

TENNIS AUCKLAND REGION INCORPORATED

Incorporated Society No. 221380

Charity Registration No. CC20231

Constitution

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TENNIS AUCKLAND REGION INCORPORATED

CONSTITUTION

PART I - NAME, PURPOSES AND POWERS

1. Name

The name of the society is Tennis Auckland Region Incorporated (Tennis Auckland).

2. Purposes

The charitable purposes of Tennis Auckland are to improve the health and well-being of the general public and to advance education primarily in the Auckland region ("Auckland") through participation in Tennis including by:

- 2.1 promoting, developing and delivering the sport of Tennis mainly as an amateur sport and recreational activity and providing educational opportunities through its Member Organisations, schools and other organisations; and by delivering Services & Programmes (including where appropriate National Approved Programmes).
- 2.2 providing and developing facilities to enable encourage and enhance the participation, enjoyment and performance in tennis.
- 2.3 delivering Tennis competitions, tournaments and other Tennis events including with its Members Organisations and other Regional Tennis Organisations;
- 2.4 supporting the development of Tennis players to compete and succeed in Regional and National Tennis events;
- 2.5 abiding by the Rules of Tennis and establishing other rules and regulations governing Tennis;
- 2.6 encouraging and promoting tennis at all levels as a sport, and Tennis Auckland and TNZ as organisations which protect and promote the safety and well being of participants, have integrity including high standards of conduct and respect the principles of fair play;
- 2.7 promoting an inclusive environment in the governance, management and participation in Tennis;
- 2.8 maintaining membership of TNZ;
- 2.9 being a Regional Tennis Organisation for Auckland;
- 2.10 acting in good faith with Member Organisations and their Members and TNZ to maintain and improve Tennis in the Auckland Region and throughout New Zealand, including its standards, quality and its reputation for their collective and mutual benefit; and
- 2.11 promoting mutual trust and confidence between Tennis Auckland and its Members and TNZ and at all times acting on behalf of, and in the interests of, the Members and Tennis in the Auckland Region.

3. Te Tiriti o Waitangi

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

4. Capacity and Powers

Tennis Auckland has 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, the Charities Act and any other legislation and the general law.

PART II - MEMBERSHIP

5. Categories of Members

The Members of Tennis Auckland are:

5.1 The following Voting Members:

- a. Local Tennis Partners (LTPs);
- b. Clubs
- c. Local Affiliated Organisations (LAOs)
- d. Life Members
- e. President, Vice President, Immediate Past President
- f. Members of the Tennis Auckland Board
- g. Chairperson of the Emeritus Committee

5.2 The following Non-Voting Members:

- a. Past Presidents other than the Immediate Past President; and
- b. Individual Members

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

6. Local Tennis Partners (LTPs)

6.1 **Criteria:** To become a Member of Tennis Auckland and TNZ as a LTP, an entity shall enter into an agreement with Tennis Auckland whereby together with Tennis Auckland, the entity is able to demonstrate that it:

- a. provides reasonable support and services to each of the Clubs and LAOs in its geographical area including facilities development and maintenance;
- b. in cooperation with its Clubs, promotes and delivers tennis for its Members within its geographical area;
- c. has sufficient resources to enable it to carry out its obligations;
- d. has sufficient governance capability,
- e. meets the additional criteria to become a Member Organisation in Rule 9.

- 6.2 **Application:** Subject to Rule 49, an entity's application to become a Member as a LTP shall be made to Tennis Auckland and be evaluated against the criteria in Rule 6.1. If Tennis Auckland is satisfied that the entity meets the criteria, it shall approve the entity as a LTP.

7. Clubs

- 7.1 **Criteria:** To become a Member of the Applicable LTP if any, Tennis Auckland and TNZ as a Club, an entity shall demonstrate that it:

- a. subject to Rule 49, has a minimum of twenty (20) current Individual Members;
- b. promotes and delivers Services and Programmes for its Members;
- c. if it owns, manages or otherwise has control of any Tennis courts and facilities, permits its Members to have reasonable access to those Courts and Facilities, in accordance with terms and conditions decided by it;
- d. assists the connection of tennis players through membership; and
- e. meets the additional criteria to become a Member Organisation in Rule 9.

- 7.2 **Application:** An application by an entity to become a Member as a Club shall be made to the:

- a. applicable LTP Board, if the entity is situated within the geographical area of a LTP; or
- b. if none, Tennis Auckland,

The application shall be evaluated against the criteria in Rule 7.1. If the Applicable LTP or Tennis Auckland as the case may be, is satisfied that the applicant entity meets the criteria to be a Member as a Club that organisation shall approve the entity as a Member Club.

8. Local Affiliated Organisation (LAO)

- 8.1 **Criteria:** To become a Member of Tennis Auckland and TNZ as a LAO, an entity shall demonstrate that it:

- a. is a Member of the applicable NAO (if any);
- b. provides Services and Programmes or otherwise has an interest in Tennis, in a geographical area within the Applicable LTP (if any), and if not, in the Tennis Auckland region; and
- c. meets the additional criteria to become a Member Organisation in Rule 9.

- 8.2 **Application:** An application by an entity to become a Member as a LAO shall be made to the Applicable Governing Member Organisation and will be processed in the same manner as an application to be a Club under Rule 7.

9. Additional Criteria to become a Member Organisation

- 9.1 In addition to the criteria to become an LTP, Club or LAO in Rules 6 to 8 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;

- c. have a constitution (or equivalent governing document) that is not inconsistent with this Constitution, Tennis Auckland's Regulations and the constitutions and regulations of the Applicable Member Organisations;
- d. operate within the geographical area if any decided by the Applicable Governing Member Organisation; and
- e. meet such other criteria as specified in the Tennis Auckland Regulations and the TNZ Regulations.

10. Member Organisation Consent, Duration and Amalgamation

- 10.1 **Consent:** By making an application to be a Member as a Member Organisation, an applicant entity consents to become a Member of Tennis Auckland and each of the Applicable Member Organisations.
- 10.2 **Duration of Membership for Member Organisations:** Membership commences upon approval by Tennis Auckland or the applicable Governing Member Organisation and payment of the Membership Fee; and continues indefinitely, unless its Membership ceases under this Constitution.
- 10.3 **Amalgamation of Member Organisations:** If two or more Member Organisations wish to amalgamate they need prior approval, from the Board of the Applicable Governing Member Organisation, which approval shall be notified to TNZ.

11. Individual Members

- 11.1 **Application:** To apply to become an Individual Member of Tennis Auckland, an Eligible individual shall make an application, either:
 - a. as part of, and at the same time as, making their application to be a Member of a Member Organisation, in accordance with Rule 11.2;
 - b. directly to Tennis Auckland, in accordance with Rule 11.3; or
 - c. directly to TNZ, in accordance with the TNZ Constitution.
- 11.2 **Membership via a Member Organisation:** Applications for the Membership of Tennis Auckland and TNZ shall be made via a Member Organisation by individuals who:
 - a. 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. If the individual applicant under Rule 11.2(a) is under 18 years of age on the date of application, a parent or guardian of that individual:
 - (i) shall complete and sign or submit the application for that individual to be a Member; and
 - (ii) submit a completed application for them, as a parent or guardian of the individual, to be a Member
 - b. are engaged by a Member Organisation to coach Tennis
 - c. are Appointed Personnel of a Member Organisation
 - d. otherwise wish to be a Member of a Member Organisation.

- 11.3 **Membership directly with Tennis Auckland:** Applications for Membership of Tennis Auckland shall be made directly to Tennis Auckland by individuals who:
- a. wish to be a Member of Tennis Auckland 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;
 - b. wish to have Access to any Tennis Courts and Associated Facilities which are owned, managed, leased or otherwise under the control of Tennis Auckland;
- 11.4 **Process for Application:** An application for Individual Membership under Rule 11.2 or Rule 11.3 shall be made using a Member Management System.
- 11.5 **Consent:** By making an application for Membership an individual consents to becoming a Member of Tennis Auckland, a Member of any Applicable Member Organisations, and TNZ.
- 11.6 **Admission as a Member:** An individual who has applied for Membership will be admitted to Membership of Tennis Auckland and the Applicable Member Organisations, on approval of the application by the Applicable Governing Member Organisation in accordance with its Constitution and payment of the applicable Membership Fee(s).
- 11.7 **Duration of Membership:**
- a. Individual Membership of the Applicable Member Organisations, commences upon admission as a Member under Rule 11.6 and continues, if Membership is obtained:
 - i. via a Member Organisation in accordance with its constitution;
 - ii. directly with Tennis Auckland or TNZ, for 12 months from the date of admission;
 - iii. as a Life Member of Tennis Auckland, for the life of the individual(subject to this Constitution); or
 - iv. as an Appointed Personnel of Tennis Auckland or an Appointed Personnel of a Member Organisation, for the period of the individual's term of office.
 - b. Membership will end before the expiry of the period in Rule 11.7a, if the individual's Membership is terminated under this Constitution.
 - c. If Membership by an Individual Member ends due to expiry or termination , their Membership of each of the Applicable Member Organisations, and Tennis Auckland will automatically end at the same time.
- 11.8 **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.

