

# CONSTITUTION OF SQUASH BAY OF PLENTY INCORPORATED

## 1. NAME

1.1. The name of the Association shall be SQUASH BAY OF PLENTY INCORPORATED.

## 2. REGISTERED OFFICE & CONTACT PERSON

2.1. The registered office of Squash Bay of Plenty (Incorporated) shall be located at such place as the Board shall determine and register with the New Zealand Companies Office from time to time.

2.2. The contact person of SBOP shall be that person or persons determined by the Board and registered with the New Zealand Companies Office from time to time.

## 3. INTERPRETATION

3.1. In this Constitution unless a contrary intention appears:

- (a) "Board" means the committee for the time being elected or appointed under the Rules of the Association.
- (b) "Club Member" means a person who is an affiliated member of a Member Club. For the purposes of this definition, a member shall be considered to be affiliated if they are an individual full squash member of the Member Club.
- (c) "Delegate" means an individual who has been nominated by a Member Club to represent such Member at SBOP General Meetings.
- (d) "Financial Year" means the twelve (12) month period from the 1st day of January until the last day of December in the same year.
- (e) "Member Club" means a club which is a member of SBOP;
- (f) "Officer" means, in relation to SBOP: (a) a natural person who is a member of the Board; (b) a person occupying a position in the society that allows the person to exercise significant influence over the management or administration of SBOP (for example, a treasurer or a chief executive); or (c) any other person forming part of a class of persons declared by law to be officers for the purposes of incorporated societies.
- (g) "SBOP" means Squash Bay of Plenty Incorporated.
- (h) "SNZ" means Squash New Zealand (Incorporated).
- (i) Member means Member Clubs, Honorary Members, Associate Members and Individual Members.
- (j) Words importing the masculine gender shall be deemed to include the feminine and words importing the singular number shall be deemed to include the plural and vice versa.



**SQUASH**  
BAY OF PLENTY

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3.2. In the case of any dispute as to the interpretation of these Rules the Board shall be the sole authority and its decision shall be final.

#### **4. PURPOSES**

4.1. The purposes of "SBOP" are to promote and develop the game of squash, squash clubs, squash players and the wider squash community in the SBOP area.

4.2. In furtherance of this purpose, SBOP shall conduct activities including:

- (a) To administer, arrange, control and manage inter-club and inter-association matters, championships and tournaments relating to the game of squash.
- (b) To affiliate with SNZ or any successor body from time to time, and/or with any other similar organization with objectives promoting the game of squash or other sporting activities.
- (c) To consider disputes and differences between members of SBOP.
- (d) To make any rules, regulations and bylaws as are considered necessary by the Board for the administration, governance, control and management of SBOP generally.
- (e) To engage in such other activities as are considered by the Board to be appropriate and aligned to the purposes from time to time

#### **5. MEMBERSHIP AND RIGHTS**

5.1. The membership of SBOP shall consist of the following types of members as admitted by the Board from time to time:

- (a) Member Clubs in the SBOP area which are affiliated to SNZ and admitted to membership in accordance with these rules and subject to such privileges as the Board may decide.
- (b) Honorary Members being persons granted membership for a stated term (which may be life) on the recommendation of the Board in recognition of services rendered to SBOP, subject to such privileges as the Board may decide.
- (c) Associate Members, being commercial or other squash facilities that are not included in 5.1(a) above, or any person, firm or body interested in the promotion of squash, subject to such privileges as the Board may decide; and
- (d) Individual Members being persons admitted to membership on such terms and conditions as the Board may decide.

5.2. The Board shall maintain a register of its Members, including without limitation the name, contact details, date on which the Member became a Member and such other information as may be prescribed by applicable legislation from time to time.



## **6. APPLICATION FOR MEMBERSHIP:**

- 6.1. Applications from persons or Clubs wishing to join SBOP must be made in writing in the form determined by the Board from time to time.
- 6.2. The Board may in its discretion accept or refuse any application for membership, provided that if the Board refuses an application, the applicant may request that the application be submitted for consideration at the next SBOP General Meeting. The Board shall not be required to give any reason for its refusal to accept an application for membership.
- 6.3. Each club applying for membership must furnish its full name, particulars of its courts, number of Club Members, colours, copy of rules and such other information as the Board may require from time to time, including consent to being a member.
- 6.4. The Board shall from time to time establish criteria and guidelines for recognising members who have made an outstanding contribution to SBOP and shall consider all applications for Honorary Membership having regard to such guidelines. Nominations for honorary membership shall be made in writing to the Board in accordance with such processes and guidelines established by the Board from time to time, provided that any nomination for honorary membership must be supported by not less than 3 Member Clubs. The Board may in their absolute discretion recommend to a General Meeting the said nominated individual for election as an honorary member of SBOP. Approval of honorary members shall require a three quarters majority of the Delegates present at the General Meeting at which such nomination is considered.

