constitution of the ITF (comprising the Memorandum, Articles of Association and Byelaws), together with all rules, regulations, and policies of the ITF, unless stated otherwise.

ITIA means ITIA Limited, trading as the International Tennis Integrity Agency, which is a not-for-profit organisation registered in London. It is independent of the ITF and responsible for promoting, encouraging, and safeguarding the integrity of professional Tennis worldwide.

LAO means a **Local Affiliated Organisation** which is a Member of TNZ as described in Rule 9.3.

LTP means a **Local Tennis Partner** which is a Member of TNZ as described in Rule 7.

Major Transaction has the same meaning as this term is given in sections 129(2) to (3) of the Companies Act 1993, where the reference to a company means TNZ.

Majority means a majority (50% +1) of the votes properly cast by those entitled to be, and who are, present (in accordance with this Constitution) and entitled to vote.

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

Member means a Member of TNZ as defined Rule 5 or a Member of a Member Organisation or the Applicable Member Organisations, as the context requires.

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

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

Member Management System means an online or electronic system into which Membership and personal information is collected by TNZ or a Member Organisation (in accordance with this Constitution) and processed for holding and accessing such information on and from the National Database.

Member Organisation means a Club, LTP, LAO, RTO, NAO or AMTA, which is a Member of TNZ or an Applicable Member Organisation, as the context requires.

Members' Representative means the individual appointed to represent the Members on the TNZ BAP under Rule 37.3b and Rule 37.4.

Misconduct includes, but is not limited to, conduct by an individual who:

- a. uses any profane, indecent or improper language at any event, function or activity of TNZ, or of any Member Organisation, or whilst on the property of TNZ or any Member Organisation;
- b. engages in offensive or insulting behaviour towards TNZ or any Member Organisation, or any individual acting for or on behalf of TNZ or any other Member at any time or place;

- c. has breached any rule or provision of:
 - i. this Constitution, or the constitution of any Member Organisation;
 - ii. any TNZ Regulation or any regulation, by-law or other rule (however described) of any Member Organisation;
 - iii. any policies or procedures of TNZ, or of a Member Organisation;
 - iv. any reasonable directions of TNZ or a Member Organisation (or individual authorised on its behalf); or
 - v. any decision of a General Meeting, the TNZ Board, a Hearing Body, or any decision of any equivalent bodies of any Member Organisation;
- d. has acted in a manner which brought, or could bring, TNZ, or any Member Organisation, into disrepute;
- e. has acted in a manner unbecoming of a Member, or which is prejudicial to the Purposes of TNZ and/or the purposes of a Member Organisation; or
- f. has damaged the right or interests of TNZ or a Member or the rights of interests of Members generally.

NAO means a **National Affiliated Organisation** which is a Member of TNZ as described in Rule 9.1.

National Database means the online database management system-established by TNZ which holds Membership and personal information about Members of, and other individuals involved or connected with, TNZ and its Member Organisations including Officers and Appointed Personnel.

Nationally Approved Programmes mean Tennis or Tennis related activities, programmes, services, or other Tennis related events developed by TNZ.

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

NZOC means the New Zealand Olympic Committee Incorporated, being an incorporated society (#216351) registered in New Zealand, which is the National Olympic Committee in New Zealand as recognised by the IOC.

Officer means an individual defined as an officer under the Act and includes TNZ Officers (in Rule 29) and officers of Member Organisations under the Act, as the context requires.

OTF means the Oceania Tennis Federation, an incorporated society (#2560420) having its registered office in New Zealand, which is the regional association of the ITF for the Oceania region. It is responsible for fostering the growth and development of Tennis in Oceania.

PNZ means Paralympics New Zealand Incorporated, being an incorporated society (number 220302) registered in New Zealand, which is the National Paralympic Committee Member of the IPC.

Previous TNZ Board means any previous TNZ Board of TNZ (or its predecessor).

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

Purposes means the purposes of TNZ as specified in Rule 2.

Regional Centres means the organisations that were Regional Centres and Members of TNZ under the Previous Constitution.

Regional Collective Area has the meaning described in Rule 23.1.

RTO means a **Regional Tennis Organisation** which is a Member of TNZ as described in Rule 6.

Register of Members has the meaning given to it in Rule 26.

Registrar means the Registrar of Incorporated Societies appointed in accordance with the Act.

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

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

Related Organisation means any of the ITF (including its members), ITIA, OTF, ATP, WTA, IOC, IPC, WADA, Sport NZ, HPSNZ, NZOC, PNZ or any other organisation associated with Tennis (in whole or in part) or which is an important stakeholder of TNZ.

Resolution Outside of a Meeting means a decision of the Voting Members made in the manner described in Rule 47 and **Resolutions Outside of Meetings** has the same meaning.

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

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

Schedule means a schedule attached to this Constitution.

Scrutineers means the individuals described in Rule 46.9.

Services and Programmes means Tennis or Tennis related activities, programmes, services, tournaments, competitions and other Tennis related events and may include Nationally Approved Services and Programmes, unless specified otherwise.