12. Tennis Auckland Life Membership

- 12.1 **Criteria:** Life membership may be granted in recognition and appreciation of outstanding service by a person for the benefit of the Tennis Auckland Region. The person must be nominated by two Member Clubs and seconded by the Emeritus Committee. Nominations must be received by the Manager in writing setting out the grounds for the nomination at least thirty (30) days before the AGM at which the nomination would be considered. Life

membership can only be obtained by a Resolution passed by a Special Majority at an AGM. A Life Member is not required to pay any Tennis Auckland Membership fee.

13. Members General Obligations

13.1 All Members: Each Member:

- a. is bound by, and shall comply with this Constitution, the Constitution of any applicable Member Organisation and all regulations, rules, codes, standards, resolutions, decisions, policies and procedures, made by Tennis Auckland or the Applicable Member Organisation;
- b. shall comply with, and if a Member Organisation, abide by the Rules of Tennis, tournament rules and other rules related to Tennis, or any Tennis event, approved by Tennis Auckland and TNZ;
- c. shall provide such Membership information (including updates to this information) to the Applicable Membership Organisations as reasonably requested by any of them;
- d. shall pay any Membership Fees and any other fees to their Applicable Member Organisation by the due date; and
- e. does not have any rights of ownership of, or the right to use, the property of Tennis Auckland and may only use the Intellectual Property of Tennis Auckland with the permission or agreement of Tennis Auckland which permission or agreement may be given generally or in specific cases.

13.2 Member Organisations: In addition to Rule 13.1, each Member Organisation shall:

- a. use reasonable efforts to increase membership of Applicable Member Organisations;
- b. maintain its membership of the Applicable Member Organisation;
- c. pay membership fees and any other fees due to Tennis Auckland;
- d. continue to comply with all of the criteria to be a Member Organisation in their category of membership;
- e. if it has an interest in a Related Entity which owns, manages, leases or otherwise controls any Tennis courts and associated facilities request 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 Tennis Auckland Regulations; and
- f. 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 Organisation).

14. Rights of LTPs, Clubs, LAOs and Individual Members

Each LTP, Club, LAO and Individual Member (including Life Members) is entitled to the rights and entitlements specified in this Constitution, the Tennis Auckland Regulations, the TNZ Constitution the TNZ Regulations and the Applicable Member Organisations Constitutions.

15. Tennis Auckland Intervention

- 15.1 Subject to Rule 15.2, the Tennis Auckland Board may intervene in the governance, management, or operations of any LTP or Club following Tennis Auckland's own enquiries and with the agreement of the LTP or Club respectively, or upon request by the board or equivalent committee of the LTP or Club, respectively if:
- a. after consulting with the respective board or equivalent committee of the LTP or Club, it considers that to do so is in the best interests of Tennis Auckland the LTP or Club and the sport of Tennis in the Auckland Region ; and
 - b. one (1) or more of the following circumstances apply to the LTP or Club (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 Tennis Auckland;
 - iii. if it is a LTP, it has less than four (4) Clubs for a reasonable period, as decided by the Tennis Auckland Board;
 - iv. if it is a Club, it has less than twenty (20) Individual Members (not counting Individual Casual Members) as its Members for a reasonable period, as decided by the Tennis Auckland Board (subject to the transition rules under the TNZ Constitution);
 - v. it takes, or has taken against it, any action, or proceedings to wind up, dissolve or liquidate it (unless for the purposes of amalgamation);
 - vi. it enters into a compromise or arrangement with its creditors, other than a voluntary liquidation for the purpose of amalgamation with another Club; or
 - vii. a mortgagee or other creditor has taken possession of any of its assets.
- 15.2 **Manner of Intervention:** If the Tennis Auckland Board and the board or equivalent committee of the LTP or Club (as applicable) agree to the Tennis Auckland Board intervening under Rule 15.1, 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 or equivalent committee.
- 15.3 **Intervention by a LTP:** Tennis Auckland shall not intervene in a Club if the Club is a member of a LTP. In this case, the Applicable LTP Board has the right to intervene on the same or similar grounds as Rule 15.1 (adjusted so that every reference to Tennis Auckland means the Applicable LTP Board) in accordance with its Constitution, provided that before deciding whether to intervene (with the agreement of the Club), the Applicable LTP Board shall notify the Tennis Auckland Board and TNZ.
- 15.4 **Notification to TNZ:** Before deciding whether to intervene under Rule 15.1, the Tennis Auckland's Board shall notify TNZ.

16. Membership and Other Fees

- 16.1 Membership Fees:** At each AGM the Tennis Auckland Board shall provide:
- a. a recommendation of the Membership Fees payable to Tennis Auckland by Members for the next Financial Year, and
 - b. a forecast of the Membership Fees likely to be payable to Tennis Auckland by Members for the two years following the next Financial Year. The Tennis Auckland Board will use its best endeavours to keep to this forecast.
- 16.2 Delegates to approve Tennis Auckland Membership Fees:** At each AGM the Voting Delegates shall, on the recommendation of the Tennis Auckland Board, approve the nature, amount, due date and manner for payment of any Membership Fee payable to Tennis Auckland by Voting Members for the next Financial Year.
- 16.3 Tennis Auckland Board may decide other fees:** Additionally, the Tennis Auckland Board may set other fees payable to Tennis Auckland by any of its Members and other participants in Services and Programmes held by or under the control of Tennis Auckland.
- 16.4 Member Organisation Membership Fees:**
- a. Each Member Organisation shall pay the portion of the Membership Fee (set by its Applicable Governing Member Organisation) received from its Members to its Applicable Governing Member Organisation within the Financial Year in which they are due.
 - b. For Membership Fees set by a LTP or Club, the Tennis Auckland Board may investigate a LTP or Club, and if they consider it appropriate and after consultation with the LTP or Club concerned, request it to alter the nature and/or amount of any fees payable by its Members.
- 16.5 Default in Payment:** Tennis Auckland may suspend the membership of any Member who fails to pay their Membership Fees within one calendar month of the due date for such payment. Tennis Auckland may cancel such Member's Membership if such arrears are not then paid within fourteen (14) days of a cancellation warning notice being sent to that Member. In the event of Tennis Auckland determining to suspend or cancel a Membership that Member's rights (and those of all the relevant connected Members) will be suspended or, as the case may be, cancelled without further notice.

17. Register of Members

- 17.1 National Database:** Tennis Auckland's Register of Members shall be maintained on the National Database. The Manager shall:
- a. ensure that the required information about those Members who obtained Membership of Tennis Auckland directly with Tennis Auckland are on the National Database in accordance with the TNZ Constitution and TNZ Regulations; and
 - b. support the Member Organisations to ensure that the required information about those Members who obtained Membership via a Member Organisation, are on the National Database in accordance with the TNZ Constitution and TNZ Regulations.
- 17.2 Changes:** All Members shall promptly update any changes to their Membership details using a Member Management System.

- 17.3 **Access to Information:** TNZ will provide authorised personnel from Tennis Auckland and each Member Organisation, with access to their respective Members' details held on the National Database, in accordance with the TNZ Regulations.

18. Cessation of Membership

- 18.1 An Individual Member or Tennis Auckland Life Member ceases to be a Member:
- a. upon their death;
 - b. by giving notice of their resignation from Membership, in the manner specified in the Tennis Auckland Regulations to the Applicable Governing Member Organisation;
 - c. if their Membership is terminated due to no longer being Eligible;
 - d. if their Membership is terminated due to a default in payment;
 - e. if their Membership is terminated following a dispute resolution or disciplinary process or other process specified in the Constitutions or regulations of Tennis Auckland or the Applicable Member Organisations; or
 - f. if, for any other reason, their Membership ends or ceases in accordance with the Constitutions of the Applicable Member Organisation.
- 18.2 A Member Organisation ceases to be a Member of Tennis Auckland and TNZ:
- 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; or
 - d. if its Membership is terminated by Tennis Auckland or TNZ following a dispute resolution or disciplinary process or other process specified or referred to in this Constitution, the Tennis Auckland Regulations, the TNZ Constitution, or the TNZ Regulations.
- 18.3 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 Tennis Auckland Regulations unless the Tennis Auckland Board or TNZ decides otherwise.

PART III – GOVERNANCE AND MANAGEMENT

19. Tennis Auckland Officers

- 19.1 **Qualified:** Every Tennis Auckland Officer must in writing, do the following to be qualified under the Act:
- a. consent to being an Officer; 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(3) of the Act or under section 36B of the Charities Act 2005.

If a Tennis Auckland 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 Manager becomes disqualified, in which case the terms and conditions of their employment or engagement with Tennis Auckland will apply.

- 19.2 **Duties of Tennis Auckland Officers:** Tennis Auckland Officers shall comply with their duties under Sections 54 to 60 of the Act.

- 19.3 **Cessation from Office:** An individual ceases to be a Tennis Auckland Officer, if the individual:

- a. resigns in accordance with the Act;
- b. becomes disqualified from being a Tennis Auckland Officer under the Act or the Charities Act 2005;
- c. dies;
- d. if the Tennis Auckland Officer is a Board Member, is removed from office in accordance with Rule 30.2; or
- e. otherwise vacates their office resulting in a Casual Vacancy.

