



CONSTITUTION OF
SQUASH BAY OF PLENTY INCORPORATED

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CONSTITUTION

SQUASH BAY OF PLENTY INCORPORATED

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Constitution, unless the context requires otherwise, the following words and phrases have the following meanings:

- (a) **Act** means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.
- (b) **Affiliation Fees** means fees charged by Squash Bay of Plenty to Bay of Plenty affiliated Squash clubs that are charged by Squash NZ and collected on behalf of.
- (c) **AGM** or **Annual General Meeting** means a meeting of the Members held once a year convened under this Constitution.
- (d) **Board** means the governing body of Squash Bay of Plenty, consisting of its Board Members from time to time.
- (e) **Board Member** means a member of the Board, including the Chairperson.
- (f) **Bylaws** means any bylaws, policies, regulations and codes of Squash Bay of Plenty made under clause 15, which may include bylaws, policies, regulations and codes of Squash New Zealand Poipātū Aotearoa which Squash Bay of Plenty has adopted.
- (g) **Casual Vacancy** means a vacancy which arises when a Board Member does not serve their full term of office.
- (h) **Chairperson** means the Board Member appointed as chair of Squash Bay of Plenty, and any replacement chair appointed to that role, in each case in accordance with the terms of this Constitution.
- (i) **Chief Executive** has the meaning given to that term in clause 11.1.
- (j) **Constitution** means this Constitution, including any amendments and schedules.
- (k) **Contact Details** means a physical or an electronic address and a telephone number.
- (l) **Delegate** means an individual who has been nominated by a Member Club to represent such Member at Squash Bay of Plenty meetings.
- (m) **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.
- (n) **General Manager** has the meaning given to that term in clause 11.1.
- (o) **General Meeting** means an AGM or SGM or any other meetings called by Squash Bay of Plenty.
- (p) **Individual Member** has the meaning given to that term in clause 4.1(c).
- (q) **Integrity Code** means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.

- (r) **Interested** has the meaning given in section 62 of the Act.
- (s) **Life Member** has the meaning given to that term in clause 4.1(d).
- (t) **Matter** has the meaning given in section 62(4) of the Act.
- (u) **Member** means each person who for the time being is a member of Squash Bay of Plenty and includes all categories of member described in clause 4.1.
- (v) **Member Club** has the meaning given to that term in clause 4.1(a).
- (w) **Member Facility** has the meaning given to that term in clause 4.1(b)
- (x) **Officer** means a Board Member and any natural person occupying a position in Squash Bay of Plenty that allows that person to exercise significant influence over the management or administration of Squash Bay of Plenty.
- (y) **Ordinary Resolution** means a resolution passed by a majority of votes cast.
- (z) **Purposes** means the purposes of Squash Bay of Plenty described in clause 3.1.
- (aa) **Region** means the geographical area as determined by Squash New Zealand Poipātū Aotearoa to be the region represented by Squash Bay of Plenty and within which the primary base of activities of Squash Bay of Plenty is located and is at the date of adoption of this Constitution.
- (bb) **SGM** or **Special General Meeting** means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.
- (cc) **Special Resolution** means a resolution passed by a 75% majority of votes cast.
- (dd) **Squash** means the sport of squash, and includes racketball (promoted by the World Squash Federation as “Squash 57”).
- (ee) **Squash Bay of Plenty** has the meaning given to that term in clause 2.1.
- (ff) **Squash New Zealand Poipātū Aotearoa** means Squash New Zealand Poipātū Aotearoa Incorporated (Incorporation Number 219443).
- (gg) **Working Day** means any day other than a Saturday, Sunday or public holiday in Bay of Plenty, New Zealand.

1.2 **Interpretation:** Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes an individual, company, association, corporation, body corporate and any other entity or association (whether or not having a separate legal personality).
- (e) Any reference to a particular person includes a reference to that person’s successors.
- (f) A reference to any 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.

(g) All periods of time or notice exclude the days on which they are given.

1.3 **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member, if sent to the address set out in their Contact Details;
- (b) Squash Bay of Plenty, if sent to ***admin@squashbop.co.nz*** or by post to Squash Bay of Plenty's registered office set out on the Register of Incorporated Societies.

1.4 **Receipt of notices:** A notice is deemed to have been received:

- (a) if given by post, when left at the address of that party or five Working Days after being put in the post; or
- (b) 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),

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

2. **NAME AND STATUS**

2.1 **Name:** The name of the society is Squash Bay of Plenty Incorporated (**Squash Bay of Plenty**).

2.2 **Charitable status:** Squash Bay of Plenty is not registered as a charitable entity under the Charities Act 2005 as at the date of adoption of this Constitution.

2.3 **Status:** Squash Bay of Plenty is the regional association for Squash New Zealand Poipātū Aotearoa and related activities in the Region and is bound by and must observe the rules of Squash New Zealand Poipātū Aotearoa.

