QUEENSTOWN TENNIS CLUB CONSTITUTION

QUEENSTOWN TENNIS CLUB INCORPORATED

Incorporated Society No. 247354

Constitution

Amended at an Annual General Meeting held on 19 August 2026

Commencement Date: 1 September 2026

TABLE OF CONTENTS Page

1.	Club Details	3
2.	Purpose, Capacity and Powers	3
3.	Members	3
4.	Officers	6
5.	Committee Role and Powers	6
6.	Committee Meetings and Procedures	8
7.	Interest and Conflicts of Interest	9
8.	Patron	9
9.	Meetings of Members	9
10.	Financial Matters	13
11.	Amendments to the Constitution	14
12.	Regulations	14
13.	Liquidation or Dissolution	15
14.	Complaints and Disputes	15
15.	Suspension, Sanctions and Termination of Membership	17
16.	Suspention and Removal of Committee Members	18
17.	Matters Not Provided For	19
18.	Definitions and Interpretation	19

QUEENSTOWN TENNIS CLUB INCORPORATED

CONSTITUTION

1. Club Details

1.1 Name: The name of the society is Queenstown Tennis Club Incorporated ("Club").

1.2 Contact Person: At its first meeting following each Annual General Meeting (AGM), the Committee shall appoint or reappoint at least one (1), and a maximum of three (3), people to be the Club's contact person(s), under the Incorporated Societies Act 2022 (the Act).

2. Purpose, Capacity and Powers

2.1 Purpose: The purposes of the Club are to administer, promote, develop, protect and deliver the sport of Tennis mainly as an amateur sport for the recreation and entertainment of the general public in Queenstown including by:

a. encouraging and promoting participation in Tennis throughout Queenstown;
b. delivering Services and Programmes, competitions, tournaments and other Tennis events at the Club;
c. leading, promoting and enabling an inclusive environment for participation in all aspects of the Club;
d. protecting and promoting the safety and wellbeing of participants; promoting integrity including high standards of conduct; and respecting the principles of fair play; and
e. being a member of the Applicable Local Tennis Partner (LTP) (if any), the Applicable Regional Tennis Organisation (RTO) and Tennis New Zealand.

2.2 Capacity and Powers: The Club 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, any other legislation and the general law.

3. Members

3.1 Categories of Members: The Members of the Club are:

a. The following voting members:
   i. Ordinary Senior Members (being 18 years and over on and after 1 September); and
   ii. 65 Plus Members (being 65 years and over on and after 1 September); and
   iii. Honorary Life Members being members elected for life at General Meeting of the Queenstown Tennis Club Incorporated on the recommendation of the Committee in recognition of services rendered to the Queenstown Tennis Club and subject to such privileges as Queenstown Tennis Club Incorporated may decide

   (**Voting Members**).

b. The following non-voting members:

i. Ordinary Junior Member (being under 18 years on or before 1 September; and
ii. Parent/Guardian Members (being 18 years and over on and after 1 September, the parent or guardian of an Ordinary Junior Member, and being a non-playing member, i.e. not an Ordinary Senior Member); and
iii. Associate Members (being non-playing members, or members of another New Zealand tennis club that live more than 50 kilometres distance from Queenstown); and
iv. Incorporated Organisations with a special and active interest in the affairs of Queenstown Tennis Club Incorporated.

(Non-**Voting Members**).

3.2 Process for **Application:** An application to become a Member (or renew Membership) of the Club shall be made using the Member Management System.

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

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

a. upon completing, and signing or submitting an application using the Member Management System;

b. if the individual is under 18 years of age on the date of application, a parent/guardian of that individual:

i. completing and signing or submitting the application using the Member Management System for that individual to be a Member ; and

ii. completing and signing or submitting the application for them, as parent/guardian of the individual, to be a Member;

c. upon the individual receiving approval of the application by the Committee; and

d. payment of the applicable Membership Fee(s).

e. all organisations seeking membership must be incorporated.

3.5 **Duration of Membership**: Membership of the Club commences upon admission as a Member under Rule 3.4 and continues for the period specified in the category of membership (Rule 3) in which they are admitted as a Member (unless they cease to be a Member under Rule 3.10).

3.6 Renewal of Membership: Except for Life Members, to continue as a Member, each Member shall renew their Membership in the same manner as an application for Membership under Rules 3.2 and 3.4, by the date specified by the Committee.