## **7. CESSATION OF MEMBERSHIP:**

- 7.1. A Member may retire from membership at any time by providing 2 (two) months written notice to SBOP. If notice of retirement is given less than two (2) months prior to the end of the then-current SBOP Financial Year, the Member Club shall be liable for the subscription for the subsequent Financial Year.
- 7.2. The Board shall have power from time to time to suspend or cancel memberships of Members whose subscription remains outstanding for more than six months after the due date for payment or Members who have been determined by the Board to no longer satisfy the requirements for membership as determined by the Board from time to time. Where the Board suspends or cancels a membership, the Board must provide a written explanation to the affected Member.
- 7.3. Retirement, cancellation or suspension of membership shall not relieve any Member of the obligation to make full payment of any debts owing to SBOP, including without limitation all subscriptions owing for the Financial Year in which membership ceases occurs and any subscriptions in arrears.
- 7.4. Cancellation of a member's name from the membership list shall not absolve the Board from dealing with any matter which is pending in relation to such Member pursuant to Section 8.
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## 8. COMPLAINTS BETWEEN OR IN RELATION TO MEMBERS

8.1. Any Member may make a formal complaint in writing to the Board relating to:

- (a) the conduct and behaviour of any other Member or Officer;
- (b) any breach of the Constitution by the Board.

8.2. The Board may of its own motion deal with any matter which could have been the subject of a written complaint under Rule 8.1 even though a written complaint has not been made.

8.3. When considering a complaint, the Board shall adopt such procedures as it determines to be appropriate, provided that any such procedures must be consistent with natural justice.

8.4. The Board may decide not to investigate a complaint if it reasonably considers that:

- (a) the matter is trivial; or
- (b) the matter does not appear to disclose or involve
  - i. in the case of a complaint or disciplinary matter, any material misconduct; or
  - ii. in the case of grievance, any material damage to a Member's rights or interests; or
- (c) the complaint, grievance, or disciplinary matter appears to be without foundation or there is no apparent evidence to support it; or
- (d) in the case of a complaint or grievance, the person who makes the complaint or brings the grievance has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue has already been investigated and dealt with by or on behalf of SBOP.

8.5. SBOP may refer a complaint, grievance, or other dispute to:

- (a) a subcommittee or external person to investigate and report back to the Board; or
- (b) a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision, in which case the Board shall abide by the decision of the third party.

Notwithstanding the foregoing, if 2 or more members of the Board consider that there are reasonable grounds to believe that the Board may not be sufficiently impartial or have sufficient expertise to consider the complaint or grievance, the Board shall refer the complaint or grievance to an external party for consideration and decision.

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8.6. When investigating a complaint, the Board shall:

- (a) provide written notice of the complaint to any person who is the subject matter of the complaint, including any information which the Board considers reasonably related to such complaint.
- (b) Provide sufficient details and time for the person forming the subject of the complaint to prepare a response, and in any event, not less than ten (10) days written notice of any meeting at which the complaint will be considered by the Board;
- (c) Provide a reasonable opportunity for the affected person(s) to make submissions in writing in response to the information provided in advance of such meeting and/or to make submissions to the Board at such meeting;
- (d) Be entitled but not required to seek additional information in relation to such complaint, provided that any such information proposed to be relied upon by the Board in considering the complaint shall be provided to the person who is the subject matter of the complaint and a reasonable opportunity provided to respond.

8.7. After considering all information and relevant matters put before it in relation to a complaint, the Board shall determine whether to uphold or dismiss the complaint in whole or in part, and shall provide written notice of its decision to the complainant (if any) and the person(s) who are the subject matter of the complaint. Notwithstanding the foregoing, where the dispute has been referred to a third party under clause 8.5, the Board shall abide by the decision of such third party.

8.8. Where a complaint relating to conduct of a Member is upheld in whole or in part, the Board may impose a censure including but not limited to a written warning, suspension of membership or termination of membership.

## **9. SUBSCRIPTIONS AND LEVIES**

9.1. The Board shall have power at any time to fix and charge an annual subscription to any Member and to determine the method and timing for payment of such subscriptions.

9.2. The Board may also decide what further fees and levies, if any, may be required to be paid by Members for any purpose covered by this Constitution.