2.4 **Contact person:** At its first meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

3. **PURPOSE AND POWERS**

3.1 **Purpose:** The purposes of Squash Bay of Plenty are to:

- (a) be a member of Squash New Zealand Poipātū Aotearoa for the Region;
- (b) lead the promotion, development and administration of Squash within the Region and to do so in a manner that is consistent with the requirements of Squash New Zealand Poipātū Aotearoa, mainly as an amateur sport for the well-being, benefit and recreation of the general public;
- (c) support and assist its Members to deliver Squash in the Region;
- (d) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance in Squash in the Region;

- (e) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including governance of Squash Bay of Plenty and participation in Squash;
- (f) promote, develop and co-ordinate Squash competitions in the Region;
- (g) publish and enforce the rules of Squash in the Region in a manner consistent with the requirements of Squash New Zealand Poipātū Aotearoa;
- (h) protect the integrity of Squash and Squash Bay of Plenty by developing and enforcing standards of conduct, ethical behaviour and implementing good governance in the Region;
- (i) to do all such lawful things as may be incidental to the above purposes or any of them individually;
- (j) to consider and where possible, resolve disputes and differences between members of Squash Bay of Plenty.

3.2 **Capacity and powers:** Squash Bay of Plenty has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the constitution of Squash New Zealand Poipātū Aotearoa, the Act, any other legislation, and the general law which are not expressly reserved from the Board under 3.2(a).

- (a) the Board shall not make any decisions in respect of the following matters without the prior approval of Members at a AGM:
 - (1) Borrowing money in excess of \$50,000.00 in aggregate across all sources;
 - (2) Allocation of voting rights or other privileges to Members other than Member Clubs;
 - (3) Alterations to the Constitution of Squash Bay of Plenty.

4. MEMBERS

4.1 **Membership:** The following classes of persons are eligible to be Members of Squash Bay of Plenty:

- (a) an incorporated Squash club, or multisport club which includes Squash, located within the Region (**Member Club**);
- (b) an organisation involved with operating Squash facilities, and not otherwise able to be admitted to membership of Squash Bay of Plenty as a Member Club, and which may be a school, recreation centre, business owning or leasing squash courts or other organisation as determined by the Board (**Member Facility**);
- (c) an individual person who wishes to become an individual member of Squash Bay of Plenty (**Individual Member**);
- (d) a person elected for life at a General Meeting on the recommendation of the Board in recognition of services rendered to Squash Bay of Plenty (**Life Member**);
- (e) an individual person who is granted membership for a stated or non-stated term on the recommendation of the Board in recognition of services rendered to Squash Bay of Plenty (**Honorary Member**);

- (f) a commercial or other squash facility that is not a Member Club, or any person, firm or body interested in the promotion of Squash, subject to such privileges as the Board may decide **(Associate Members)**; and
 - (g) any other person or entity that satisfies certain membership criteria as determined by the Board from time to time.
- 4.2 **Application for Membership:** A person wishing to become any class of Member must submit an application in the form required by both of Squash Bay of Plenty and Squash New Zealand Poipātū Aotearoa (**Application**). Each Application will be considered by the boards of both Squash Bay of Plenty and Squash New Zealand Poipātū Aotearoa who together may either accept or refuse any Application, with the Board’s decision being final if agreement cannot be reached between Squash Bay of Plenty and Squash New Zealand Poipātū Aotearoa as to whether an Application is accepted or refused.
- 4.3 **Member consent:** A person consents to become a Member by submitting an Application in accordance with clause 4.2.
- 4.4 **Becoming a Member:** A person becomes a Member when:
- (a) that person’s Application has been accepted by Squash Bay of Plenty and Squash New Zealand Poipātū Aotearoa; and
 - (b) that person has satisfied any other preconditions to becoming a Member (as determined by Squash Bay of Plenty and Squash New Zealand Poipātū Aotearoa from time to time, and which may include payment of membership fees).
- 4.5 **Member rights:** Each Member:
- (a) is entitled to the rights and privileges that are determined by the Board to apply to that class of Member (as varied from time to time); and
 - (b) is entitled to all other rights and entitlements granted by this Constitution or determined by the Board.
- 4.6 **Member obligations:** Each Member acknowledges and agrees that the Member:
- (a) is bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of Squash New Zealand Poipātū Aotearoa;
 - (b) is subject to the jurisdiction of Squash Bay of Plenty;
 - (c) in order to receive, or continue to receive or exercise that Member’s rights, the Member must meet all its requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any membership or other fees within the required time period;
 - (d) may have that Member’s membership terminated if the Member fails to comply with the requirements set out in subclause (c);
 - (e) does not have any rights of ownership of, or the automatic right to use, Squash Bay of Plenty’s property; and
 - (f) will promote the interests and Purposes of Squash Bay of Plenty; and
 - (g) must not do anything to bring Squash Bay of Plenty into disrepute.
- 4.7 **Member Club obligations:** In addition to its obligations as a Member under clause 4.5, each Member Club will:

