



**WellingtonNorth**  
Badminton

Taylor Park, 24  
Tawa Street  
PO Box 51154,  
Tawa Wellington  
5249

[www.wnba.org.nz](http://www.wnba.org.nz)

**CONSTITUTION  
OF  
WELLINGTON NORTH  
BADMINTON ASSOCIATION INCORPORATED  
(WNBA)**



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## CONSTITUTION

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## CONSTITUTION

### 1 Definitions and interpretation

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

**Act** means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

**Affiliated Club** means a Club which is organised using, either partially or wholly, the personnel and resources of the WNBA.

**AGM** means an annual General Meeting of WNBA held once a year and convened under this Constitution.

**Application** has the meaning given to it in [clause 4.1\(b\)](#).

**Appointed Board Member** means a person (who may or may not be a Member) appointed to serve on the Board pursuant to the provisions of [clause 6.5](#) of this Constitution.

**Badminton** means the game of badminton played under the rules of Badminton as determined by BNZ and/or the Badminton World Federation (being the global governing body for badminton) or successor or replacement organisation.

**BNZ** means Badminton New Zealand Incorporated or its successor or replacement organisation.

**Board** means WNBA's governing body.

**Board Member** means an Appointed Board Member or an Elected Board Member, and includes the Chair.

**Bylaws** means any bylaws, policies, regulations and codes of WNBA made under [clause 14](#).

**Casual Vacancy** is a vacancy which arises on the Board when a Board Member does not serve their full term of office.

**Chair** means the Board Member appointed as chair of the Board under this Constitution.

**Club** means a group of individuals with an interest in badminton and who play together on a regular basis at a facility owned or otherwise provided by WNBA.

**Constitution** means this Constitution, including any amendments and any schedules to this Constitution.

**Contact Details** means:

(a) for any Member, the physical address and email address of that Member as provided to WNBA in the Member's Application (which details may be updated from time to time by notice in writing to WNBA); and

(b) for WNBA:

Email: [office@wnba.org.nz](mailto:office@wnba.org.nz)

Address: Taylor Park, 24 Tawa Street, Tawa 5028

(which details may be updated from time to time by notice in writing to all Members).

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

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**Elected Board Member** means a Member elected to serve on the Board by an Ordinary Resolution pursuant to the provisions of [clause 6.4](#) of this Constitution.

**General Manager** means the person employed in the highest-ranking management position in WNBA.

**General Meeting** means an AGM or SGM of WNBA.

**Ineligible Person** means any person who, at the time of the relevant Application, is:

- (a) already a Member (including where such Member's Membership has been suspended under [clause 4.11\(b\)](#)); or
- (b) not a Member but has previously been a Member whose Membership was terminated by WNBA under [clause 4.11\(a\)](#).

**Interested** has the meaning given in section 62 of the Act.

**Life Member** means an individual who has become a life member of WNBA pursuant to the provisions of [clause 4.3](#) (and Life Membership has a corresponding meaning).

**Matter** has the meaning given in section 62(4) of the Act.

**Member** means an Ordinary Member or a Life Member (as the case may be) (and Membership has a corresponding meaning).

**Member Association** means a member association (as that term is defined in the constitution of BNZ) of BNZ.

**Officer** means a Board Member, the General Manager and any other natural person occupying a position in WNBA that allows that person to exercise significant influence over the management or administration of WNBA.

**Ordinary Member** means, at the relevant time any individual who has become an Ordinary Member of WNBA pursuant to the provisions of [clause 4.1](#) and who has not ceased to be an Ordinary Member pursuant to any other relevant provision of this Constitution (and Ordinary Membership has a corresponding meaning).

**Ordinary Resolution** means:

- (a) in relation to a General Meeting, a resolution passed by a majority of Members attending that meeting; or
- (b) in relation to a meeting of the Board, a resolution or motion passed by a majority of Board Members attending that meeting.

**Purpose** means the purpose of WNBA described in clause 3.1.

**Region** means the geographical area represented by WNBA and within which the primary base of activities of WNBA is located and is, at the date of adoption of this Constitution.

**Representative Player** means a person who has, in any given year, been selected to play in a Representative Team.

**Representative Team** means a team representing WNBA at an age group, senior (open), master, veteran or super veteran level.

**SGM** means a special General Meeting of WNBA, other than an AGM, called for a specific purpose or purposes and convened under this Constitution.

**Special Resolution** means:

- (a) in relation to the General Meeting, a resolution passed by no less than 75 percent of Members attending that meeting; or
- (b) in relation to a meeting of the Board, a motion or resolution passed by no less than 75 percent of Board Members attending that meeting.



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**U16 Representative Player** means a Representative Player who is under the age of 16 years.

**Working Day** has the meaning given to that term under the Legislation Act 2019 and excludes Wellington Anniversary Day.

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

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised as a person by law and vice versa and any reference to a particular entity will, where the context permits, include that entity's successors in title.
- (e) A reference to any legislation includes any 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.
- (f) All periods of time or notice exclude the days on which they are given.