SGM means a Special General Meeting of TNZ as described in Rule 45.2.

Special Majority means a motion or resolution passed by two-thirds (2/3rd) (rounded up to the nearest whole number) of the votes properly cast by those entitled to be and who are present (as specified in this Constitution) and entitled to vote (under this Constitution) at a General Meeting, or at a TNZ Board meeting, (as applicable).

Sport Integrity Commission means the Commission established under the Integrity Sport and Recreation Act 2023 (and includes its predecessor Drug Free Sport New Zealand).

Sports Tribunal means the Sports Tribunal of New Zealand established by Sport NZ and continued under the Sports Anti-Doping Act 2006.

Sport NZ means Sport and Recreation New Zealand, the Crown agency established under the Sport and Recreation New Zealand Act 2002 which is responsible for developing and implementing national policies and strategies for sport and recreation in New Zealand including funding of sport and recreation.

Suitable Nominee has the meaning given to it in Rule 35.1c and Rule 37.2d.

Tennis means the racket sport played either individually against a single opponent (singles) or between two (2) teams of two (2) players each (doubles) on a court, as defined in the rules of Tennis. It may also include any complementary formats of tennis such as pickle ball, paddle ball, beach tennis, e-sports as decided by the TNZ Board.

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

TNZ Board and **Board** means the TNZ Board as described in Rule 31 and for the period specified in Rule 62, the TNZ Board in transition, unless specified otherwise.

TNZ BAP means the TNZ Board Appointments Panel described in Rule 37.

TNZ Brand means the names "Tennis New Zealand", "TNZ", "Tennis New Zealand" and "Te Tēnehi O Aotearoa" and any logos and trademarks associated with those names (whether registered or unregistered), any designs and brands using or associated with those names, any domain names using or associated with those names (and all rights and property associated with such domain names (including but not limited to any related urls), any social media accounts and all other Intellectual Property related to those names.

TNZ Chief Executive means the Chief Executive Officer of TNZ appointed by the TNZ Board in accordance with Rule 42.

TNZ Life Member/ Te Tohu Taumata has the meaning given to it in Rule 14.

TNZ Membership Fee means the fee payable to TNZ by a Member in Rule 25.1.

TNZ Officers means:

- a. the TNZ Board Members (including the TNZ Board Chair/President);
- b. the TNZ Chief Executive; and
- c. any other individual occupying a position in TNZ that allows the individual to exercise significant influence over the management or administration of TNZ.

TNZ Regulations means any regulations, standards, or codes which apply to Members generally or to a Category of Membership as decided by the TNZ Board in accordance with Rule 55.

TNZ Website means www.tennis.kiwi or any other website of TNZ, as decided by the TNZ Board from time to time.

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

Voting Delegate has the meaning given to it in Rule 45.11a.

Voting Members means the Members stated in Rule 5.1 who are entitled to vote at General Meetings of TNZ and in Resolutions Outside of Meetings.

World Anti-Doping Agency means the foundation constituted under the Swiss Civil Code in Lausanne on 10 November 1999.

World Anti-Doping Code means the World Anti-Doping Code issued by the World Anti-Doping Agency, as amended from time to time.

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

WTA means the WTA Tour Inc, a corporation registered in USA. which organises an international circuit of women's professional Tennis tournaments.

66.2 Interpretation: In this Constitution:

- a. words using the singular includes the plural and vice-versa;
- b. any reference to legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of that legislation;
- c. any agreement includes that agreement as modified, supplemented, novated or substituted from time to time;
- d. any obligation not to do something includes an obligation not to suffer, permit, or cause that thing to be done;
- e. a reference to an individual means a natural person;
- f. a reference to a person includes bodies corporate, unless stated otherwise;

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

66.3 Notices:

- a. Subject to any other notice provision in this Constitution, any notice or other communication required to be given under this Constitution shall be in writing and will be given as follows:
 - i. if to a Member; to the address specified in their Contact Details;
 - ii. if to TNZ; to info@tennis.kiwi or by post to TNZ’s registered office specified in the Register.
- b. A notice is deemed to have been received:
 - i. if given by post; when left at the address of an individual or five (5) Working Days after being put in the post;
 - ii. if given by email; upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt); or
 - iii. if posted on the TNZ Website; at the date and time it is posted;

provided that any notice or communication received, deemed received or posted after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