- (a) administer, promote, and develop Squash in the Member Club in a manner that is consistent with the Purposes, this Constitution and any Bylaws, and to the extent they apply, the rules, procedures or policies of Squash Bay of Plenty;
- (b) maintain registration as an incorporated society under the Incorporated Societies Act 1908 or the Act;
- (c) ensure its constitution is not inconsistent with this Constitution, and provide Squash Bay of Plenty with a copy of its constitution and all proposed amendments to it;
- (d) if required by the Board, amend its constitution so that its provisions are not inconsistent with, or in conflict with, this Constitution or any Bylaws or the constitution of Squash New Zealand Poipātū Aotearoa;
- (e) maintain an updated register of members and, on request, provide Squash Bay of Plenty with full access to that register, in compliance with applicable privacy laws;
- (f) lead, promote and enable Diversity, Equity and Inclusion across the whole Member Club including governance of the Member Club and participation in Squash; and
- (g) act in good faith with loyalty to Squash Bay of Plenty to ensure the maintenance and enhancement of Squash Bay of Plenty and Squash, and its reputation.
- (h) provide information requested by Squash Bay of Plenty from time-to-time as required, including:
 - (i) a full list of members of the Member Club;
 - (ii) the most recent Financial Statements of the Member Club;
 - (iii) a description of the facilities, membership classes and services offered by the Member Club;
 - (iv) the name of the Delegate or Delegates for the purposes of representation and voting rights at General Meetings; and
 - (v) such other information as may be requested by the Board and relevant to the purposes of Squash Bay of Plenty.

4.8 **Life Members and Honorary Members:**

Life Membership and Honorary Memberships may be granted in recognition and appreciation of outstanding service by an individual person to Squash Bay of Plenty.

For Life Membership:

- (a) any Member may nominate an individual person for consideration of being bestowed with the status of life membership;
- (b) if a nomination for life membership is received, the Board must determine, in the Board's sole discretion, having regard to the individual person's service and contribution to Squash Bay of Plenty, whether to forward such nomination for determination by the Members at a General Meeting.
- (c) an individual person may only be granted Life Membership by an Ordinary Resolution of Member Clubs at a General Meeting.
- (d) an individual person consents to becoming a Life Member on acceptance of their life membership.

(e) Life Members have such rights and benefits as determined by the Board from time to time.

For Honorary Membership:

- (f) any Member may nominate an individual person for consideration of being bestowed with the status of honorary membership;
- (g) if a nomination for honorary membership is received, the Board must determine, in the Board's sole discretion, having regard to the individual person's service and contribution to Squash Bay of Plenty, whether to forward such nomination for determination by the Members at a General Meeting.
- (h) an individual person may only be granted Honorary Membership by an Ordinary Resolution of Member Clubs at a General Meeting.
- (i) an individual person consents to becoming a Honorary Member on acceptance of their honorary membership.
- (j) Honorary Members have such rights and benefits as determined by the Board from time to time.

Approval of Life members and Honorary Members shall require (3 quarters)/75% majority of the Delegates present at the General Meeting at which such nomination is considered.

4.9 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.55, and the Board believes it is in the best interests of Squash Bay of Plenty to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any such suspension, the Member must be given notice of the suspension.

4.10 **Suspension of Member rights:**

Unless otherwise determined by the Board, while a member is suspended, the Member is not entitled to:

- (a) attend, speak or vote at a General Meeting;
- (b) to exercise any other rights or entitlements as a Member;
- (c) is not entitled to continue to hold office in any position within Squash Bay of Plenty until such time as the alleged breach is resolved or determined.

4.11 **Ceasing to be Member:** A person ceases to be a Member:

- (a) if that person is an individual, on death;
- (b) if that person is a body corporate, on liquidation;
- (c) by giving 40 working days notice to the Board of that person's resignation as a Member;
- (d) if that person's membership is terminated under clause 4.6(d), or following a dispute resolution process under this Constitution, or otherwise in accordance with such other processes set out or referred to in this Constitution.

4.12 **Consequences of ceasing to be a Member:** A person who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees owing to Squash Bay of Plenty and to Squash New Zealand Poipātū Aotearoa;

- (i) If notice of cessation is given less than 40 working days prior to the end of the then-current Squash Bay of Plenty financial year, then the Member shall be liable for the subscription for the subsequent financial year, to Squash Bay of Plenty and to Squash New Zealand Poipātū Aotearoa if applicable;
 - (b) must return all of the Squash Bay of Plenty’s property if required; and
 - (c) ceases to be entitled to any rights of a Member.
- 4.13 **Membership fees:** The Board has the power to fix the subscriptions, fees and/or levies to be paid by various classes of Member to Squash Bay of Plenty and Squash New Zealand Poipātū Aotearoa (**Squash Bay of Plenty Membership Fees**), and their terms of payment, provided that before the Board exercises this power it must first use reasonable endeavours to arrange and attend a meeting between a representative of the Board and a representative of Squash New Zealand Poipātū Aotearoa to discuss and consult in good faith regarding any proposed changes to those Squash Bay of Plenty Membership Fees.
- 4.14 **Member register:** The Board will keep an up-to-date register of all Members, which includes each Member’s name, Contact Details and the date that person became a Member (**Member Information**). A Member must provide notice to the Club of any change to their Member Information. The register of Members will be updated as soon as practicable after the Board becomes aware of changes to Member Information. The Board will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