9.3. Notwithstanding any fees set under clause 9.1, the Board shall have discretion at any time to amend the fees and/or timing of payments for any Member joining SBOP an/or utilising or benefiting from any of SBOP property or privileges where the Board reasonably believes that such concession is beneficial to the wider objectives of SBOP.

## **10. INFORMATION TO BE PROVIDED TO SBOP**

10.1. The Board shall be entitled to request information from Members from time to time, including without limitation:

- (a) A full list of members of the Member Club;
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- (b) The most recent financial accounts of the Member Club;
- (c) A description of the facilities, membership classes and services offered by the Member Club;
- (d) The name of its Delegate or Delegates for the purposes of representation and voting rights at General Meetings; and
- (e) Such other information as may be requested by the Board and relevant to the purposes of SBOP from time to time.

10.2. Member Clubs shall provide information requested by SBOP within 20 working days of the request from SBOP.

10.3. Information requested by SBOP pursuant to this section shall be used only for the purposes of SBOP as permitted by this Constitution and subject to all applicable laws.

## **11. BOARD**

11.1. The Board shall comprise not less than 6 and not more than 8 Officers, including a Chairperson and other Officers who are not disqualified from being appointed pursuant to any legislative requirement applicable to SBOP.

11.2. A Chairperson of SBOP shall be chosen by the Board from among the members of the Board.

11.3. Subject to clause 16. 5, Officers shall be elected to the Board by Members at a General Meeting following written nomination by the Board or a Member Club not less than two months ahead of the General Meeting. Officers shall assume office at the completion of such meeting.

11.4. Notwithstanding section 11.3, the Board shall have power to appoint Officers from time to time to fill a casual vacancy on the Board. Any Officer appointed to fill a casual vacancy shall hold office until the succeeding Annual General Meeting, and may stand for re-election at such Annual General Meeting.

11.5. Officers elected or appointed to the Board shall hold office for a term not exceeding two years subject to earlier death, retirement or removal in accordance with this Constitution. No Officer may serve more than 4 consecutive terms.

11.6. An Officer may be removed from the Board:

- (a) With the approval of a motion by a majority of Officers present and voting on the motion, where the Board considers that the Officer has seriously breached his or her duties to SBOP and/or brought SBOP into disrepute, such that immediate removal is considered appropriate. Before considering such a motion, the Board shall: (a) provide not less than 7 days written notice of a meeting called to consider such removal, and a statement of the alleged breaches or actions giving rise to the motion; and (b) provide the affected Officer with an opportunity to make submissions about the proposed motion in writing prior to the meeting and/or by submission at the meeting.
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(b) With the approval a majority of votes at a General Meeting called for the purpose of considering removal of the Officer.

- 11.7. Notwithstanding clause 11.5, an Officer who also is an employee of SBOP may be removed only in accordance with applicable law relating to employment contracts and obligations.
- 11.8. Subject to compliance with legal requirements applicable to SBOP, SBOP shall be entitled to indemnify or enter into contracts of insurance in respect of liability of Officers (other than criminal liability) for: (a) a failure to comply with a statutory duty of the Officer in relation to SBOP; (b) any other duty imposed on the Officer in their capacity as an Officer; and/or (c) costs incurred by the Officer for any claim or proceeding relating to such liability.
- 11.9. The Board shall appoint at least one contact person, who shall be an SBOP Officer or employee and shall register such contact person with the New Zealand Companies Office.

## **12. BOARD MEETINGS**

- 12.1. Meetings of the Board shall be held at such times and in such manner as may be determined by the Board within the parameters of the constitution.
- 12.2. The quorum for every Board meeting shall be 50 percent (to the nearest higher whole number) of the Officers elected or appointed to the Board.
- 12.3. Officers may attend meetings in person or by audio link, audiovisual link, or other electronic communication.
- 12.4. At Board meetings each Officer in attendance shall have one (1) vote. Where votes on any matter are equal the Chairperson shall have a casting vote. Voting shall occur by show of hands or verbal response. Motions shall be passed if a majority of the Officers present and voting vote in favour of the motion.
- 12.5. Board members may be paid an honorarium in respect of their contribution to SBOP, provided the Board is satisfied that such remuneration is fair and reasonable to SBOP. Board members shall be entitled to be reimbursed for reasonable expenses incurred in relation to SBOP business, subject to any internal policies in place from time to time.
- 12.6. Meetings of the Board shall be minuted and copies of the minutes held at the SBOP registered office.