20. Board Role and Powers

- 20.1 **Role:** Except as specified otherwise in the Act or this Constitution, the Tennis Auckland Board is responsible for governing, managing, directing, and supervising the operation and affairs of Tennis Auckland.
- 20.2 **Powers:** The Tennis Auckland Board has all the powers necessary to carry out its role. Except to the extent specified otherwise in the Act or this Constitution, the Tennis Auckland Board has the powers to do all things that are not expressly required to be undertaken at a General Meeting under this Constitution. The Tennis Auckland Board may also establish sub-committees and/or advisory groups to assist in fulfilling its responsibilities and may delegate specific powers or tasks to those sub-committees and advisory groups as it thinks fit.

21. Composition of the Board

- 21.1 **Composition:** Subject to this Constitution the Tennis Auckland Board shall comprise of eight (8) Board Members, as follows:

- a. four (4) Elected Board Members, elected in accordance with Rule 25.1; and
 - b. four (4) Appointed Board Members, appointed by the Tennis Auckland's BAP in accordance with Rule 25.2.
- 21.2 **Co-option:** The Tennis Auckland Board may co-opt additional Board Members, 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.

22. Eligibility to be a Tennis Auckland Board Member

- 22.1 An individual will not be eligible to be, or otherwise hold or remain in office, as Tennis Auckland 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 22.2 occur to that individual.
- 22.2 The following individuals are disqualified from being elected, appointed, or to otherwise hold or remain in office, as a Tennis Auckland Board Member:
- a. **Member Ineligibility:** An individual who is not Eligible to be a Member;
 - b. **Employee:** An individual who is a paid employee of Tennis Auckland, Tennis NZ, or Member Organisation, or a contractor in an equivalent position, unless as a condition of becoming a Tennis Auckland Board Member they resign from or terminate such employment or contract;
 - c. **LTP Board Member:** An individual who is a Member of the board (whether as a voting or non-voting member), or an officer, of an LTP which is a Member of Tennis Auckland, unless as a condition of becoming a Tennis Auckland Board Member, they resign from such office;
 - d. **Suspended or Terminated Member:** An individual who has been suspended or terminated from Membership of any Applicable Member Organisation under this Constitution, any Previous Constitution or the Constitution or previous Constitution of any Applicable Member Organisation; unless their Membership has been reinstated by Tennis Auckland or any Applicable Member Organisation in accordance with this Constitution or the constitution of the Applicable Member Organisation; or,
 - e. **Removed Tennis Auckland Board Member:** An individual who has been removed as a Board Member of Tennis Auckland (under Rule 30).
- 22.3 **Vacation of Office Deemed:** If any of the circumstances in Rules 22.1 or 22.2 occur to a Tennis Auckland Board Member while they are in office, they will be automatically deemed to have vacated their office as a Tennis Auckland Board Member upon the occurrence of the circumstance.

23. Tennis Auckland Board Chair and Deputy Chair

At the first Tennis Auckland Board meeting following each AGM, the Board shall appoint one (1) of the Board Members to be the Board Chair and another to be the Deputy Chair for the period from that meeting until the conclusion of the next AGM. If a Casual Vacancy arises in the position of the Board Chair or Deputy Chair, the Tennis Auckland Board shall appoint another Board Member to the vacant position for the balance of the term for the Chair's position.

24. Term of Office

24.1 **Term:** Subject to Rule 24.2 and Rule 50, the term of office for all Tennis Auckland Board Members is three (3) years:

- a. beginning, at the commencement of the first Tennis Auckland Board meeting held after the AGM following which they were elected, or if appointed, the first Tennis Auckland Board meeting held after their appointment by the Tennis Auckland BAP; and
- b. ending immediately prior to the first Tennis Auckland Board meeting following the AGM held three (3) years after the commencement of their term.

24.2 **Staggered Terms:** The Tennis Auckland Board shall endeavour to stagger the number of Board Members who vacate office in any one year. Ideally at least two Board Member positions should be vacated each year. The BAP may offer an appointee to the Board a term of less than three years.

24.3 **Maximum Term:**

- a. A Board Member who is re-appointed or re-elected to the Tennis Auckland 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.
- b. Notwithstanding Rule 24.3(a) a Board Member may be considered for a fourth consecutive term of office on the grounds of exceptional circumstances proved to the satisfaction of the BAP and in the case of an Elected Board Member also proved to the satisfaction of Voting Members at an AGM. Any such re-appointment must follow the procedures set down in Rule 25.
- c. A Board Member who has reached the maximum term under Rule 24.3(a) or who has completed a fourth consecutive term of office under Rule 24.3(b) may only seek re-election after a stand-down period of three (3) years.

25. Tennis Auckland Board Election and Appointment Process

25.1 Election of Elected Board Members: Subject to Rule 50 the Elected Board members shall be elected by the following process:

- a. no later than ninety (90) Days prior to each AGM, the Manager 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 Board Appointments Panel ("the BAP"), shall be undertaken as specified in the Tennis Auckland Regulations;
- c. the BAP shall assess the nominees including undertaking such enquiries, interviews and due diligence as it sees fit and taking into account any relevant factors and any requirements specified in the Tennis Auckland Regulations. The BAP shall decide on those nominees it considers are suitable for the vacant Elected Board Member positions (referred to as "Suitable Nominees"). The 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 BAP and their nomination will be deemed to be withdrawn;
- d. the BAP shall prepare a written report for each AGM setting out the process it has undertaken, the nominees it considers are Suitable Nominees and the reasons for its decision;
- e. the Voting Members will be notified of the Suitable Nominees at the same time as the agenda for the AGM is sent to them;
- f. 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;
- g. an election shall be held even if there are the same or a lesser 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;
- h. except where Rule 26.1 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;
- i. 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

- j. if there are no Suitable Nominees, or a Majority of votes is not received where Rule 25.1(g) applies, for a vacant Elected Board Member position, it shall remain vacant and will be a Casual Vacancy (under Rule 26).

25.2 **Appointed Board Members:** Subject to Rule 50 the Appointed Board Members shall be appointed by the following process:

- a. no later than ninety (90) Days prior to each AGM, the Manager shall notify the Voting Members of the Appointed Board Member positions that are or will become vacant;
- b. the process for advertising vacant positions and the application process shall be as specified in the Tennis Auckland Regulations;
- c. the BAP shall assess nominations and applications including undertaking such enquiries, interviews and due diligence on nominees and applicants as it sees fit and taking into account any relevant factors and other requirements specified in the Tennis Auckland Regulations;
- d. the BAP will:
 - (i) appoint as Appointed Board Members the applicant or applicants that it considers are best suited for the vacant position or positions; and
 - (ii) prepare a written report for the Tennis Auckland Board setting out the process it has undertaken, the individual or individuals it has appointed and the reasons for its decision.
- e. The Manager shall notify all the Voting Members of the individuals who have been appointed as Appointed Board Members.

25.3 **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 BAP no suitable applicants, Rule 26 shall apply.

26. Casual Vacancies

26.1 If a Casual Vacancy arises in the position of a Tennis Auckland Board Member within six (6) months of the date scheduled for the AGM for that year, the remaining Tennis Auckland Board Members may either leave the position vacant until the AGM or request the Tennis Auckland BAP to fill the vacancy by appointing an individual who is eligible to be a Board Member under Rule 22. 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 Rule is for an Appointed Board Member, the term of office for that position is for the balance of the term of the vacated position.

26.2 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 BAP shall fill it as soon as practicable following the process in Rule 25.2. Adjustments to the process, including timing, may be made by the Tennis Auckland Board, and the appointment shall take effect upon the BAP's decision; or

- b. if the vacancy arises in an Elected Board Member position, it shall be filled following the process in Rule 25.1 at a General Meeting or a Resolution Outside of a Meeting. Adjustments to the process, including timing, may be made by the Tennis Auckland Board.

In either case, a Casual Vacancy filled under this Rule 26.2 shall be filled for the balance of the term of the vacated position.

27. Tennis Auckland Board Appointments Panel ("the BAP")

- 27.1 **Role:** The role of the Tennis Auckland Board Appointments Panel is to make independent assessments of nominees and applicants for vacant Tennis Auckland Board Member positions by undertaking its responsibilities under this Constitution and the Tennis Auckland Regulations.
- 27.2 **Composition:** The Tennis Auckland BAP shall comprise of the following individuals (who must each be eligible under Rule 22):
 - a. the Board Chair, or if they are seeking re-election or re-appointment to the Tennis Auckland Board, another Board Member as decided by the Tennis Auckland Board, (who is not seeking re-appointment or re-election to the Tennis Auckland Board);
 - b. one (1) individual who is the Members' Representative appointed in accordance with Rule 27.3;
 - c. one (1) individual appointed by the Tennis Auckland Board, who is independent of Tennis Auckland and is suitably skilled, qualified, or experienced to carry out the functions of the BAP, taking into account the skills, qualifications and experience of the other BAP members; and
 - d. if specified in the Tennis Auckland Regulations, one (1) other individual as decided by the Tennis Auckland Board to bring specific knowledge, experience or diversity to the BAP.
- 27.3 **Appointment of Members' Representative on the BAP:**
 - 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 BAP. Tennis Auckland 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 Tennis Auckland Board Member, Tennis Auckland 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.
- 27.4 **Eligibility for BAP:** No individual will be eligible to be a member of the BAP, or to remain on it, if the individual would not be Eligible to be a Tennis Auckland Board Member. In addition,

no member of the BAP may seek appointment as a Tennis Auckland Board Member while in office as a member of the BAP. If a member of the BAP does not remain Eligible to be a Tennis Auckland 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 Tennis Auckland Board Member.