5. GENERAL MEETINGS

- 5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Board decides, but not more than 6 months after the balance date of Squash Bay of Plenty and not more than 15 months after the previous AGM.
- 5.2 **Notice of AGM:** The Members must be given at least 40 Working Days’ notice of every AGM. Notice to Members of an AGM may be given by posting on Squash Bay of Plenty’s website or such other method as the Board determines.
- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
 - (a) roll call and confirmation of Member Club and Delegates represented;
 - (b) confirmation of the minutes of the previous AGM;
 - (c) the Board’s presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements (including where applicable any auditor’s report);
 - (d) the election or appointment of any Board Members;
 - (e) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (f) consideration of recommendation for Life and Honorary Membership; and

- (g) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to Squash Bay of Plenty at least 30 Working Day's before the date of the AGM.
- 5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 10 Working Days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree unanimously to discuss any other items not included in the agenda.
- 5.6 **Calling of SGM by Board:** The Board may call a SGM at any time by giving notice to the Members stating the purpose of the SGM.
- 5.7 **Calling of SGM by Members:** If the Board receives a notice from at least 20% of the total number of Members that those Members require the Board to call a SGM (**SGM Member Notice**), the Board must do so by providing a notice of SGM to all Members within 10 Working Days of receiving the SGM Member Notice.
- 5.8 **Notice of SGM:** Members must be given at least 10 Working Days notice of a SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members provided that at least 75% of all Member Clubs agree to such shorter notice period. A SGM may only consider and deal with the business specified in the request for the SGM.
- 5.9 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 5.10 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 3/5ths of Member Clubs who are entitled to vote, including Member Clubs present by casting votes by electronic means. The quorum must always be present during the General Meeting.
- 5.11 **No quorum at AGM:** If a quorum is not met within 45 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM 20 Working Days after the original General Meeting date. If no quorum is met at the further AGM, the Member Clubs present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.12 **No quorum at SGM:** If a quorum is not met within 45 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.13 **Control of General Meetings:** The Chairperson chairs General Meetings. If the Chairperson is unavailable for a General Meeting, a Board Member (appointed by the Board) will preside over that General Meeting. In the absence of both of those persons, the Member Clubs present will elect a person to chair the General Meeting.
- 5.14 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas or papers of the meeting, the giving of notice within the required time frame, the requirement to give notice to all Members, or any other error in the organisation of the meeting provided that:

- (a) the Chairperson of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
 - (b) a motion to proceed is put to the General Meeting and that motion is approved by a Special Resolution of Member Clubs.
- 5.15 **Attendance:** Members and any other persons invited by the Board are eligible to attend and speak at General Meetings.
- 5.16 **Voting:** The voting entitlement for each Member Club is:
- (a) one vote for each Member Club; and
 - (i) SBOP - A Member Club having more than 100 senior full financial members shall be entitled to nominate an extra Delegate for each complete 100 financial members in excess of 100, provided that no member Club shall have more than 3 Delegates in total. The number of financial members of a Member Club shall be calculated as at a date set by the Board from time to time and notified to the member Clubs on not less than 20 Working Days notice; and
 - (b) no votes for any Member that is not a Member Club.
- 5.17 **Voting by electronic means:** Voting by electronic means is permitted.
- 5.18 **Voting by proxy:** Proxy voting is not permitted.
- 5.19 **Conduct of voting:** Voting is conducted verbally or by a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or *3/5ths* of Members or as otherwise required under this Constitution.
- 5.20 **Minutes:** Minutes must be kept of all General Meetings and be available for review by Members on request.
- 5.21 **Resolution:** An Ordinary Resolution of Member Clubs at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.22 **Resolution passed in lieu of meeting:** A Special Resolution of Member Clubs in writing signed or consented to by email or other electronic means by a 75% majority of Member Clubs is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with, and may consist of several documents in the same form each signed by one or more Member Clubs.

6. BOARD

- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board must manage, direct or supervise the operation and affairs of Squash Bay of Plenty and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of Squash Bay of Plenty.
- 6.2 **Composition:** The Board consists of a minimum of 5 and a maximum of 8 members, comprising:
- (a) up to 3 persons elected at the AGM under clause 6.3 (**Elected Board Members**);
 - (b) up to 5 persons appointed under clause 6.3 (**Appointed Board Members**);

- (c) a majority of persons that are either Members or representatives of bodies corporate that are Members; and
- (d) a minimum of 30% self-identified women.

6.3 **Appointment of Board Members:** Appointed Board Members are appointed as follows:

- (a) the Appointment Panel must call for applications for any Appointed Board Member positions that are to be vacated at the conclusion of an AGM, by a date set by the Board or, if no date is set, at least 10 Working Days before the AGM;
- (b) applications are to be made in the form decided by the Appointment Panel and must be received by the Appointment Panel by a date set by the Board or, if no date is set, at least 20 Working Days before the AGM;
- (c) an applicant for an Appointed Board Member position may also be a nominee for an Elected Board Member position, provided that if such nominee is elected as an Elected Board Member at the Annual General Meeting, their application for an Appointed Board Member shall automatically be withdrawn;
- (d) the Appointment Panel must undertake its responsibilities as set out in clause 6.5;
- (e) where there is insufficient applications received ahead of the AGM to fill vacancies on the Board, the Chair may request and accept nominations from the floor for officers in order to meet the minimum numbers and composition detailed in clause 6.2;
- (f) within 10 Working Days after the AGM, the Appointment Panel must notify the Board of the Appointed Board Member(s) who are to assume office; and
- (g) in turn, the Board must, within 15 Working Days after the AGM, notify Members of the Appointment Panel's decision regarding any Appointed Board Member(s) it has appointed (for which purpose it will be sufficient that notice to all Members is posted on Squash Bay of Plenty's website and notice to all Member Clubs is emailed to the Member Clubs).