3.7 **Members' Rights and Obligations**: Each Member acknowledges and agrees that:

a. they are entitled to have access to any Tennis courts and associated facilities to play, train, be coached, officiate, administer, or otherwise be involved in, Services and Programmes held at, or by, or otherwise under the control of, the Club, in accordance with the applicable terms and conditions of their Membership;

b. they are entitled to all the rights and entitlements granted by this Constitution and any Club Regulations and the constitutions and regulations of the Applicable Member Organisations and any other rights and benefits decided by the Committee and the Boards of the Applicable Member Organisations from time to time;

c. they are bound by, and shall comply with this Constitution, any Club Regulations; the constitutions and regulations of the Applicable Member Organisations, and all Rules made by the Committee and the Boards of the Applicable Member Organisations;

d. they are bound by and shall comply with the terms and conditions of Membership; the terms and conditions of participation in any Services and Programmes delivered by the Club and the Rules of Tennis;

e. they shall use reasonable efforts to assist any individual they wish to play, coach, or train with or otherwise have access to the Club to become a Member where practical;

f. they are subject to the jurisdiction of the Club and the Applicable Member Organisations including their respective disputes and disciplinary procedures; and

g. they do not have any rights of ownership of, or the right to use, the property of the Club or the Applicable Member Organisations.

3.8 Membership and Other Fees:

At each AGM the Voting Members shall approve the Membership Fee payable by Members and the payment terms for the next Financial Year. In doing so, they will have regard to any recommendation of the Committee. The Committee may set other fees payable to the Club by any of its Members and other participants in Services and Programmes held by or under control of the Club.

3.9 Register of Members: The Club's register of Members shall be digitally connected to the National Database. The Secretary shall ensure that the required information of all Members is provided to the National Database in accordance with the TNZ Constitution and TNZ Regulations. All Members shall promptly update any changes to their Membership details using the Member Management System or by notifying the Secretary in writing.

3.10 **Cessation of Membership**: A Member ceases to be a Member:

a. if any Membership Fee or other fees are not paid to the Club by the due date or in accordance with any payment plan which is agreed between a Member and the Committee;

b. by giving notice of their resignation from Membership to the Secretary in writing;

c. if their Membership is terminated under Rule 15;

d. if their Membership is terminated following a dispute resolution or disciplinary process or other process specified in the constitutions or regulations of the Club or the Applicable Member Organisations;

e. for parents as Members, when their child turns 18 or ceases to be a Member;

g. upon their death; or

h. if, for any other reason, their Membership ends or ceases in accordance with this Constitution.

4. Officers

4.1 **Qualification:** Every Committee Member must, in writing:

a. consent to be a Committee Member; and

b. certify that they are not disqualified from being elected or holding office as a Committee Member by this Constitution or under section 47 of the Act.

4.2 **Officers Duties:** Officers shall comply with their duties under the Act.

4.3 **Disqualification:** The following individuals are disqualified from being elected or to otherwise hold or remain in office, as a Committee Member:

a. the qualification requirements of being an Officer under Rule 4.1 are not met;

b. an individual who is a paid employee of, or a contractor to, the Club; or

c. an individual who has been removed as a Committee Member in accordance with this Constitution.

If any of the circumstances in Rule 4.3 occur to a Committee Member while they are in office, they will be automatically deemed to have vacated their office as a Committee Member upon the occurrence of the circumstance.

4.4 **Cessation from Office**: An individual ceases to be an Officer, if the individual:

a. resigns as an Officer in accordance with the Act;

b. becomes disqualified from being an Officer under the Act;

c. is a Committee Member and is removed from office in accordance with Rule 16.2;

d. ceases to be a Member;

e. dies; or

f. otherwise vacates their office resulting in a Casual Vacancy.

5. **Committee** Role and Powers

5.1 Role and powers: Except as specified otherwise in the Act or in this Constitution, the Committee is responsible for governing, managing and directing the operation and affairs of the Club and has all the powers necessary to carry out its role, including the establishment of sub-committees. Except to the extent specified otherwise in the Act or this Constitution, the Committee has the powers to do all things that are not expressly required to be undertaken at a General Meeting under this Constitution.