- 27.5 **Appointment, Tasks and Procedures of the BAP:** The process for appointment of the Members of the BAP (including its convenor), the members' term of office, the timing and procedures of the BAP and other matters related to it, will be specified in the Tennis Auckland Regulations.
- 27.6 **Vacancies on Panel:** Any Casual Vacancy that arises in the membership of the BAP shall be filled with a replacement member appointed in accordance with Rule 27.2. If a Casual Vacancy arises in the Members' Representative on the BAP, the process in Rule 27.3 will apply, except that if an election is required, it shall be undertaken by Resolution Outside of a Meeting.

28. Tennis Auckland Board Meetings and Procedures

- 28.1 **Calling and Notice of Meetings:** Tennis Auckland Board meetings may be called on reasonable notice at any time by the Board Chair 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 Tennis Auckland Board shall meet regularly as agreed by the Tennis Auckland Board.
- 28.2 **Procedure:** Except to the extent specified in this Constitution and the Tennis Auckland Regulations, the Tennis Auckland Board may regulate its own procedure.
- 28.3 **Method of Meetings:** Tennis Auckland Board may be held by a quorum of Tennis Auckland Board Members (under Rule 28.5):
- a. being physically present together at the time and place appointed for the Tennis Auckland Board's meeting;
 - b. participating in the meeting by means of audio link, audiovisual link or other electronic means.
- 28.4 **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 Tennis Auckland Board Members will be valid as if it had been passed at a meeting of the Tennis Auckland Board. Any such resolution may consist of several documents in the same form each time by one or more Board Members.
- 28.5 **Quorum:** For a Tennis Auckland Board meeting, or a Board resolution outside of a meeting, the quorum is fifty percent (50%) (rounded up to the nearest whole number) of the total number of Tennis Auckland 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 28.3 or Rule 28.4, as applicable.
- 28.6 **Voting:** Each Tennis Auckland Board Member (excluding any co-opted Board Member) is entitled to one (1) vote on every motion or resolution at any Tennis Auckland Board meeting or on any Board resolution outside of meeting. Voting at Tennis Auckland Board meetings (which may include electronic voting) will usually be by voice, show of hands or, if requested

by any Tennis Auckland Board Member, secret ballot. Proxy voting is not permitted at Tennis Auckland Board meetings. In the event votes are tied, the Chair of the meeting is entitled to a casting vote.

- 28.7 **Majority:** Unless specified otherwise in this Constitution, a motion or resolution of the Tennis Auckland Board shall be approved if a Majority of Tennis Auckland Board Members are in favour of it. For meetings this means a majority of the Tennis Auckland Board Members in attendance. For Resolutions Outside of Meetings this means a majority of Tennis Auckland Board Members.

29. Interests and Conflicts of Interest

- 29.1 **Register of Interests:** The Tennis Auckland Board must keep a Register of Interest disclosures made by Tennis Auckland Officers including members of Sub-Committees and Advisory Groups.
- 29.2 **Duty to disclose interest:** An Tennis Auckland Officer is interested in a Matter relating to Tennis Auckland if they or any family member or any associated entity as described under the Act may obtain a financial benefit from the Matter. That Officer 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 Tennis Auckland Board, as soon as practicable after the Officer becomes aware that they are Interested in the Matter. The interest shall be included in the Register of Interests.
- 29.3 **Consequences of being interested:** A Tennis Auckland Board Member who is Interested in a Matter:
- a. must not vote or take part in a decision of the Tennis Auckland Board relating to the Matter, unless all non-interested Tennis Auckland 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 Tennis Auckland Board Members consent;
 - c. must not take part in any Tennis Auckland Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Tennis Auckland 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.
- 29.4 **Calling of SGM:** Despite Rule 29.3, if fifty percent (50%) (rounded up to the nearest whole number) or more of the total number of Tennis Auckland Board Members are Interested in a Matter, an SGM must be called (under Rule 35.8) to consider and determine the Matter.
- 29.5 **Notice of failure to comply:** The Tennis Auckland Board must notify Members of a failure to comply with Rule 29, and of any transactions affected, as soon as practicable after becoming aware of the failure.

30. Suspension and Removal of Tennis Auckland Board Member

- 30.1 **Suspension:** If a Tennis Auckland Board Member has been given notice of, or charged with any of the following, the remaining Tennis Auckland Board Members may suspend that Member from the Tennis Auckland Board, pending the determination of the allegation, notice or charge. A suspension may only be imposed following reasonable enquiries by the

Tennis Auckland Board and giving the Tennis Auckland Board Member concerned a right to be heard:

- a. a Tennis Auckland 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 Board Member of any circumstances which if made will result in them not being Eligible to be a Tennis Auckland Board Member;
- b. a Tennis Auckland Board Member is given notice of a proposal to suspend, terminate or impose any other sanction on that individual as a Member;
- c. a Tennis Auckland Board Member is alleged to have breached any of the duties as a Tennis Auckland Officer under Sections 54 to 60 of the Act.

30.2 **Removal of a Board Member:**

- a. A Tennis Auckland Board Member may be removed from the Tennis Auckland Board before the expiration of their term of office if the Tennis Auckland Board considers, by Special Majority, that the Tennis Auckland Board Member:
 - i. has materially breached any of their duties under Section 54 – 60 under the Act;
 - ii. did not, or is unable to, materially comply with this Constitution, the Tennis Auckland Regulations or any rule, code, standard, resolution, decision, policy, or procedure decided by the General Meeting or the Tennis Auckland Board;
 - iii. has engaged in Misconduct or acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of Tennis Auckland or;
 - iv. has been suspended or terminated as a Member, or had a sanction imposed, by a Member Organisation, or TNZ.
- b. Before any decision for removal is made by the Tennis Auckland Board, the Tennis Auckland Board Member concerned shall:
 - i. be given no less than fourteen (14) Days' written notice by the Tennis Auckland 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 Tennis Auckland Board.

31. **President and Vice President**

31.1 **Role:** The role of the President in co-operation with the Tennis Auckland Board, is to be a figurehead of Tennis Auckland and provide a non-governance connection between the Members and Tennis Auckland. The role of the Vice President is to support the President.

31.2 **Process for Appointment:** The President and Vice President will be elected at the AGM. To be eligible for election individuals must be nominated in writing to the Tennis Auckland Board no less than forty- five (45) days before the AGM by two Member Clubs and seconded by the Emeritus Committee.

- 31.3 **Eligibility:** Any person seeking to be, President, or Vice President must be Eligible under Rule 22 on the same basis as that is applicable to Tennis Auckland Board members.
- 31.4 **Term:** The term of office for the President and Vice President is one (1) year commencing at the conclusion of the AGM at which they are appointed and ending at the conclusion of the next AGM.
- 31.5 **Rights and Obligations:** The President and Vice President have the same rights, entitlements and obligations as a Tennis Auckland Life Member.
- 31.6 **Board Meetings.** The President or in his absence the Vice-President will be invited to attend Board Meetings. The President will have speaking rights, but has no voting rights.

32. Tennis Auckland Manager

- 32.1 **Role:** There shall be a Manager of Tennis Auckland who is appointed by the Tennis Auckland Board.
- 32.2 **Directions:** The Manager, under the direction of the Tennis Auckland Board, is responsible for the day-to-day management and supervision of the operations and affairs of Tennis Auckland. The Manager shall act within the delegated authority and limitations set by the Tennis Auckland Board.
- 32.3 **Attendance at Tennis Auckland Board Meetings:** The Manager will ordinarily be invited to attend Tennis Auckland Board meetings and has speaking rights but has no voting rights.

32a Emeritus Committee

- 32a.1 **Role:** There shall be an Emeritus Committee consisting of four (4) individuals elected at an AGM and one (1) individual appointed by the Tennis Auckland Board. Nominations for election to the Emeritus Committee shall:
- a. be in writing and signed by two Member Clubs proposing and seconding the nomination, and
 - b. be confirmed by the nominee, in writing, to the Manager, and
 - c. be with the Manager at least thirty (30) days before the AGM.
- 32a.2 All members of the Emeritus Committee must be eligible under Rule 22 on the same basis as is applicable to a Board Member.

33. Contact Person

The Tennis Auckland Board shall appoint or reappoint not less than one (1), and a maximum of three (3), individuals to be the contact person(s) for Tennis Auckland under the Act.

34. Indemnity and Insurance

- 34.1 Tennis Auckland indemnifies its current and former Tennis Auckland Officers, Members and employees as permitted by the Act.
- 34.2 Tennis Auckland may effect insurance for its current and former Tennis Auckland Officers, Members and employees as permitted by the Act, if approved by the Tennis Auckland Board.

- 34.3 Tennis Auckland is authorised to indemnify an Officer under the Act or effect insurance for an Officer under the Act for the following matters:
- a. liability (other than criminal liability) for a failure to comply with a duty under 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.

PART IV - GENERAL MEETINGS

35. Meetings of Members

35.1 **Annual General Meeting (AGM):** Tennis Auckland 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 Tennis Auckland Board.

35.2 **Special General Meeting (SGM):** Any other General Meeting of the Members is a SGM.