6.4 **Election of Board Members:** Elected Board Members are elected as follows:

- (a) the Board must call for nominations for any Elected Board Member positions that are to be vacated at an AGM, by a date set by the Board or, if no date is set, at least 40 Working Days before the AGM;
- (b) nominations are made in the form decided by the Board and must be received by the date set by the Board, or if no date is set, at least 15 Working Days before the AGM;
- (c) the Board must give notice of the list of nominations to all Member Clubs at least 10 Working Days before the AGM;
- (d) if there are more nominees than number of Elected Board Member positions to be filled, then:
 - (i) an election is to be held at the AGM by secret ballot or any other method of voting required by the Board;
 - (ii) the nominee or nominees with the highest number of votes in their favour to fill the vacant position(s) shall be declared elected; and
 - (iii) if the number of votes for two or more nominees to fill a vacant position is equal, a further vote will be held in relation to the tied nominees; and

- (e) if the number of nominees is equal to or less than the number of Elected Board Member positions to be filled, then:
 - (i) an election is to be held at the AGM in relation to each nominee, by secret ballot or any other method of voting required by the Board; and
 - (ii) a nominee shall be declared elected provided that their election is supported by at least 50% of the votes cast; and
- (f) if a secret ballot is held in accordance with subclauses (d) or (e), two scrutineers must be appointed at the AGM to count the votes.
- (g) where there is insufficient nominations received ahead of the AGM to fill vacancies on the Board, the Chair may request and accept nominations from the floor for officers in order to meet the minimum numbers and composition detailed in clause 6.2;

6.5 **Appointment Panel Composition:** There will be a panel of 3 persons (each a **Panel Member**) established and maintained for the purpose of Board appointments under clause 6.3 (**Appointment Panel**), comprising:

- (a) the Chairperson, or if the Chairperson is not eligible or willing to serve on the Appointment Panel or is seeking reappointment or re-election to the Board, then another Board Member who is eligible to serve on the Appointment Panel and is not seeking re-appointment or re-election to the Board as determined by the Board;
- (b) a nominee who is independent of Squash Bay of Plenty and is experienced in governance and the functions and appointment process of board members in New Zealand, as determined by the Board;
- (c) a nominee who is independent of the Board and has an interest and understanding of sport/recreation/play in New Zealand, as determined by the Board;
- (d) at least one person identifying as male and at least one person identifying as female; and
- (e) no persons in respect of whom any of the circumstances listed in clause 6.20 are applicable.

6.6 **Replacement Panel:** If the Board as a whole has been removed, resigns en masse, or does not have a quorum and is unable to appoint the Appointment Panel, an interim Board and/or a 3 person Appointment Panel will be appointed by Sport New Zealand Ihi Aotearoa (as determined by Sport New Zealand Ihi Aotearoa).

6.7 **Convenor:** The convenor of the Appointment Panel is the person referred to in clause 6.5(a).

6.8 **Term of office:** Panel Members remain in office for the period necessary to fulfil their responsibilities in relation to each Board Member vacancy for which the Appointment Panel was established. A person is not eligible to serve on the Appointment Panel following the fifth anniversary of their first appointment to the Appointment Panel.

6.9 **Independence:** The Appointment Panel is independent of the Board and is responsible for:

- (a) advertising, identifying and inviting suitable candidates to apply for appointment as an Appointed Board Member;
- (b) receiving and assessing applications from candidates for appointment as Appointed Board Members, including undertaking such enquiries and holding interviews and meetings as it sees fit; and