5.2 **Composition:** The Committee consists of the President, the Vice President, the Secretary, the Treasurer; the Club Captain and up to seven (7) other individuals elected at the AGM (**Committee** Members).

5.3 Role of President: The President is the chair of the Committee and presides at Club events including General Meetings. The President represents the Club and will engage in activities agreed

by the Committee which may include activities to promote the Club, good relations, communications between Members, and the reputation and best interests of the Club.

5.4 Role of the Vice President: The Vice President is to support the President and chair the Committee, preside at Club events and engage in activities if the President is unavailable as described under Rule 5.3.

5.5 Role of Secretary: The Secretary will:

a. attend to all correspondence and keep minutes of General Meetings and Committee meetings; and

b. keep all records and generally perform all the secretarial work of the Club. With the written approval of the Committee these tasks may be varied or delegated but the Secretary remains responsible for their performance.

5.6 Role of Treasurer: The Treasurer will:

a. receipt all money paid to or received by the Club and pay all accounts approved by the Committee. The Committee may delegate levels of payment to the Treasurer by written authority;

b. invest all funds of the Club in the manner directed by the Committee; and

c. keep the Club's financial accounts, present the financial statements at the AGM and undertake other tasks required by the Committee.

5.7 Role of Club Captain: The Club Captain will:

a. coordinate club competitions, tournaments and events with the assistance of the Committee.

b. compile the season calendar of competitions, tournaments and events for acceptance by the Committee at the first Committee Meeting of the season.

c. liaise with the RTO for Representative Teams Events.

5.8 Term of office: The term of office for all Committee Members is one (1) year, expiring at the AGM. Committee Members shall be eligible for re-election at the AGM.

5.9 **Election of Committee Members:** Committee Members are elected by the following process:

a. the Committee shall call for nominations for any Committee Member positions not less than fourteen (14) Days before the AGM;

b. nominations shall be made in the form decided by the Committee and shall be received by the date set by the Committee, which shall be not less than seven (7) Days before the AGM;

c. the Committee must give notice to all Members of the nominations received at least three (3) Days before the AGM;

d. if there is only one nominee for a vacant position, that individual is declared to be elected without the need for a vote.

e. a member shall only be eligible to be nominated for President after serving a minimum of two (2) years on the Committee.

f. at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and

approved by a Special Majority. If a secret ballot is held, two Scrutineers must be appointed at the General Meeting to count the votes;

g. those nominees who have the highest number of votes in their favour for the number of vacant positions shall be declared elected; and

h. if votes are tied for a Committee Member position, a second round of voting between those tied nominees shall be undertaken, to find the 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 nominees will be elected.

i. If there are no nominees for a vacant position, or the number of Committee Members is not fulfilled, nominations may be taken from the floor.

5.10 Casual Vacancy: If a Casual Vacancy arises, the remaining Committee Members may:

a. appoint an individual of their choice to fill the Casual Vacancy until the next AGM; or

b. leave the Casual Vacancy unfilled until the next AGM, at which an election will be held for the vacant Committee Member position which if filled will be for the remainder of the term of the Casual Vacancy.

6. **Committee Meetings** and Procedures

6.1 Calling **and Notice** of M**eetings:** Committee meetings may be called on reasonable notice at any time by the President or by two (2) Committee Members, with notice generally being not less than three (3) Days' and not more than seven (7) Days' depending on the urgency. The Committee will meet a minimum of three (3) times during an annual term of office.

6.2 Procedure: Except to the extent specified in this Constitution and the Club Regulations, the Committee may regulate its own procedure.

6.3 **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 Committee will be valid as if it had been passed at a meeting of the Committee.

6.4 Quorum: For a Committee meeting, or a Committee resolution outside of a meeting, the quorum is fifty percent (50%), (rounded up to the nearest whole number) of the total number of Committee Members. Any Committee Member may be counted for the purposes of a quorum and participate in any meeting and vote on any proposed resolution at a Committee meeting without being physically present. This may only occur at Committee meetings by audio or audio-visual link or other electronic means provided that all individuals participating in the Committee meeting can hear each other effectively and simultaneously.

6.5 Chair: The President will chair all Committee meetings. If the President is unavailable, the Vice President will chair the Committee meeting. If the President and Vice President are unavailable, another Committee Member shall be appointed by the Committee to undertake the Chair's role during the period of unavailability.