35.3 **Method of General Meetings:** A General Meeting may be held by a quorum of Delegates (under Rule 35.13), by any one of the following methods as decided by the Tennis Auckland Board:

- a. being physically present together at the time and place appointed for the meeting;
- b. participating in the meeting by means of audio link, audiovisual link or other electronic means; or
- c. by a combination of both the methods in Rule 35.3a and Rule 35.3b.

Participation by any of these methods will count as the presence of that individual at the meeting for the purposes of this Constitution.

35.4 **Notice of AGM:** The Manager shall give not less than sixty (60) Days' written notice of an AGM to the Tennis Auckland Voting Members. 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 Voting Members wishing to attend, is to be received by the Manager; and
- c. the process and closing date(s) for Voting Members to submit (in writing) to the Manager any items of business (under Rule 35.5).
- d. The date and time by which notification of the appointment of proxies is to be received by the Manager.

35.5 **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 Tennis Auckland Board, must be received by the Manager by the closing dates specified in the Notice of the AGM (Rule 35.4). These closing dates shall not be less than thirty (30) Days before the date set for the AGM, except for motion(s) or resolutions(s) to amend this Constitution, which must be received by the Manager not less than forty-two (42) days before the date set for the AGM.

35.6 AGM Agenda:

- a. Not less than twenty-one (21) Days' written notice of the agenda for each AGM shall be given by the Manager to the Tennis Auckland Voting Members. The agenda shall set out the business to be discussed at the AGM in accordance with Rule 35.7.. All relevant information required to inform the business set out in Rule 35.7 shall be provided to Voting Members with the agenda.
- 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.

35.7 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 Tennis Auckland Officers;
- c. approval of any Major Transactions recommended by the Tennis Auckland Board;
- d. election for any vacant Elected Board Member positions;
- e. appointment or election (if required) of the Members' Representative on the Board Appointments Panel;
- f. approval of the Auditor for the next Financial Year;
- g. election of the President and Vice-President;
- h. appointment of any Tennis Auckland Life Members as recommended by the Tennis Auckland Board;
- i. approval of the Tennis Auckland Membership Fee in accordance with Rule 16;
- j. any motion or resolution(s) proposing to amend this Constitution; and
- k. any other items of business that have been properly submitted.

35.8 Calling a SGM: The Manager shall call a SGM as soon as reasonably practicable after receiving a written request from the Tennis Auckland Board or five (5) or more of the total number of Voting Members. 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.

35.9 Notice of SGM: Not less than twenty one (21) days' written notice of a SGM shall be given by the Manager to the Tennis Auckland Voting Members unless the purpose of the SGM is to propose amendments to this Constitution, in which case not less than forty-two (42) Days' written notice must be given. 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 Tennis Auckland Board);
- b. the date and time by which notification shall be received by the Manager of the names of the Voting Members Delegates, who will be attending the SGM; and
- c. the proposed motion(s) or resolution(s) that are permitted, and properly submitted for consideration.
- d. The date and time by which notification of the appointment of proxies is to be received by the Manager.

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

- a. two (2) delegates representing each LTP (and its Members), who may attend, speak (including moving and seconding motions or resolutions) and vote at the General Meeting. One (1) of these Delegates shall be appointed by each LTP as the Voting Delegate for the meeting;
- b. two (2) Delegates representing each Club (and its Members) if such Club is not a member of a LTP, who may attend, speak (including moving and seconding motions or resolutions) and vote at the General Meeting. One (1) of these Delegates shall be appointed by each Club as the Voting Delegate for the meeting;
- c. two (2) Delegates representing each LAO who may attend, speak (including moving and seconding motions or resolutions) and vote at the General Meeting. One (1) of these Delegates shall be appointed by each LAO as the Voting Delegate for the meeting;
- d. Tennis Auckland Board Members, the President, the Vice President, the immediate Past President, the Chair Person of the Emeritus Committee and Tennis Auckland Life Members who may attend, speak (including moving and seconding motions or resolutions), and vote at the General Meeting, but may not hold a proxy for any voting member (except the Chair under Rule 36.7);
- e. any Member, or representative of a Non-Voting Member. They are not entitled to speak unless invited to do so by the Chair, move or second motions or resolutions, nor 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 Manager of their proposed attendance;
- f. any other individuals invited by the Tennis Auckland Board, including Tennis Auckland employees. 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, to vote or hold a proxy for any Voting Member; and
- g. any other individual entitled to do so by law or under the Act.

35.11 Notice of Delegates: Notice of the Delegates' appointments, (signed by an authorised representative of the Voting Member which each Delegate represents), shall be received by the Manager not less than three (3) Working Days before each General Meeting. Voting Members may replace their Delegate(s) by giving written notice to the Manager (signed by an authorised representative of their Voting Member) prior to the commencement of the meeting. Tennis Auckland Officers and Tennis Auckland Life Members can not be delegates.

35.12 **Not Financially Current:** A Member which is not Financially Current may attend General Meetings and receive notice of 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.

35.13 **Quorum:** A quorum for a General Meeting is;

- a. not less than half the Voting Members entitled to vote either being present by their Voting Delegates or by proxy; or
- b. such number of Delegates who together represent 40% or more of the Member Clubs

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 Tennis Auckland 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 Tennis Auckland Board. If a quorum is not reached within thirty (30) minutes of its scheduled commencement time at the third General Meeting, the Delegates present will be deemed to constitute a valid quorum and the meeting may proceed. No other business other than that stated for the original meeting shall be transacted at this third General Meeting unless fourteen days notice has been given in writing to all Members and persons entitled to attend.

35.14 **Chair of Meeting:** The President or Board Chair will chair all General Meetings. If they are unavailable, or a motion or resolution concerns them, the Deputy Chair or Vice President will chair the meeting while the Chair is unavailable. If the Vice President or Deputy Chair are also unavailable, or the motion or resolution concerns them, a Tennis Auckland Board Member appointed by the Tennis Auckland Board will chair the meeting, while they are unavailable.

35.15 **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 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.
- c. the business of that meeting does not include any changes to this Constitution.

35.16 **Minutes:** Minutes of all General Meetings shall be kept and posted on the Tennis Auckland's Website. They shall also be available upon request by any Member in accordance with the Act.

35.17 **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 and any Tennis Auckland Regulations.

36. Voting at General Meetings

- 36.1 **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). The President, Vice President, Immediate Past President, the Chair Person of the Emeritus Committee and each Life Member shall be entitled to one (1) vote each.
- 36.2 **Value of Vote:** The value of a vote cast by the Voting Delegate for each LTP, Club (if it is not represented by a LTP) and LAO 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 LTP, Club and LAO; plus
 - i. if a LTP or Club, one (1) vote for every 50 of its Individual Members who are Financially Current with their Applicable Governing Member Organisation registered on the National Database as at 31 March prior to the meeting.
 - ii. if a LAO, one (1) vote for every 100 of its Individual Members who are Financially Current with their Applicable Governing Member Organisation registered on the National Database as at 31 March prior to the meeting.
- 36.3 **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.
- 36.4 **Decisions by Special Majority:**
- a. Any motions or resolutions of the nature described in Rule 36.4b 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 44;
 - 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.
- 36.5 **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.
- 36.6 **Method of Voting:** Voting at General Meetings shall be conducted by voices, show of hands, or ballot, as decided by the Chair, or by secret ballot as specified in this Constitution, (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.
- 36.7 **Proxies:** Voting Delegates may exercise their vote and be deemed present at a General Meeting, either by their attendance in accordance with Rule 35.3, or by giving their Voting Member's vote to the Chair of the General Meeting or another Voting Delegate as their proxy. Only Voting Delegates or the Chair of the General Meeting may hold proxies. Each

proxy shall direct the proxy holder how to vote on each motion, resolution or in an election. Proxies shall be in writing and be notified to the Manager ahead of the meeting. 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.

36.8 **Scrutineers:** For a secret ballot, two scrutineers must be appointed at the General Meeting to count the votes. The scrutineers shall destroy the voting papers, and delete the record of all electronic votes, at the conclusion of any meeting where ballot papers were used.

36.9 **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.

37. Resolutions Outside of Meetings

37.1 **Types of Resolutions:** Decisions of Voting Delegates may be made outside of General Meetings for Casual Vacancies arising, the Auditor, the Members' Representative on the BAP, 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 Tennis Auckland Board considers should be decided within thirty (30) Days or less, or in the case of an Urgent Resolution, within seven (7) Days.

37.2 **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 Manager to the Voting Members 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 Tennis Auckland 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 Manager 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 they would 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 Manager, by the date and time set out on the notice in Rule 37.2a;
- e. not less than two (2) Scrutineers shall be appointed by the Tennis Auckland Board;
- 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 25.1; and

- g. the Board Chair 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.

38. Delegates Meetings and Forums

38.1 Delegates Meetings

38.1.1 Tennis Auckland shall hold at least one meeting of delegates of Voting Members each financial year ("Delegates Meetings"). The meeting may be held using any of the methods in Rule 35.3 or a combination thereof.

38.1.2 The notice, time and place of a Delegates Meeting and the business to be transacted shall be sent to each Voting Member by the Manager at least fourteen (14) days prior to the date of the meeting.

38.1.3 Rule 35.10 to 35.17 and Rule 36 with any necessary modifications and subject to Rule 38.1.4 below shall apply to a Delegates Meeting.