- (c) deciding the candidates to be appointed as Appointed Board Members.
- 6.10 **Appointment criteria:** In determining the appointment of Appointed Board Members, the Appointment Panel will consult with the Board and consider, based on merit, the following factors about the candidate and the Board as a whole:
- (a) prior experience as a director, trustee, officer or experience in any other governance role;
 - (b) knowledge of, and experience in, Squash and other sports organisations generally;
 - (c) understanding of the legal, regulatory, fiduciary and ethical obligations of Board Members;
 - (d) the desire for conflicts of interest on the Board to be minimised;
 - (e) the desire for a wide range of knowledge, skills, and experience on the Board; and
 - (f) the desire for Diversity, Equity and Inclusion on the Board.
- 6.11 **No Eligibility for Board:** No Panel Member may seek to become a Board Member while a Panel Member.
- 6.12 **Terms of Reference:** The Board and Appointments Panel shall develop and maintain a Terms of Reference regarding the appointments process.
- 6.13 **Quorum:** The quorum for a meeting of the Appointment Panel is 2 Panel Members.
- 6.14 **Decisions of Appointment Panel:** Any decision of the Appointment Panel regarding the appointment of Appointed Board Members must be unanimous (be it either a decision of the Appointment Panel at a meeting or a decision in writing in lieu of a meeting).
- 6.15 **Confidential information:** All information received by the Appointment Panel and its discussions must be kept confidential except to the extent required by law. Panel Members must notify the convenor of any potential conflict of interest in considering any candidate. If the convenor considers it appropriate to do so, they may require that Panel Member to vacate their position. If the convenor considers they may have a potential conflict of interest, they must notify the other Panel Members and the Board. If the Board considers it appropriate to do so, it may require that convenor to vacate their position.
- 6.16 **Board removal of Panel Members:** The Board may remove any Panel Member if the Board considers, in its sole discretion, that:
- (a) that Panel Member has a conflict of interest which has not been resolved to the satisfaction of the Board; or
 - (b) there are circumstances which may give rise to a question of actual or apparent bias in the Appointment Panel's composition and/or process.
- 6.17 **Removal process:** Before removing any Panel Member, the Board must:
- (a) notify that Panel Member of its proposal to remove them; and
 - (b) give that Panel Member and the other Panel Members the opportunity to make submissions on the proposed removal and the opportunity to be heard.
- 6.18 Any vacancy on the Appointment Panel will be filled to ensure that the Appointment Panel is constituted in accordance with clause 6.5.
- 6.19 **Qualification:** Every Board Member must, in writing:
- (a) consent to be a Board Member; and

- (b) certify that they are not disqualified from being elected, appointed or holding office as a Board Member by this Constitution or under section 47 of the Act or under section 36B of the Charities Act 2005.

6.20 **Disqualification:** The following persons are disqualified from being elected or appointed, or holding office as, a Board Member, or in the case of clause 6.16 from being or remaining as a Panel Member:

- (a) a person who is an employee of, or independent contractor to, Squash Bay of Plenty;
- (b) a person who is disqualified from being elected or appointed or holding office as a Board Member under section 47 of Act; and
- (c) a person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

If an existing Board Member becomes or holds any position in clause 6.20(a) above then upon appointment to such a position, they are deemed to have vacated their office as a Board Member.

If any of the circumstances listed in clause 6.20(b) or 6.20(c) above occur in respect of an existing Board Member, that Board Member is deemed to have vacated office upon the relevant authority making an order or finding against them of any of those circumstances.

6.21 **Term of office:** The term of office for all Board Members is 3 years, commencing on the effective date of their appointment or election and expiring at the end of the third AGM held after that date. A Board Member may be re-elected or reappointed to the Board, but may only serve a maximum of 3 consecutive terms of office. Prior to each AGM, the Board will advise the Appointment Panel of the schedule of rotation and the vacancies arising in Board Member positions at the AGM. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

6.22 **Elected Board Member Vacancies:** If a Casual Vacancy of an Elected Board Member arises, the remaining Board Members may:

- (a) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace;
- (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy; or
- (c) leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the Casual Vacancy.

6.23 **Appointed Board Member Vacancies:** If:

- (a) a Casual Vacancy of an Appointed Board Member arises 6 months or more after the last AGM, the remaining Board Members may:
 - (i) refer the appointment to the Appointment Panel to fill under clause 6.3 with such modifications as to timing and process as it considers appropriate to fill the Casual Vacancy as soon as reasonably practicable;
 - (ii) appoint a person of their choice to fill the Casual Vacancy; or
 - (iii) leave the Casual Vacancy unfilled until the next AGM; and
- (b) a Casual Vacancy of an Appointed Board Member arises less than 6 months after the last AGM, the remaining Board Members must refer the appointment to the Appointment Panel to fill

under clause 6.53 with such modifications as to timing and process as it considers appropriate to fill the Casual Vacancy as soon as reasonably practicable.

- (c) a person is appointed to fill a Casual Vacancy in relation to an Appointed Board Member position, the term of that appointment continues until the expiry of the term of the person they are replacing.

6.24 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice, charge or process described in clause 6.20(b) or 6.20(c), or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution of the Board suspend that Board Member from office by written notice (**Suspension Notice**). The Suspension Notice must set out the conditions that the Board requires to be met by the suspended Board Member during the period prior to a final determination or resolution of the allegation, notice, charge, process or circumstances. The Board will determine when the Board Member's suspension from office may be lifted.

6.25 **Removal of Board Member:**

- (a) The Board may, by Special Resolution of the Board passed at a Board meeting, remove any Board Member from office before the expiry of their current term if the Board considers the Board Member concerned:
 - (i) has seriously breached their duties under this Constitution or the Act;
 - (ii) is no longer a suitable person to be a Board Member; or
 - (iii) is involved with, interested in, or otherwise closely connected to a person or activity which has brought or may bring Squash Bay of Plenty or Squash into disrepute or which may be prejudicial to the Purposes or the interests of Squash Bay of Plenty or Squash if they remain as a Board Member.
- (b) A Board Member who is the subject of a motion for their removal from office under clause 6.25(a) is counted for the purpose of reaching a quorum at any relevant Board meeting, but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Board Member who is the subject of a motion for their removal from office under clause 6.25(a) must be given:
 - (i) notice that a Board meeting is to be held to discuss the motion to remove that Board Member; and
 - (ii) adequate time to prepare a response;
 - (iii) the opportunity prior to the Board meeting to make written submissions; and
 - (iv) the opportunity to be heard at the Board meeting.