6.6 **Voting:** Each Committee Member is entitled to one vote at any Committee meeting or on any Committee resolution outside of a meeting. Voting at Committee meetings is by voice, show of hands or, if requested by any Committee Member, secret ballot. Proxy voting is not permitted at Committee meetings. If a vote is tied, the Chair of the meeting is entitled to a casting vote.

6.7 Majority: Unless specified otherwise in this Constitution, a motion or resolution of the Committee shall be approved if by a Majority of Committee Members are in favour of it.

7. Interests and Conflicts of Interest

7.1 Register of interests: The Committee must keep a register of interest disclosures made by Officers.

7.2 Duty to disclose interest: An Officer who is interested in a matter (as defined in the Act) relating to the Club 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 Committee, as soon as practicable after the Officer becomes aware that they are interested in the Matter and include it in the register of interests.

7.3 Consequences of being interested: An Officer who is a Committee Member and Interested in a Matter:

a. must not vote or take part in a decision of the Committee relating to the Matter, unless all non-interested Committee 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 Committee Members consent;

c. must not take part in any Committee discussion relating to the Matter or be present at the time of the Committee decision, unless all non-interested Committee Members consent; and

d. may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

7.4 **Notice of failure to comply:** The Committee must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

8. Patron

8.1 A Patron may be appointed at any Annual General Meeting upon recommendation from the Committee.

9. **Meetings of Members**

9.1 Annual General M**eeting** (AGM): The Club 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 Committee.

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

9.3 **Method of General Meeting**: A General Meeting may be held by a quorum of Members (Rule 9.11), by any of the following methods (as decided by the Committee):

a. being physically present together at the appointed time and place for the meeting;

b. participating via audio link, audio-visual link or other electronic means; or

c. by a combination of both methods *above.*

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

9.4 **Notice of AGM**: The Secretary shall give not less than fourteen (14) Days' written notice of an AGM to the Officers, Committee, and all the Members. Notice to Members of an AGM may be given by posting it on the Club's website, as decided by the Committee. The notice shall specify:

a. the date, time, and place and/or the method by which the AGM is to be held;

b. the process and closing date(s) for Voting Members to submit (in writing):

i. proposed motions or resolutions (including amendments to the Constitution);

ii. nominations for President, Vice President, Secretary, Treasurer, Club Captain and any other vacant Committee Member positions;

iii. any nominations for Patron;

iv. any nominations for Life Members; and

v. any items of business expressly permitted by, and properly notified under, this Constitution to be decided at a General Meeting.

9.5 AGM Agenda:

a. Not less than seven (7) Days' written notice of the agenda for each AGM shall be given by the Secretary to the Officers, Committee and all the Members and may be notified by posting it on the Club's website. The agenda shall set out the business to be discussed at the AGM in accordance with Rule 9.6. All relevant information required to inform the business set out in Rule 9.6 shall be provided to 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 of the Voting Members agree to do so at the meeting.

9.6 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 by the Committee of the activities of the Club for the preceding Financial Year;

ii. reviewed annual financial statements;

iii. the Reviewer's report on the annual financial statements;

iv. disclosures of any conflicts of interests made by Officers;

c. approval of any Major Transactions recommended by the Committee;

d. election of any vacant Committee Member positions;

e. approval of the Reviewer for the next Financial Year;

f. appointment of Patron recommended by the Committee;

g. appointment of any Life Members recommended by the Committee;

h. approval of the Membership Fee in accordance with Rule 3.8;

i. any motion or resolution(s) proposing to amend this Constitution; and

j. any other items of business that have been properly submitted for consideration.

9.7 Calling a SGM: The Secretary shall call an SGM as soon as reasonably practicable after receiving a written request from the Committee or 20% of Voting Members entitled to vote. This request shall state the purpose for which the SGM is being requested and include the proposed motion(s) or resolution(s) to be voted on.

9.8 **Notice of SGM**: Not less than seven (7) Days' written notice of a SGM shall be given by the Secretary to the Officers, the Committee, and all the Members, unless the purpose of the SGM is to propose amendments to this Constitution, in which case not less than thirty (30) Days' notice must be given. This notice may be given by posting it on the Club's website. It shall only deal with the business for which the SGM is requested and shall include:

a. the date, time, and place and/or the method by which the meeting is to be held (as decided by the Committee); and

b. the proposed motion(s) or resolution(s) that are permitted and properly submitted for consideration.