38.1.4 Where a quorum as set out in Rule 35.13 is present at a Delegates Meeting any resolutions required to be passed at a General Meeting may be passed by the Delegates Meeting provided that such resolutions were set out in the notice of the meeting, otherwise Rule 35.13 shall not apply.

38.1.5 A Delegates Meeting may not make any amendments to this Constitution.

38.1.6 Five (5) or more Member Clubs or a LTP may request in writing that Tennis Auckland hold a Delegates Meeting. The request shall set out the business to be transacted at that meeting. The Manager shall forthwith arrange such a Delegates Meeting.

38.2 Forums

Tennis Auckland may hold such informal meetings of Members ("forums") as it believes to be necessary or desirable to full inform Members on Tennis Auckland or TNZ matters, to assist Member Clubs or to seek the views of Members. The Manager shall advise all Members of the date, time, place and purpose of the forum. Tennis Auckland may adopt any procedure that it considers appropriate for any particular forum including using any of the methods in Rule 35.3(a) to (c) or a combination thereof. No quorum shall be required for any forum.

PART V - FINANCIAL MATTERS

39. Application of Income

The funds and property of Tennis Auckland shall be:

- a. controlled, managed, invested and disposed of by the Tennis Auckland Board, subject to this Constitution; and
- b. devoted solely to the promotion of the Tennis Auckland Purposes.

40. Financial Year

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

41. Annual Report and Annual Financial Statements

- 46.1 The Tennis Auckland Board shall prepare an Annual Report for presentation to the AGM.
- 46.2 The Tennis Auckland Board shall also present audited Annual Financial Statements for the preceding Financial Year to each AGM.

42. Audit and Auditor

Tennis Auckland's financial statements will be audited each year. The Tennis Auckland Board will recommend the Auditor to be approved by Members at the AGM.

43. No Personal Benefit

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

PART VI – OTHER MATTERS

44. Amendments to the Constitution

- 44.1 Subject to Rule 44.4, 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.
- 44.2 Notice of an intention to amend this Constitution shall be given to the Manager:
 - a. by a Voting Member entitled to vote or the Tennis Auckland Board, no later than forty-two (42) Days prior to a General Meeting; or
 - b. by the Tennis Auckland 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.
- 44.3 No addition to, deletion from, or amendment to this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 44.4 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 Tennis Auckland 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 Tennis Auckland 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 Tennis Auckland Board decides, the Tennis Auckland Board may make that amendment. If it does receive an objection, the Tennis Auckland Board may not make the

amendment without a valid Resolution in a General Meeting or by written Resolution or otherwise in accordance with this Constitution.

45. Regulations

- 45.1 Subject to Rule 45.2, the Tennis Auckland Board may make, amend, or repeal Tennis Auckland Regulations as it considers necessary or desirable, provided they are consistent with the Purposes of Tennis Auckland, and not contrary to this Constitution, the Act or other laws.
- 45.2 Before making, amending, or repealing any Tennis Auckland Regulation, the Tennis Auckland Board shall provide the Voting Members with its proposal to make, amend or repeal a Tennis Auckland Regulation and provide not less than sixty (60) Days' notice for them to provide written feedback on the proposal to the Tennis Auckland Board. If the proposed amendments are minor, clerical or typographical, such consultation is not required. Any proposal to make, amend or repeal a Tennis Auckland Regulation shall also be posted on the Tennis Auckland's Website.
- 45.3 All Tennis Auckland Regulations and any amendments to them, shall be notified to all Members and published on the Tennis Auckland's Website. Tennis Auckland Regulations are binding on Tennis Auckland, Tennis Auckland Officers, and all Members, unless expressly stated otherwise.
- 45.4 A Tennis Auckland 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 35.8. Unless the motion or resolution provides otherwise, any such amendment or revocation shall take immediate effect but cannot be applied retrospectively.
- 45.5 To the extent of any inconsistency between this Constitution, any Tennis Auckland Regulation, the TNZ Constitution, or any TNZ Regulations, the following shall prevail in this order of priority: this Constitution, the applicable Tennis Auckland Regulations, the TNZ Constitution and the TNZ Regulations,.

46. Liquidation or Dissolution

- 46.1 The Tennis Auckland 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 Tennis Auckland from the Register of Incorporated Societies; or
 - c. for the distribution of Tennis Auckland's surplus assets.
- 46.2 A motion or resolution in Rule 46.1 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.
- 46.3 Following liquidation or dissolution the surplus assets of Tennis Auckland, after the payment of all costs, debts, and liabilities, may only be given or transferred to another not-for-profit Incorporated Society registered under the Act that shares similar purposes to Tennis Auckland and is also a registered charity under the Charities Act.

47. Matters Not Provided For

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

48. Complaints and Disputes

48.1 In this Rule 48:

- a. **Dispute** means a disagreement or conflict between and among any one or more Members, or any one or more Tennis Auckland, Officers and Tennis Auckland, that relates to an allegation that:
 - i. a Member or a Tennis Auckland Officer has engaged in Misconduct;
 - ii. a Member or a Tennis Auckland Officer has breached, or is likely to breach, a duty under this Constitution or the Act;
 - iii. Tennis Auckland 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 48.5 to Rule 48.7;
- c. a **Member** is a reference to a Member acting in their capacity as a Member; and
- d. a **Tennis Auckland Officer** is a reference to an Officer acting in their capacity as an Officer.

48.2 **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.

48.3 **Application of other procedures:** If the Dispute is dealt with by another procedure under the TNZ Constitution, TNZ Regulations, this Constitution or Tennis Auckland Regulations or the rules of a Related Organisation (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure.

48.4 **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 48.5 to Rule 48.7 shall apply to the Dispute.

48.5 Disputes Procedure - Raising a Complaint

- a. A Member or a Tennis Auckland Officer may commence the Disputes Procedure by giving written notice (a Complaint) to the Tennis Auckland Board setting out:
 - i. the allegation relating to the Dispute and who the allegation is against; and
 - ii. any other information reasonably required by Tennis Auckland.
- b. Tennis Auckland may make a Complaint involving an allegation of a Dispute against a Member or a Tennis Auckland Officer by giving notice to the Member or Tennis Auckland 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 to enable them to prepare a response.

48.6 Temporary Suspension:

- a. Tennis Auckland may temporarily suspend the membership of the Member against whom the complaint is made and/or set such conditions as it considers necessary or appropriate pending the final determination of the Dispute.
- b. Such a temporary suspension may only be imposed following reasonable enquiries by Tennis Auckland and giving the Member concerned a right to be heard by Tennis Auckland.

48.7 Disputes Procedure - Investigating and Resolving Disputes

- a. Unless otherwise provided, Tennis Auckland 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. Tennis Auckland may decide not to proceed with a Dispute if:
 - i. it is not a Dispute as defined in Rule 48.1 including that it is not within the jurisdiction of Tennis Auckland under this Constitution;
 - ii. the Complaint is trivial or appears to be without foundation or there is no apparent evidence to support it;
 - iii. the individual who makes the Complaint has an insignificant interest in the matter and Tennis Auckland decides not to pursue the complaint on behalf of Tennis Auckland instead;
 - iv. the issue giving rise to the Dispute has already been investigated and dealt with under this Constitution or Other Procedure; or
 - v. there has been an undue delay in making the Complaint.
- d. Tennis Auckland may refer a Dispute to:
 - i. a hearing body or individual authorised, delegated or appointed by the Tennis Auckland 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 Tennis Auckland Board or an external individual to investigate and report to the Tennis Auckland Board, following which, the Tennis Auckland Board may refer the matter to consensual dispute resolution or to a Hearing Body or decide the outcome of the Dispute itself.
- e. The Tennis Auckland 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 Tennis Auckland 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 Tennis Auckland 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 Tennis Auckland Officer who, or Tennis Auckland which, made the Complaint (**Complainant**), shall be given a reasonable opportunity (orally or in writing as determined by the Hearing Body) to be heard before the Dispute is resolved or any outcome is determined.
- h. The Member or Tennis Auckland Officer who, or Tennis Auckland which, is the subject of the Complaint (**Respondent**) shall also be given a reasonable opportunity (orally or in writing as determined by the Hearing Body) to be heard before the Dispute is resolved or any outcome is determined.
- i. Tennis Auckland or a Hearing Body may impose such sanctions, including termination, as it considers appropriate. A decision to terminate Membership may be appealed to an SGM called for that purpose and may only be overturned by a Special majority in favour of the motion at the SGM.

48.8 **Appeals:** Unless this Constitution, any Tennis Auckland Regulations, the TNZ Constitution, or TNZ Regulations provides otherwise, there is no right of appeal or right of review of a decision about a Dispute.

48.9 **Decisions Binding:** Decisions and awards by any Tennis Auckland's Hearing Body and any hearing bodies, international Tennis bodies and CAS as referred to in the TNZ Constitution are binding on Tennis Auckland and all Members.

48.10 **Reinstatement:**

- a. Membership that has been terminated under this Constitution may be reinstated at the discretion of the Tennis Auckland Board, within such period as it considers appropriate. In deciding whether to reinstate a Member, the Tennis Auckland 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. Reinstatement to Membership under this Rule shall mean the individual or entity is reinstated to Membership of Tennis Auckland and the Applicable Member Organisations, without the need for separate application to each entity.