## **13. POWERS AND DUTIES OF THE BOARD**

- 13.1. Management and control of SBOP and its affairs shall be vested in the Board which may exercise all powers and do all things which may be exercised or done by SBOP and which are not expressly reserved from the Board under section 14.
- 13.2. Without limiting the general powers conferred by this Constitution and subject to section 14, the Board shall regarding the financial and business management, development, and general affairs of SBOP, have the following powers:
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- (a) To purchase, take on lease or acquire any rights, privileges, licenses or benefits in respect of and over any real or other property upon such terms and conditions as the Board thinks fit, and give and execute mortgages or other security interests over the assets of SBOP for the purpose of securing monies advanced or any part thereof.
- (b) To purchase, construct and maintain buildings, fences, vehicles, machinery and all facilities, works and equipment as it considers to be of benefit to SBOP and to acquire or grant easements over property and to let or lease any real or personal property or any interest therein for such term or terms and upon payment of rental or provision of other consideration as the Board thinks fit.
- (c) To borrow or raise money, including the right to execute mortgages and debentures and any securities and to borrow from bankers, companies or other persons with or without security.
- (d) To invest any funds of SBOP in any form of security or investment for the time being authorised by law for the investment of trust funds in New Zealand and to receive and account to SBOP for all dividend, interest or other return from any investment.

13.3. The Board may establish such subcommittees as it may think necessary or appropriate to assist the Board in determining all matters relating to management, maintenance, development and promotion, coaching, improvements and other general matters relating to SBOP and to ensure compliance with the rules, bylaws and regulations of SNZ.

13.4. All funds of SBOP shall be paid into a bank or bank accounts and the transaction of any banking business shall be subject to such reasonable controls as approved by the Board from time to time. Notwithstanding the foregoing, banking transactions shall require the authorisation of at least two (2) Officers.

#### **14. POWERS RESERVED FROM BOARD**

- 14.1. Notwithstanding section 13, the Board shall not make any decisions in respect of the following matters without the prior approval of Members at a General Meeting:
- (a) Borrowing money in excess of Fifty Thousand Dollars (\$50,000.00) in aggregate across all sources;
  - (b) Allocation of voting rights or other privileges to members other than Member Clubs;
  - (c) Alterations to the Constitution of SBOP.

#### **15. GENERAL MEETINGS**

- 15.1. The Board may at any time convene an ordinary General Meeting for any purpose or purposes.
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- 15.2. The Board shall within one (1) calendar month after a written request signed by the Delegates of three Member Clubs (which requisition shall set out the business proposed to be transacted at such meeting) convene a General Meeting.



## **16. ANNUAL GENERAL MEETING**

- 16.1. The Annual General Meeting of SBOP shall be held on a date to be fixed by the Board in each Financial Year which is:

- (a) not later than 6 months after the balance date of the society; and
- (b) Not later than 15 months after the previous Annual General Meeting.

The date of the Annual General Meeting will be notified to Members not less than three (3) calendar months prior to the date of the Annual General Meeting, and shall include a call for nominations for Officers to be elected to the Board.

- 16.2. Any Member Club wishing to place a remit or motion before the Annual General Meeting shall give written notice of such remit to SBOP not later than two (2) calendar months before the date on which the Annual General Meeting is to be held. This Member Club shall then be required to promote and discuss such remit or motion at the Annual General Meeting.
- 16.3. Notice of the Annual General Meeting shall be given to all Members at least one (1) calendar month before such meeting. Such notice shall specify the time and place of the meeting and the business to be dealt with at such Annual General Meeting, including without limitation, the names of any individuals nominated by Member Clubs or the Board for election to the Board.
- 16.4. At the Annual General Meeting, the Board shall table an Annual Report and duly dated Balance Sheet. The business shall be:
- (a) Roll call and confirmation of Member Clubs and Delegates represented;
  - (b) Confirmation of Minutes of previous Annual General Meeting;
  - (c) Adoption of Annual Report and Balance Sheet
  - (d) Election of the members of the Board
  - (e) Motions and/or remits to be considered in accordance with Rule 16.2 or tabled by the Board for consideration;
  - (f) Consideration of recommendations for Honorary Membership; and
  - (g) General Business.
- 16.5. Notwithstanding clauses 11.3 and 16.3, where there are insufficient nominations received ahead of the Annual General Meeting to fill vacancies on the Board, the Chair may request and accept nominations from the floor for Officers and any such nominations shall be voted on by the meeting in the same way as individuals nominated in advance.
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## **17. NOTICE OF AND PROCEDURE AT GENERAL MEETINGS**