9.9 **Attendees at General Meetings**: Voting Members are entitled to attend, speak and vote (if they are Financially Current (under Rule 9.9)) at General Meetings. Non-Voting Members and any other individuals invited by the Committee, including employees of the Club may attend General Meetings, however 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.

9.10 Not Financially Current: A Member who is not Financially Current may attend General Meetings but is not entitled to any other rights they would otherwise be entitled to, including to speak or vote.

9.11 Quorum: The quorum for a General Meeting is 10 Voting Members. 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:

a. the General Meeting is adjourned to another time on the same day as decided by the Committee;

b. if at the subsequent General Meeting, a quorum is not reached within thirty (30) minutes of its scheduled commencement time; then 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 Committee;

c. if a quorum is not reached within thirty (30) minutes of its scheduled commencement time at the third General Meeting, the Voting Members present will be deemed to constitute a valid quorum.

9.12 Chair **of Meeting**: The President will chair all General Meetings. If they are unavailable, or a motion or resolution directly concerns them, the Vice President will chair the meeting. If the President and Vice President are unavailable a Committee Member appointed by the Committee will chair the meeting, while the President and Vice President are unavailable.

9.13 Errors: Any irregularity, error or omission in notices, agendas or papers for a General Meeting will not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:

a. the Chair, in their discretion decides it is appropriate for the meeting to proceed despite the irregularity, error or omission; and

b. a motion or resolution to proceed is approved by Special Majority.

9.14 Minutes: Minutes of all General Meetings shall be kept and communicated to Members. Minutes may be posted on the Club's website. They shall also be available upon request by any Member in accordance with the Act.

9.15 **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 Club Regulations.

9.16 Vote: Each Voting Member is entitled to one (1) vote on each motion or resolution, in person (under rule 9.20), at a General Meeting. Where an individual is entitled to be, or is, a Member under more than one category of membership (as specified in Rule 3) they are only entitled to one (1) vote, in person (under Rule 9.20) at a General Meeting

9.17 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.

9.18 Decisions by Special Majority:

a. Any motions or resolutions of the nature described in Rule 9.18b 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 11;

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.

9.19 **No Casting Vote**: If 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.

9.20 Method of V**oting:** Voting at General Meetings shall be conducted by voices, a show of hands, or ballot as decided by the Chair, or by secret ballot as specified in this Constitution, (including using electronic voting made by email or an online or electronic process, in the manner, decided by the Committee, and received by the Scrutineers by email, online or electronically at the specified address). Voting by secret ballot shall apply for elections of Committee Members where there are more nominees than positions available or for any motion or resolution if requested by three (3) Voting Members present at the meeting and approved by a Majority.

9.21 **Scrutineers**: If required for a secret ballot, two scrutineers must be appointed at the General Meeting to count the votes.

9.22 **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.

10. Financ**ial Matters**

10.1 **Application of Income**: The funds and property of the Club shall be controlled, managed, invested and disposed of by the Committee, subject to this Constitution and devoted solely to the promotion of the purposes of the Club set out in Rule 2.1.

10.2 Financial Year: The financial year of the Club will commence on 1 July and end on30 June, unless decided otherwise by the Committee from time to time (Financial Year).

10.3 Audit or Review of Financial Statements**:** The Club's financial statements may be required to be reviewed or audited to comply with the Incorporated Societies Act or the Charities Act. The Committee will determine each year whether a review or audit is required by law. Where the Club has a choice of review or audit the Committee will determine the appropriate process. The financial statements, whether reviewed or audited or not, must be submitted to the AGM. The Committee may recommend the Reviewer or Auditor to be approved by Members at the AGM.

10.4 No personal bene**fi**t: The Officers and Members shall not receive any distributions of profit or income from the Club. This does not prevent Officers or Members receiving reimbursement of actual and reasonable expenses incurred; or entering into any arms' length transactions with the Club for goods or services supplied to or from them. No Officer or Member may influence any such decision made by the Club in respect of payments or transactions between it and them, their direct family or any associated entity.

10.5 Indemnity and insurance: The Club 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 sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and

b. costs incurred by the Officer for any claim or proceeding relating to that liability.