48.11 **Consequences of Suspension or Termination of Membership:** Where any Member's Membership is suspended or terminated by Tennis Auckland or an Applicable 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 Tennis Auckland 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 Tennis Auckland Regulations and the Applicable Member Organisations constitutions and regulations;
- d. the Member shall not make any claim upon Tennis Auckland or any other Applicable Member Organisation, and their property, nor use any of their property, including their 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 Tennis Auckland, or any Applicable Member Organisation (including any committee of any of them);
- 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 Applicable Member Organisation 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, Tennis Auckland or any Applicable Member Organisation (including any committee of any of them).

PART VII – TRANSITION AND DEFINITIONS

49. Transition of Existing Members

- 49.1 **Existing Tennis Auckland Life Members:** Individuals who were granted Tennis Auckland Life Membership prior to the Commencement Date, will remain as Tennis Auckland Life Members, subject to this Constitution.
- 49.2 **Existing Associations:** The Counties Tennis Association (Counties) is an existing Tennis Association as at the Commencement Date. Subject to this Constitution, Counties will remain a Member but by no later than 20 January 2026, Counties shall apply to Tennis Auckland, if it wishes to become a Member as an LTP. The application will be assessed and decided in accordance with Rule 6.
- 49.3 **Existing Clubs:**
 - a. The Tennis Clubs listed in Schedule 1 are existing Clubs (whether or not existing Members of Tennis Auckland or Counties), as at the Commencement Date and will remain Members of Tennis Auckland or Counties pending an application under Rule 39.b.
 - b. Subject to Rule 49.3.c each existing Club shall apply under Rule 7 to its applicable LTP or if none, to Tennis Auckland for continuing Membership as a Club. For the purposes of such an application Rule 7.1.a shall be read as requiring that an existing Club need only have at least 10 current individual members (excluding individual casual Members).
 - c. The application under Rule 49.3.b, shall be made after the applicable LTP (if any), or Tennis Auckland has been admitted as a Member of TNZ and before 5 April 2026.
 - d. Any application for Membership as a Club made after 5 April 2026 shall meet the full requirements of Rule 7.

- 49.4 **Existing LAOs:** LAOs that wish to become Members of the Applicable Member Organisations, shall apply to their Applicable NAO (if any), or if none, their Applicable LTP (if any), or if none, Tennis Auckland, for Membership. The timing and process for doing so shall be the same as for Clubs (under Rule 49.3).

50. **Board Members**

- 50.1 Any Board Member who was elected or appointed to the Tennis Auckland Board under the previous Constitution shall continue in office.

51. **Application of Rules in Transition**

- 51.1 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 Tennis Auckland Board.
- 51.2 TNZ Regulations setting out the process and timing of the transition for Members to comply with the TNZ Constitution shall apply.

52. **Transition of Regulations, Policies, and Procedures**

- 52.1 All regulations, rules, codes, standards, policies and procedures of Tennis Auckland that were in force immediately prior to this Constitution or any Previous Constitution coming into force, will continue in force, until such time as they are revoked by Tennis Auckland Board.

53. **Definitions and Interpretation**

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

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

AGM means the **Annual General Meeting** of Tennis Auckland as described in Rule 35.1. 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.

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, Tennis Auckland, Applicable NAO, AMTA or TNZ;
- b. for a Club; it is the Applicable LTP or if none, Tennis Auckland;
- c. for a LTP; it is Tennis Auckland;
- d. for a LAO; it is the Applicable NAO or AMTA (as applicable), or if none, the Applicable LTP, or if none, Tennis Auckland; and
- e. 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 Tennis Auckland.

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), Tennis Auckland and TNZ;
- b. for an Individual Member whose Applicable Governing Member Organisation is a LTP, means the Applicable LTP, Tennis Auckland and TNZ;
- c. for an Individual Member whose Applicable Governing Member Organisation is Tennis Auckland, means Tennis Auckland and TNZ;
- d. for an Individual Member whose Applicable Governing Member Organisation is a LAO, means the Applicable LAO, the Applicable LTP (if any), Tennis Auckland, the Applicable NAO or AMTA (as applicable) and TNZ;
- e. for an Individual Member whose Applicable Governing Member Organisation is a 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), Tennis Auckland and TNZ;
- h. for a LTP, means Tennis Auckland and TNZ;
- i. for a LAO means the Applicable LTP (if any), Tennis Auckland, the Applicable NAO or AMTA (as applicable), and TNZ; and
- j. for Tennis Auckland and a NAO means TNZ

Appointed Board Member means an individual who is appointed to the Tennis Auckland Board in accordance with Rule 25.2 or Rule 50 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 Tennis Auckland, as the context requires, and includes, Officers, other individuals holding office, members of committees, boards, administrators, and tournament officials, except that the Tennis Auckland manager, employees of Tennis Auckland and the Members of the Tennis Auckland BAP, and the equivalent positions at any Member Organisation, are not Appointed Personnel.

Board and **Tennis Auckland Board** means the Tennis Auckland Board as described in Rule 21, and for the period specified in Rule 50, the Tennis Auckland Board in transition, unless specified otherwise.

Board Appointments Panel and **BAP** means the panel described in Rule 27.2

Board Members means the Elected Board Members, Appointed Board Members and any co-opted Board Member of the Tennis Auckland Board, unless stated otherwise.

Casual Vacancy means a vacancy which arises:

- a. when a Committee Member does not serve their full term of office for any reason;
- b. where the office holder is no longer eligible to remain in office as specified in this Constitution;
- c. where there are insufficient applications for the available positions of Elected Board Members and the position is not filled following an election; or

- d. 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, or without reasonable excuse.

Club means an entity which is a Member of the Applicable Member Organisations as described in Rule 7.

Commencement Date means the date this Constitution came into force.

Constitution means this constitution, unless stated otherwise.

Delegate means an individual who represents a Voting Member as described in Rule 35.10.

Elected Board Member means a Board Member elected to the Tennis Auckland Board in accordance with Rule 27.1 or Rule 50.

Electronic Voting means a vote made by email or an online or electronic process, in the manner provided by the Tennis Auckland Board, and received by the Scrutineers by email, online or electronically at the specified address

Eligible means any individual other than one who has:

- a. 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;
- b. been found by TNZ, or any other TNZ 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
- c. not satisfied any other eligibility requirements specified in the TNZ Constitution or the TNZ Regulations.

Emeritus Committee means the Emeritus Committee established under Rule 32A of this Constitution.

Existing Clubs means the Clubs listed in Schedule 1.

Financial Year has the meaning given to it in Rule 40.

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 and Tennis Auckland's General Meetings mean an AGM or SGM of Tennis Auckland.

Individual Member means an individual who is a Member of Tennis Auckland under Rule 11.

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 Tennis Auckland or relating to any event, competition, activity, or programme conducted, promoted, or administered by Tennis Auckland, and includes the Tennis Auckland's Brand.

ITF means the International Tennis Federation.

LAO means a **Local Affiliated Organisation** which is a Member of Tennis Auckland and the Applicable Member Organisations, as described in Rule 8.

LTP means a **Local Tennis Partner** which is a Member of Tennis Auckland and the Applicable Member Organisations, as described in Rule 6.

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 Tennis Auckland.

Manager means the individual, by whatever title, appointed by the Tennis Auckland Board under Rule 32.

Member means a Member of Tennis Auckland, or a Member of a Member Organisation or the Applicable Member Organisations, as the context requires.

Member Management System means an online or electronic system into which Membership and personal information is collected by TNZ, Tennis Auckland or a Member Organisation for membership purposes, and used to provide required information to the National Database.

Member Organisation means a LTP, LAO, Club, or any other body that is a Member of Tennis Auckland as specified in Rule 5.

Misconduct includes, but is not limited to, conduct (whether in person, online or otherwise) by an individual who:

- a. uses any profane, indecent or improper language at any event, function or activity of the Tennis Auckland or any Applicable Member Organisation, or whilst on the property of the Tennis Auckland or any Applicable Member Organisation;
- b. engages in offensive or insulting behaviour towards the Tennis Auckland or any Applicable Member Organisation, or any individual acting for or on behalf of the Tennis Auckland, at any time or place;
- c. has breached any Rule or provision of any applicable Constitution, Regulation etc., or reasonable direction, or any applicable decision of any body with proper jurisdiction;
- d. has acted in a manner unbecoming of a Member, or which has brought or could bring Tennis Auckland into disrepute, or has damaged the rights or interests of Tennis Auckland and its Members.

NAO means a **National Affiliated Organisation** which is a Member of TNZ as specified in the TNZ Constitution.

National Approved Programmes means Tennis or Tennis Related Programmes and activities developed by Tennis New Zealand.

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

Officer means the Tennis Auckland Board Members including any co-opted Board Member and the Manager.

Regional Collective Area means the area within which a group of RTOs work together to carry out certain responsibilities regionally as described in the TNZ Constitution.

Related Entity means a society, trust, company, partnership, or other body corporate in which a Member Organisation has a legal interest.

Resolution Outside of a Meeting means a decision of the Voting Members made in the manner described in Rule 37 and **Resolutions Outside of Meetings** has the same meaning.

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

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.

Services and Programmes means Tennis or Tennis related activities, programmes, services, tournaments, competitions and other Tennis related events and does not include Nationally Approved Services and Programmes, unless specified otherwise.