- 17.1. Notice of all General Meetings shall be given to all Members at least one (1) calendar month before such meeting. Such notice shall specify the time and place of the meeting and the business to be dealt with.
- 17.2. Notice posted/emailed to a Member Club at its usual postal/email address and to the usual postal/email address of the Club shall operate as notice to that Member Club.
- 17.3. Notwithstanding clause 17.1, a General Meeting other than the Annual General Meeting may be convened on shorter notice than one (1) calendar month where all Member Clubs agree to such shorter notice period.
- 17.4. At all General Meetings the chair will be taken by the Chairperson, provided that if the Chairperson is not present at the time when the meeting is due to start those present shall elect a chairperson from among the Board members present and if no member of the Board is present then from among the members generally and the Chairperson so elected shall remain in the chair until the arrival of the Chairperson.
- 17.5. All resolutions at the General Meeting shall be decided by a majority of votes of Delegates of Member Clubs represented at the meeting.
- 17.6. In a case where votes are equal the Chairperson shall have a casting vote. The Chairperson shall decide upon a show of hands in the first instance but any two Delegates may demand a ballot.
- 17.7. The quorum at all General Meetings shall be that number of Delegates representing not less than three fifths (3/5ths) of the number of Member Clubs. If a quorum is not obtained within three quarters of an hour of the stated commencement time of the general meeting, the meeting shall be adjourned to a date within 20 days after the original General Meeting at the same time and place. If no quorum is obtained at such further General Meeting, then the persons present at that further General Meeting are deemed to constitute a valid quorum.
- 17.8. At any General Meeting only the business set out in the notice relating to such meeting shall be dealt with.
- 17.9. Minutes shall be taken at all General Meetings and be available for review by Members on request.
- 17.10. In calculating the time requirements for the giving of notice the day on which the notice is posted/emailed to the Member and the day of the General Meeting shall be excluded.
- 17.11. The following shall be entitled to attend a General Meeting:
  - (a) Members of the Board
  - (b) Members of SBOP
  - (c) Delegates of Member Clubs;

- (d) Financial members of any Member Club, provided that such individuals shall not be entitled to vote unless they have been appointed as a duly nominated Delegate of a Member Club.
- (e) Officers and employees of SBOP.
- (f) Any person holding an honorary position.
- (g) Such other individuals as the Board may invite from time to time.



## **18. VOTING RIGHTS**

- 18.1. Each Member Club shall be entitled to nominate one (1) Delegate to exercise voting rights on behalf of that Member Club.
- 18.2. A Member Club having more than 100 financial members shall be entitled to nominate an extra Delegate for each complete 100 financial members in excess of 100, provided that no Member Club shall have more than three (3) Delegates in total.
- 18.3. Each Delegate shall have one (1) vote.
- 18.4. No Delegate may represent more than one Club.
- 18.5. Delegates must be personally present in person or through audiovisual means to exercise voting rights. Voting rights may not be exercised by proxy.
- 18.6. In the event of a duly nominated Delegate becoming ill, incapacitated or otherwise unable to act between the time of nomination of that Delegate and the commencement of the meeting, the Delegate may be substituted by the Member Club giving notice in writing prior to or at commencement of the General Meeting.
- 18.7. For the purposes of this section 18, the number of financial members of a Member Club shall be calculated as at a date set by the Board from time to time and notified to the Member Clubs on not less than one (1) calendar month notice.

## **19. ALTERATION TO RULES**

- 19.1. This Constitution of SBOP may be altered, repealed or replaced by a resolution of a three-fifths (3/5ths) majority of the votes recorded by those present and entitled to vote at any General Meeting. The notice calling the General Meeting shall specify the proposed alteration; repeal or replacement but nothing in this Rule shall prohibit the amendment at any General Meeting of any proposal, which has been specified in the notice calling the meeting.
- 19.2. No addition to or alteration of the non-profit aims, personal benefit clause or the winding up clause shall be approved without the approval of Inland Revenue. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

## **20. USE OF FUNDS**

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20.1. No profit or other funds of SBOP shall be used or made available to be used for the private pecuniary profit of any individual member either during the active life of SBOP or on dissolution.

## **21. DISSOLUTION OR WINDING UP**

21.1. Upon dissolution or winding up, if any assets or property remain after the satisfaction of all debts and liabilities, such property or assets shall be given or transferred to a not-for-profit entity having objects similar to objects of SBOP, or to some other charitable organisation or purpose within New Zealand as determined by the Board at the time of making the decision to wind up or dissolve SBOP.

## **22. CONSTITUTION**

22.1. These Rules repeal and replace any previous Constitution and/or Rules that may be in force.

## **23. COLOURS**

23.1. The colours of SBOP are blue and gold.

**DATED at Tauranga this \_\_\_\_\_ day of \_\_\_\_\_ 2021**