10.6 The Secretary may effect insurance for its current and former Officers, Members and employees as permitted by the Act, if approved by the Committee.

11. Amendments **to the Constitution**

11.1 Subject to Rule 11.4, this Constitution may only be amended, added to, or repealed by Special Majority at a General Meeting or a Resolution Outside of a Meeting.

11.2 Notice of an intention to amend this Constitution shall be given to the Secretary:

a. by a Voting Member entitled to vote or the Committee, no later than thirty (30) Days prior to a General Meeting; or

b. by the Committee, no later than seven (7) Days prior to a Resolution Outside of a Meeting.

11.3 No addition to, deletion from or amendment to this Constitution may be made which would allow personal pecuniary profits to any individuals.

11.4 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 Committee may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Committee does not receive any objections from Members within twenty eight (28) Days after the date on which the notice is sent, or any longer period that the Committee decides, the Committee may make that amendment. If it does receive an objection, the Committee may not make the amendment.

12. **Regulations**

12.1 The Committee may make, amend or repeal Club Regulations as it considers necessary or desirable, provided they are consistent with the Club's purposes set out in Rule 2.1, the Act and any other laws.

12.2 All Club Regulations and any amendments to them, shall be notified to all Members and published on the Club's website. All Club Regulations are binding on the Club, Officers, and all Members, unless expressly stated otherwise.

12.3 The making, amendment, revocation, or replacement of a Club Regulation is not an amendment of this Constitution.

12.4 A Club Regulation may, in whole or in part, be amended or revoked by Special Majority at an SGM, if a motion or resolution proposing it is notified in accordance with Rule 9.8. Unless the motion or resolution provides otherwise, any such amendment or revocation shall take immediate effect but cannot be applied retrospectively.

13. **Liquidation or Dissolution**

13.1 **Notice:** The Committee shall give not less than twenty eight (28) 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 the Club from the Register of Incorporated Societies; or

c. for the distribution of the Club's surplus assets.

13.2 Majority Required: for a motion or resolution proposed under Rule 13.1 to be carried, it requires a seventy-five percent (75%) majority of votes in favour from the Voting Members present and entitled to vote.

13.3 Surplus Assets: The surplus assets of the Club after the payment of all costs, debts, and liabilities, shall be given or transferred to Southern Lakes Tennis Association or any other not-for-profit entity that shares similar purposes to the Club.

14. Complaints and Disputes

14.1 In this Rule 14:

a. Dispute means a disagreement or conflict between and among any one or more Members, or any one or more Officers and the Club, that relates to an allegation that:

i. a Member or an Officer has engaged in Misconduct;

ii. a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act;

iii. the Club 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; and

b. Disputes Procedure means the procedure for resolving a Dispute specified in Rule 14.4 and Rule 14.5.

c. a Member is a reference to a Member acting in their capacity as a Member; and

14.2 **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.

14.3 **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 14.4 and Rule 14.5shall apply to the Dispute.

14.4 Disputes Procedure - Raising a Complaint

a. A Member or an Officer may commence the Disputes Procedure by giving written notice (a Complaint) to the Committee setting out:

i. the allegation relating to the Dispute and who the allegation is against; and

ii. any other information reasonably required by the Committee.

b. The Club may make a Complaint involving an allegation of a Dispute against a Member or an Officer by giving notice to the Member or 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.

14.5 Disputes Procedure - **Investigating and Resolving Disputes**

a. Unless otherwise provided, the Committee 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. The Committee may decide not to proceed with a Dispute if:

i. it is not a Dispute as defined in Rule 14.1 including that it is not within the jurisdiction of the Club 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;

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. The Committee may refer a Dispute to:

i. a hearing body or individual authorised, delegated or appointed by the Committee 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 Committee or an external individual to investigate and report to the Committee, following which, the Committee may refer the matter to consensual dispute resolution or to a Hearing Body or decide the outcome of the Dispute itself.

d. The Committee 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 Committee to resolve, or assist to resolve, Disputes.

e. An individual may not be a Member of a Hearing Body in relation to a Dispute if the Committee 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 Officer who, or the Club 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 Officer who, or Club 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) before the Dispute is resolved or any outcome is determined.

14.6 Appeals: Unless an Applicable Member Organisations Constitution or Regulations, this Constitution or any Club Regulation provides otherwise, there is no right of appeal or right of review of a decision about a Dispute.