SGM means a **Special General Meeting** of Tennis Auckland as described in Rule 35.2.

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 Tennis Auckland Board meeting, (as applicable).

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, Padel, beach tennis, e-sports as decided by the TNZ Board.

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

TNZ Member Organisation means any RTO, LTP, Club, NAO, the AMTA, or LAO that is a Member of TNZ including any of the Tennis Auckland's Member Organisations.

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

Tennis Auckland means [full legal name, (# registration number)] and where relevant, includes its Officers, Board Members, employees, contractors and agents.

53.1 **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 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.

53.2 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 their physical or electronic address;
 - ii. if to Tennis Auckland, to email address info@tennisauckland.co.nz, or by post to Tennis Auckland's registered office set out in the Register.
- b. A notice is deemed to have been received:
 - i. if given by post, when left at the address of a person 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 Tennis Auckland Website; at the date and time it is posted;

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.

SCHEDULE 1 – EXISTING CLUBS

Full Legal Name (Society registration number)	Status under Previous Constitution	Known As
BLOCKHOUSE BAY LAWN TENNIS CLUB INCORPORATED - 221755	MEMBER CLUB	BLOCKHOUSE BAY TC
BRIDGE PARK TENNIS CLUB INCORPORATED - 2541497	MEMBER CLUB	BRIDGE PARK TC
BUCKLANDS & EASTERN BEACHES TENNIS CLUB INCORPORATED - 221472	MEMBER CLUB	BUCKLANDS BEACH TC
CAMPBELL PARK TENNIS CLUB INCORPORATED - 221416	MEMBER CLUB	CAMPBELL PARK TC
CLEVEDON LAWN TENNIS CLUB INCORPORATED - 221942	MEMBER CLUB	CLEVEDON TC
COCKLE BAY TENNIS CLUB INCORPORATED - 222476	MEMBER CLUB	COCKLE BAY TC
DUNHOLME LAWN TENNIS CLUB INCORPORATED - 221623	MEMBER CLUB	DUNHOLME TC
EAST TAMAKI DOMAIN TENNIS CLUB INCORPORATED - 2744553	MEMBER CLUB	EAST TAMAKI TC
EDEN EPSOM TENNIS AND SQUASH CLUB INCORPORATED - 221382	MEMBER CLUB	EDEN EPSOM TC
GLADSTONE TENNIS CLUB INCORPORATED - 221525	MEMBER CLUB	GLADSTONE TC
THE GLEN EDEN TENNIS CLUB INCORPORATED - 221423	MEMBER CLUB	GLEN EDEN TC
GLENDOWIE TENNIS CLUB INCORPORATED - 221737	MEMBER CLUB	GLENDOWIE TC
HERNE BAY RACKETS CLUB INCORPORATED - 221449	MEMBER CLUB	HERNE BAY TC
THE HOWICK TENNIS CLUB INCORPORATED - 221585	MEMBER CLUB	HOWICK TC
THE HUNUA TENNIS CLUB INCORPORATED - 590121	MEMBER CLUB	HUNUA TC
JELICOE PARK TENNIS CLUB (MANUREWA) INCORPORATED - 221624	MEMBER CLUB	JELICOE PARK TC
KARAKA TENNIS CLUB INCORPORATED - 2196322	MEMBER CLUB	KARAKA TC
THE KOHIMARAMA TENNIS CLUB INCORPORATED - 221428	MEMBER CLUB	KOHIMARAMA TC

Full Legal Name (Society registration number)	Status under Previous Constitution	Known As
KORU PAKURANGA LAWN TENNIS CLUB INCORPORATED - 222036	MEMBER CLUB	KORU TC
LYNFIELD TENNIS CLUB INCORPORATED - 224295	MEMBER CLUB	LYNFIELD TC
MANGERE COMBINED TENNIS CLUB INCORPORATED - 50138392	MEMBER CLUB	MANGERE TC
MANUREWA TENNIS CLUB INCORPORATED - 224207	MEMBER CLUB	MANUREWA TC
MARAETAI TENNIS CLUB INCORPORATED - 855860	MEMBER CLUB	MARAETAI TC
MISSION BAY TENNIS CLUB INCORPORATED - 223182	MEMBER CLUB	MISSION BAY TC
MT ALBERT TENNIS CLUB (INCORPORATED) - 222838	MEMBER CLUB	MT ALBERT TC
MOUNT EDEN TENNIS CLUB INCORPORATED - 222860	MEMBER CLUB	MT EDEN TC
NEW LYNN TENNIS SPORTS & SOCIAL CLUB INCORPORATED - 223009	MEMBER CLUB	NEW LYNN TC
NEXT GENERATION CLUBS NZ LIMITED - 2279503	MEMBER CLUB	NEXT GEN
NGATIRA TENNIS CLUB INCORPORATED - 222947	MEMBER CLUB	NGATIRA TC
ORAKEI TENNIS CLUB INCORPORATED - 223132	MEMBER CLUB	ORAKEI TC
OTAHUHU TENNIS CLUB INCORPORATED - 429963	MEMBER CLUB	OTAHUHU TC
PAKURANGA TENNIS CLUB INCORPORATED - 223764	MEMBER CLUB	PAKURANGA TC
PAPAKURA TENNIS & SQUASH CLUB INCORPORATED - 222926	MEMBER CLUB	PAPAKURA TC
PAPATOETOE TENNIS CLUB INCORPORATED - 222822	MEMBER CLUB	PAPATOETOE TC
PARNELL LAWN TENNIS CLUB INCORPORATED - 222901	MEMBER CLUB	PARNELL TC
POMPALLIER LAWN TENNIS CLUB INCORPORATED - 223695	MEMBER CLUB	POMPALLIER TC

Full Legal Name (Society registration number)	Status under Previous Constitution	Known As
PT CHEVALIER TENNIS & SQUASH CLUB INCORPORATED - 224634	MEMBER CLUB	PT CHEV TC
REMUERA RACKETS CLUB INCORPORATED - 222816	MEMBER CLUB	REMUERA TC
RIVERSIDE SPORTS INCORPORATED - 1406622	MEMBER CLUB	RIVERSIDE TC
ROYAL OAK RACQUETS CLUB (INCORPORATED) - 222827	MEMBER CLUB	ROYAL OAK TC
ST. HELIERS TENNIS CLUB (INCORPORATED) - 223363	MEMBER CLUB	ST HELIERS TC
SUNNY HILLS TENNIS CLUB INCORPORATED - 223730	MEMBER CLUB	SUNNY HILLS TC
SUNNYSIDE TENNIS CLUB INCORPORATED - 223619	MEMBER CLUB	SUNNYSIDE TC
TE ATATU TENNIS CLUB INCORPORATED - 223789	MEMBER CLUB	TE ATATU TC
TE PAI PARK TENNIS CLUB INCORPORATED - 223861	MEMBER CLUB	TE PAI PARK TC
TITIRANGI TENNIS AND SQUASH RACKETS CLUB INCORPORATED - 223075	MEMBER CLUB	TITIRANGI TC
WAIATA EPSOM TENNIS CLUB INCORPORATED - 222934	MEMBER CLUB	WAIATA EPSOM TC
WAIHEKE TENNIS CLUB INCORPORATED - 592306	MEMBER CLUB	WAIHEKE TC
WEST END LAWN TENNIS CLUB INCORPORATED - 222951	MEMBER CLUB	WEST END TC
WEST HARBOUR TENNIS CLUB INCORPORATED - 223935	MEMBER CLUB	WEST HARBOUR TC
WHITFORD TENNIS CLUB INCORPORATED - 2611510	MEMBER CLUB	WHITFORD TC
WINSTONE PARK TENNIS CLUB INCORPORATED - 221460	MEMBER CLUB	WINSTONE PARK TC

SCHEDULE 2 – EXISTING AFFILIATES

Full Legal Name (Society registration number)	Known As
COUNTIES TENNIS ASSOCIATION INCORPORATED - 221405	COUNTIES
TENNIS MASTERS SOUTH AUCKLAND INCORPORATED - 1158308	TENNIS MASTERS STH AKI
TENNIS MASTERS AUCKALND INCORPORATED - 221727	TENNIS MASTERS AUCKLAND

SCHEDULE 3 – TRANSITION RULES

Members shall not be required to comply with the Rules set out in the table below until the date specified, unless a later date is prior approved by the TNZ Board.

Rule	Date
LTPs	
Rule 6 - have written agreement with Tennis Auckland	5 April 2026
Rule 13.2a - use efforts to require individuals to become Members	5 April 2026
Rule 13.2b - require others to become Members	5 April 2026
Rule 9.1- have a Member Management System	5 April 2026
Rule 13.2.b- be a member of TNZ and RTO	5 April 2026
Rule 9.1 - have a compliant constitution	5 April 2026
Clubs / LAOs	
Rule 13.2a - use efforts to require individuals to become Members	5 April 2026
Rule 13.2.a - require others to become Members	5 April 2026
Rule 9.1 - have a Member Management System	5 April 2026
Rule 13.2.b - be a member of TNZ, RTO and any LTP	5 April 2026
Rule 9.1 - have a compliant constitution	5 April 2026
	5 April 2026
Individual Members	
Rule 11 - Individual Members	Date specified by the Member's Club, Applicable LTP or Tennis Auckland