6.26 **Board Member ceasing to hold office:** A person ceases to be a Board Member if:

- (a) their term of office expires and is not renewed;
- (b) the person resigns by delivering a signed notice of resignation to the Board;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act or under section 36B of the Charities Act 2005; or

- (e) the person dies or becomes permanently incapacitated.

7. BOARD MEETINGS

- 7.1 **Calling meetings:** Board meetings may be called at any time by the Chairperson or by any 3 or more Board Members, but generally the Board meets 6 weekly.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure for meetings.
- 7.3 **Quorum:** To establish a quorum for a Board meeting (to be able to commence and conduct business at such a meeting) there must always be not less than 50% to the nearest whole number of the Board attending the meeting.
- 7.4 **Electronic Attendance:** Any Board Member may be counted for the purposes of a quorum, participate in any Board meeting and vote on any proposed resolution at a meeting without being physically present. This may only occur at Board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board meeting can hear each other effectively and simultaneously throughout the meeting.
- 7.5 **Chairperson:** At its first meeting following an AGM, the Board must elect a Chairperson. The role of the Chairperson is to chair meetings of the Board. If the Chairperson is unavailable, another Board Member must be appointed by the Board to undertake the Chairperson's role during the period of unavailability.
- 7.6 **Voting:** Each Board Member has one vote. Voting is conducted verbally or, on request of any Board Member, by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chairperson does have a casting vote.
- 7.7 **Written Board resolutions:** A resolution of the Board in writing signed or consented to by email or other electronic means by all Board Members is valid as if it had been passed at a Board meeting. Any resolution may consist of several documents in the same form each signed by one or more Board Members.
- 7.8 **Honorarium:** Board Members may be paid an honorarium in respect of their contribution to Squash Bay of Plenty, provided the Board is satisfied that such remuneration is fair and reasonable to Squash Bay of Plenty. Board Members shall be entitled to be reimbursed for reasonable expenses incurred in relation to Squash Bay of Plenty business, subject to any internal policies in place from time to time.

8. OFFICERS' DUTIES

- 8.1 **Consent:** All Officers must, in writing, consent to being an Officer and certify that they are not disqualified from being elected or appointed or holding office as an Officer under this Constitution or under section 47 of the Act.
- 8.2 **Duties:** An Officer:
- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of Squash Bay of Plenty;
 - (b) must exercise a power as an Officer for a proper purpose;
 - (c) must not act, or agree to Squash Bay of Plenty acting, in a manner that contravenes the Act or this Constitution;

- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of Squash Bay of Plenty the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (e) must not agree to the activities of Squash Bay of Plenty being carried on in a manner likely to create a substantial risk of serious loss to Squash Bay of Plenty's creditors or cause or allow the activities of Squash Bay of Plenty to be carried on in a manner likely to create a substantial risk of serious loss to Squash Bay of Plenty's creditors;
- (f) must not agree to Squash Bay of Plenty incurring an obligation unless the Officer believes at that time on reasonable grounds that Squash Bay of Plenty will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,
 if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

9. INTERESTS

- 9.1 **Register of interests:** The Board must keep a register of interest disclosures made by Officers.
- 9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to Squash Bay of Plenty must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 **Consequences of being Interested:** A Board Member who is Interested in a Matter:
 - (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
 - (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

- 9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more of the current Board Members are Interested in a Matter, a SGM must be called by the Board to consider and determine that Matter.
- 9.5 **Notice of failure to comply:** The Board must notify Members of a failure to comply with sections 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

10. PATRONS

- 10.1 A person may be invited by the Board to be a Patron to show their support for Squash Bay of Plenty and to help establish or maintain public credibility of Squash Bay of Plenty. A Patron is entitled to attend and speak at General Meetings but has no right to vote.

11. GENERAL MANAGEMENT

- 11.1 **Management Role:** The Board may engage a person as general manager, chief executive or a similar role for the day-to-day management and operation of the affairs of Squash Bay of Plenty under this Constitution and the Bylaws, and to whom the Board delegates responsibility for those functions (**General Manager or Chief Executive**).
- 11.2 **Support and Development Role:** The Board may engage a person or persons as a support or coaching/development role(s) or a similar role(s) for the purpose of Squash development, training and coaching, facilitating and operation of the affairs of Squash Bay of Plenty under this Constitution and the Bylaws, and to whom the Board delegates responsibility for those functions (**Support, Coach, or Development Manager**).
- 11.3 **Board involvement:** Any person who is appointed or occupies the roles in clause 11.1 and 11.2 may be invited at the Board's discretion to attend meetings of the Board but have no voting rights.