14.7 Decisions Binding: Decisions and awards by the Club's Hearing Body and any hearing bodies, international Tennis bodies and Court of Arbitration for Sport as referred to in the Applicable Member Organisation's constitutions, are binding on the Club and all Members.

15. Suspension, Sanctions and Termination of Membership

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

a. is suspended or terminated by the Committee, or has sanctions imposed under this Rule.

a. is suspended or terminated by any Applicable Member Organisation, or has sanctions imposed on them, in accordance with its constitutions and regulations; or

b. a Hearing Body, the Sports Tribunal, CAS or any other body having jurisdiction over a Member recommends such action or imposes a sanction.

15.2 **Suspension, Sanctions or Termination by the Committee**:

a. A Member may be suspended for up to twelve (12) months, have other sanctions imposed or their Membership terminated if:

i. the Committee or any individual(s) appointed by it, considers after reasonable enquiry, that the Member did not comply with this Constitution, Club Regulation or any rule, code, standard, resolution, decision, policy, or procedure decided by the Committee or at a General Meeting; or

ii. where the Member is no longer Eligible to be a Member.

b. Before any suspension, sanction or termination is imposed by the Committee on a Member:

i. they shall be given seven (7) Days' written notice of the proposal to suspend, impose a sanction or terminate the Member, unless the proposal arises from the Member's failure to comply with any one or more of the applicable Membership criteria under this Constitution, in which case three (3) months written notice will be given; and

ii. has the right to be present, make submissions and be heard on the proposal to suspend, impose any sanction or to terminate the Member.

c. A decision by the Committee to suspend or impose a sanction on a Member is final and there is no right of appeal. A decision by the Committee to terminate Membership may be appealed to a SGM called for that purpose in accordance with Rule 9.7 and may only be overturned by a Special Majority in favour of the motion at the SGM.

15.3 Reinstatement: Membership that has been terminated under this Constitution may be reinstated at the discretion of the Committee, within such period as it considers appropriate, provided that any payments owing to the Club, any TNZ Member Organisation or TNZ, have been fully repaid. In deciding whether to reinstate a Member, the Committee 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.

15.4 **Consequences of Suspension or Termination of Membership**: Where any Member's Membership is suspended or terminated by the Club, a TNZ Member Organisation or TNZ, 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 Club 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, Club Regulations and the Applicable Member Organisations constitutions and regulations and is not entitled to participate in any activity of, or held on behalf of, the Club, any TNZ Member Organisation or TNZ; and

d. the Member shall have no claim upon the Club or any Applicable Member Organisation., and their property, and shall not use any of their property.

16. Suspension **and Removal of Committee Members**

16.1 **Suspension of Committee Member:** If a Committee Member is alleged to have, given notice of, or charged with any of the circumstances described under Rule 4.3 or any circumstances arise in relation to a Committee Member which are or may be of concern to the Committee, the remaining Committee Members may by a Special Majority suspend them from the Committee, pending the determination of the allegation, notice or charge. A suspension may only be imposed following reasonable enquiries by the Committee and giving the Committee Member concerned a right to be heard by the Committee.

16.2 **Removal of Committee Member:**

a. A Committee Member may be removed from the Committee before the expiration of their term of office if the Committee considers, by Special Majority, that the Committee Member:

i. has materially breached any of their duties under this Constitution or the Act; or

ii. did not, or is unable to, materially comply with this Constitution, the Club Regulations or any Rule of the Club;

iii. has engaged in Misconduct or acted in a manner unbecoming of a Member or prejudicial to the Purposes and interests of the Club;

iv. has brought the Club into disrepute; or

v. has been suspended or terminated as a Member, or had a sanction imposed, by a Member Organisation, or TNZ.

b. The Committee Member who is the subject of the motion to be removed is counted for the purpose of reaching a quorum but shall not participate in the vote on the motion.

c. Before any decision for removal is made by the Committee, the Committee Member concerned:

i. shall be given no less than fourteen (14) Days' written notice by the Committee 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 Committee.

17. Matters Not Provided For

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

18. Definitions and Interpretation

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

Anti-Doping Violation means an anti-doping violation as defined in the World Anti-Doping Code issued by the World Anti-Doping Agency, or any other rules made pursuant to that Code, including the Sports Anti-Doping Rules issued by the Integrity Commission for Sport and Recreation or its predecessor Drug Free Sport New Zealand.