SCHEDULE 1 – EXISTING TNZ MEMBERS - REGIONAL CENTRES AND ASSOCIATIONS

Full Legal Name (Society registration number)	Status under Previous Constitution	Known As
Tennis Northland Incorporated (#223980)	Association	Tennis Northland
Tennis Northern Region Incorporated (#223159)	Regional Centre	Tennis Northern
Tennis Auckland Region Incorporated (#221380)	Regional Centre	Tennis Auckland
Counties Tennis Association Incorporated (#221405)	Association	Counties Tennis
Tennis Waikato-Bays Region Incorporated (#2149838)	Regional Centre	
Waikato Tennis Trust Incorporated (#214188)	Association	Waikato Tennis
Tennis Western BOP Incorporated (#2640713)	Association	Tennis Western BOP
Tennis Bay of Plenty Association Incorporated (#2647091)	Association	Tennis Bay of Plenty
Tennis Eastern Incorporated (#2636333)	Association	Tennis Eastern
Tennis Central Region Incorporated (#2055106)	Regional Centre	Tennis Central Region
Hutt Valley Tennis Incorporated (#215641)	Association	Hutt Valley Tennis
Tennis Manawatu Incorporated (#215570)	Association	Tennis Manawatu
Tennis Taranaki Association Incorporated (#214765)	Association	Taranaki Tennis
Wairarapa Tennis Association Incorporated (#216236)	Association	Wairarapa Tennis
Tennis Wanganui Incorporated (#1337602)	Association	
Nelson Bays Tennis Association (Incorporated) (#225112)	Association	Nelson Bays Tennis Association
Marlborough Tennis Association Incorporated (#221048)	Association	Marlborough Tennis Association

Full Legal Name (Society registration number)	Status under Previous Constitution	Known As
Tennis Canterbury Region Incorporated (#293030)	Regional Centre	Tennis Canterbury
North Canterbury Tennis Incorporated (#219435)	Association	North Canterbury Tennis
Ellesmere Tennis Sub-Association Incorporated (#980605)	Sub-Association of Tennis Canterbury	Ellesmere Tennis
Malvern Tennis Sub-Association (unincorporated)	Sub-Association of Tennis Canterbury	Malvern Tennis Sub Association
Tennis Mid Canterbury Sub Association Incorporated (#219777)	Sub-Association of Tennis Canterbury	Mid Canterbury Tennis
Tennis South Canterbury Incorporated (#219337)	Association	Tennis South Canterbury
West Coast Tennis Association Incorporated (#2200898)	Association	West Coast Tennis
The North Otago Lawn Tennis Association Incorporated (#226904)	Association	North Otago Tennis
Tennis Otago Incorporated (#359214)	Regional Centre	Tennis Otago
Tennis Southern Region Incorporated (#2131375)	Regional Centre	
Southern Lakes Tennis Association Incorporated (#2721452)	Association	Southern Lakes Tennis
Southland Tennis Association Incorporated (#225314)	Association	Tennis Southland
Central Southland Tennis Sub Association (dissolved)	Sub-Association of Tennis Southland	Central Southland Tennis
Western Southland Tennis Association (unincorporated)	Sub-Association of Tennis Southland	

SCHEDULE 2 – EXISTING TNZ MEMBERS – NATIONAL AFFILIATES

Full Legal Name (Society registration number)	Known As
The International Lawn Tennis Club of New Zealand (unincorporated)	The IC of New Zealand
Tennis New Zealand Masters Incorporated (#218017)	Tennis NZ Masters
Aotearoa Māori Tennis Association Incorporated (#202849)	Aotearoa Māori Tennis

SCHEDULE 3 – TRANSITION RULES

Rule	Date
Individual Members	
Rule 13 - Individual Members	Date specified by the Member's Applicable Governing Member Organisation and before 5 April 2026
Rule 21.2c – renew Membership using Member Management System	Date specified by the Applicable Governing Member Organisation and before 5 April 2026
RTOs	
Rule 15.2a - use efforts to require individuals to become Members	30 June 2025
Rule 15.2b - require others to become Members	30 June 2025
Rule 15.2c - have a Member Management System	30 June 2025
Rule 15.2f - be a Member of TNZ	30 June 2025
Rule 15.2h - have a compliant constitution	30 March 2025
Rule 16.2b – have written agreement with any Applicable LTPs	30 September 2025
Rule 23.3 - Regional Collective agreement	30 March 2025
LTPs	
Rule 15.2a - use efforts to require individuals to become Members	30 June 2025
Rule 15.2b - require others to become Members	30 June 2025
Rule 15.2c - have a Member Management System	30 June 2025
Rule 15.2f - be a Member of TNZ and RTO	30 June 2025
Rule 15.2h - have a compliant constitution	30 June 2025
Rule 17.2b – have written agreement with Applicable RTO	30 March 2025
Clubs / LAOs	
Rule 15.2a - use efforts to require individuals to become Members	5 April 2026
Rule 15.2b - require others to become Members	5 April 2026
Rule 15.2c – have a Member Management System	5 April 2026
Rule 15.2f - be a Member of TNZ and Applicable Member Organisations	5 April 2026
Rule 15.2h – have a compliant constitution	5 April 2026
Rule 18.2b – as much as reasonably practicable only Members have access	5 April 2026
NAOs	
Rule 15.2a - use efforts to require individuals to become Members	30 June 2025
Rules 15.2b & 19.2c - require others to become Members	30 June 2025
Rule 15.2c - have a Member Management System	30 June 2025
Rule 15.2f - be a Member of TNZ	30 June 2025
Rule 15.2h - have a compliant Constitution	30 June 2025
Rule 19.2b - enter into written agreement with TNZ	30 June 2025