12. FINANCES

- 12.1 **Control and management of finances:** The funds and property of Squash Bay of Plenty are controlled, invested and disposed of by the Board, subject to this Constitution, and devoted solely to the promotion of the Purposes.
- 12.2 **Balance date:** Squash Bay of Plenty's balance date is 31 December or such other date as the Board decides.
- 12.3 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from Squash Bay of Plenty. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
 - (b) 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,
- provided no Officer or Member is allowed to influence any such decision made by Squash Bay of Plenty in respect of payments or transactions between it and them, their direct family or any associated entity.
- 12.4 **Audit or review of financial statements:** If required by law, or otherwise if the Board determines, Squash Bay of Plenty's financial statements will be audited or reviewed (as relevant) each year and the audited

or reviewed financial statements (as relevant) must be submitted to the AGM. The auditor or reviewer (as relevant) will be appointed by the Board.

- (a) Where no audit or review is required, then the financial statements must be prepared by a Chartered Accountant (member of Chartered Accountants Australia New Zealand CAANZ) who holds a Public Practice certificate. The accountant will be engaged with by the Board.

13. INDEMNITY AND INSURANCE

- 13.1 **Indemnity:** Squash Bay of Plenty indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.
- 13.2 **Insurance:** With the prior approval of its Board, Squash Bay of Plenty may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.
- 13.3 **Indemnity for Officers:** Squash Bay of Plenty is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:
 - (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
 - (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

14. AMENDMENTS

- 14.1 **Amendments:** Subject to clause 14.3, this Constitution may only be amended or replaced by a Special Resolution of Member Clubs.
- 14.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals or the winding up clause. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.
- 14.3 **Minor effect or technical alteration:** If the Board (acting reasonably) wishes to make an amendment to this Constitution that would have no more than a minor or immaterial effect, or is of a purely technical nature, or is required to correct a manifest clerical error, then the Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Board does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Board decides, then the Board may make that amendment. If it does receive an objection, then the Board may not make the amendment.

15. BYLAWS AND INTEGRITY

- 15.1 **Bylaws:** The Board may make and amend Bylaws for the conduct and control of Squash Bay of Plenty's activities and codes of conduct applicable to Members. The Board may also adopt Bylaws implemented by Squash New Zealand Poipātū Aotearoa. Any Bylaw must be consistent with this Constitution, the Purposes, the constitution of Squash New Zealand Poipātū Aotearoa, the Act and any other laws. All Bylaws are binding on Squash Bay of Plenty and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

15.2 **Integrity Code binding:** If Squash New Zealand Poipātū Aotearoa adopts an Integrity Code, Squash Bay of Plenty is bound by the Integrity Code.

15.3 **Application to Members:** If Squash New Zealand Poipātū Aotearoa adopts an Integrity Code:

- (a) subject to clause 15.3(b), each Member of Squash Bay of Plenty agrees to be bound by the Integrity Code, and each Member that is also an organisation with its own members must do all things necessary to include a provision in that Member's constitution which requires its own members to also be bound by the Integrity Code;
- (b) if a Member has been established for the purpose of, or in relation to, multiple sports or activities:
 - (i) the Member agrees to be bound by the Integrity Code only to the extent its provisions are not inconsistent with the provisions of any other similar codes to which the Member is bound; and
 - (ii) the provision to be included in the Member's constitution under clause 15.3(a) must also include the provision in clause 15.3(b)(i).

16. DISPUTE RESOLUTION

16.1 Squash Bay of Plenty adopts the Complaints, Disputes, and Appeals Policy implemented by Squash New Zealand Poipātū Aotearoa for the resolution of complaints, disputes and appeals within the sport which complies with the rules of natural justice.

16.2 Squash Bay of Plenty shall implement any decisions or sanctions made under the Complaints, Disputes, and Appeals Policy.

17. LIQUIDATION AND REMOVAL

17.1 **Notice:** The Board must give notice to all Members at least 20 Working Days of a proposed motion:

- (a) to appoint a liquidator;
- (b) to remove Squash Bay of Plenty from the Register of Incorporated Societies; or
- (c) for the distribution of Squash Bay of Plenty's surplus assets.

17.2 The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

17.3 **Special resolution:** Any resolution for a motion set out in clauses 17.1(a) to (c) must be passed by a Special Resolution of Member Clubs.

17.4 **Surplus assets:** Any distribution of surplus assets of the Squash Bay of Plenty in accordance with this clause 17 and applicable laws:

- (a) may only be made after the payment of all costs, debts and liabilities of Squash Bay of Plenty; and
- (b) must only be made to another not-for-profit entity whose purposes are exclusively charitable and that shares similar purposes to Squash Bay of Plenty; and

- (c) may not be made to any person who is a Member as at the date the distribution is approved by Special Resolution of Member Clubs under clause 17.3.

18. **MATTERS NOT PROVIDED FOR**

- 18.1 If any matter arises that, in the opinion of the Board, is not provided for in this Constitution or any Bylaws, or if any dispute arises out of the interpretation of this Constitution or the Bylaws, the matter or dispute will be determined by the Board.