Applicable Member Organisations means all the TNZ Member Organisations of which the Club is a Member i.e. the Applicable LTP (if any), the Applicable RTO and TNZ.

Casual Vacancy is a vacancy which arises when a Committee Member does not serve their full term of office.

Committee means the Committee of the Club as described in Rule 5.2, and for the period specified, the Committee in transition under Rule 18.3, unless specified otherwise.

Constitution means this constitution, including any amendments unless stated otherwise.

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

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

Financially Current means the Member has fully paid their Membership Fees and other fees to the Club by the due dates or in accordance with any agreed payment plan.

General Meeting means an Annual General Meeting (AGM) or Special General Meeting (SGM) of the Club.

Life Member means a person who has been granted an honorary life membership of the Club.

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 the Club.

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

Member means an individual who is a member of the Club under Rule 3.

Membership means being a Member of the Club, the Applicable LTP (if any), Applicable RTO and TNZ unless the context requires otherwise.

Member Management System means an online or electronic system into which Membership and personal information is collected by the Club (in accordance with this Constitution) for membership purposes and used to provide required information to the National Database.

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 Club or any Applicable Member Organisation, or whilst on the property of the Club or any Applicable Member Organisation;

b. engages in offensive or insulting behaviour towards the Club or any Applicable Member Organisation, or any individual acting for or on behalf of the Club, 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 the Club into disrepute, or has damaged the rights or interests of the Club and its Members

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

O**ffi**cer means the President, Vice President, Secretary, Treasurer, Club Captain, Committee Members, and any other individual defined as an Officer under the Act and O**ffi**cer means any one of the Officers.

Reviewer means a person independent of the Committee who is suitably qualified and preferably a qualified Chartered Accountant.

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

Rules means any rules, codes, standards, resolutions, decisions, policies and procedures made by the Committee and the Boards of the Applicable Member Organisations as applicable.

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

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 Voting Members present and entitled to vote at a General Meeting, or Committee Members at a Committee meeting, (as applicable).

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

Tennis means the racquet 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 Pickleball, Padel, beach tennis, e-sports as decided by TNZ.

TNZ means Tennis New Zealand Incorporated (# 215373) and, where relevant, includes its officers, board members, employees, contractors and agents.

TNZ Constitution means the constitution of TNZ (including any amendments made from time to time).

TNZ Member **Organisation** means any member organisation that is a member of TNZ as defined in the TNZ Constitution.

TNZ Regulations means the regulations of TNZ (including any amendments made from time to time) as defined in the TNZ Constitution.

Tennis Southland and Applicable RTO means Southland Tennis Association Incorporated (# 225314) and where relevant, includes its officers, board members, employees, contractors and agents.

Southern Lakes Tennis Association and Applicable LTP means Southern Lakes Tennis Association Incorporated (# 2721452) and where relevant, includes its officers, board members, employees, contractors and agents.

18.2 **Interpretation**: In this Constitution:

a. words using the singular includes the plural and vice-versa;

b. any reference to legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of that legislation;

c. any agreement includes that agreement as modified, supplemented, novated or substituted from time to time;

d. any obligation not to do something includes an obligation not to suffer, permit, or cause that thing to be done;

e. a reference to an individual means a natural person and includes the legal and personal representatives, successors and permitted assignees of that person;

f. a reference to a person includes bodies corporate, unless stated otherwise;

g. references to periods of time or notices, exclude the days on which they are given;

h. headings and the contents page are for reference only and are to be ignored in interpreting this Constitution; and

i. a reference to “in writing” includes words visibly represented, copied or reproduced including by email or online.

18.3 **Notices**:

a. Subject to any other notice provision in this Constitution, any notice or other communication required to be given under this Constitution shall be in writing and will be given:

i. if to a Member, to the address (which may include physical, email or other address) specified in their Contact Details;

ii. if to the Club, to queenstowntennisclub@gmail.com or by post to the Club's registered office set out on the Register of Incorporated Societies.

b. A notice is deemed to have been received:

i. if given by post, when left at the address of an individual or five (5) working Days (as defined in the Legislation Act 2019) 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);

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