## 2 Details of WNBA

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- 2.1 **Name:** The name of the society is Wellington North Badminton Association Incorporated (and is referred to in short as "WNBA" in this Constitution).
- 2.2 **Status:** WNBA is a Member Association which is, pursuant to the constitution of BNZ, bound by, and required to, observe the rules of BNZ.
- 2.3 **Registered office:** The registered office of WNBA is at the place the Board decides from time to time.
- 2.4 **Contact person:** At its first meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three, persons to be the contact person for WNBA for the purposes of section 113 of the Act, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

## 3 Purpose and powers

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- 3.1 **Purpose:** The overarching purpose of WNBA is to support, strengthen and promote Badminton in the Region and, in effecting such purpose, WNBA will:
  - (a) lead the promotion, development and administration of Badminton as an amateur sport within and for the Region;
  - (b) provide, promote, develop and co-ordinate Badminton competitions and other opportunities in the Region to enable, assist and enhance the participation, enjoyment and performance in Badminton across all levels including, using reasonable endeavours to field representative teams at national teams events and competitions;
  - (c) procure, provide and maintain suitable venues and facilities in the Region for the participation, enjoyment and performance in Badminton including not less than one purpose-built facility;
  - (d) develop and train coaches, technical officials and administrators in the Region;



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- (e) educate and make available to the Community the rules of Badminton as specified by BNZ from time to time, and in holding and/or administering any competitions or events in the Region, ensure that such rules are consistently enforced;
- (f) collaborate with other Member Associations and other like-minded/similar organisations;
- (g) do all things reasonably necessary to continue to be the Member Association for the Region (and not do anything to cause its membership of BNZ to be suspended); and
- (h) protect the integrity of Badminton and WNBA by encouraging fair play, developing and enforcing standards of conduct, ethical behaviour and implementing good governance.

3.2 **Diversity, Equity and Inclusion:** In effecting its purpose and exercising its powers, WNBA will, where reasonably appropriate, lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including its governance and participation in Badminton.

3.3 **Tikanga:** The tikanga, kawa, culture or practice of WNBA is as the Board may determine in a specific policy, and this Constitution must be interpreted having regard to that tikanga, kawa, culture or practice.

3.4 **Capacity and powers:** WNBA has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the constitution of BNZ, the Act, any other legislation, and the general law.

## 4 Members

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### 4.1 Application:

- (a) Any individual who is not an Ineligible Person and is over the age of 16 years, may, at any time, apply to be an Ordinary Member. An U16 Representative Player is ineligible for Membership but their parent or guardian (provided they are also not an Ineligible Person) may apply to be an Ordinary Member on behalf of the U16 Representative Player.
- (b) An application to become an Ordinary Member (**Application**) must be:
  - (i) in the form required by WNBA from time to time; and
  - (ii) accompanied by such other information or documentation as WNBA otherwise reasonably requires.
- (c) All Applications will be reviewed by the Board (or by a person or subcommittee to whom or which the Board may delegate such function), which may accept or decline an Application (or accept an Application subject to certain conditions) in its absolute discretion and must decline an Application where:
  - (i) the applicant is an Ineligible Person; and/or
  - (ii) the Application has not been properly or fully completed; and/or
  - (iii) any other information and/or documentation required under [clause 4.1\(b\)\(ii\)](#), has not been provided.
- (d) If an Application is declined or given subject to certain conditions under [clause 4.1\(c\)](#), the Board (or the person or subcommittee with the relevant delegation) will give the applicant written notice that the Application has been declined or is being accepted subject to conditions (and specifying what such conditions are) (as the case may be) no later than 20 Working Days following the Board's receipt of the Application.



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- (e) Unless declined under the above provisions, an Application is deemed to have been accepted by the Board, subject to:
  - (i) the Board being entirely satisfied (at its own discretion) that any preconditions to Membership as set out the Board's notice under [clause 4.1\(c\)](#), have been fulfilled; and
  - (ii) payment of the required Membership fees in accordance with clause [4.7\(b\)](#).

**4.2 Automatic renewal:** Ordinary Membership of WNBA is annual, commencing on the date that the Ordinary Member's Application is accepted and expiring on 31 March following that date, provided that the Ordinary Membership of any Ordinary Member who, on 31 March in any given year is not an Ineligible Person, will be automatically renewed from 1 April of that year until 31 March of the following year unless and until:

- (a) the Ordinary Member fails to pay the required Membership fees for that year by the required date for payment as referred to in clause [4.7\(b\)](#); and/or
  - (b) the Ordinary Membership otherwise ceases pursuant to [clause 4.9](#) of this Constitution.
- For the avoidance of doubt, the provisions of this clause 4.2 will not apply to the Membership of the parent or guardian of an U16 Representative Player if that U16 Representative Player turned 16 years of age in the preceding 12 months.

**4.3 Life Members:**

- (a) Any individual who has given meritorious service to WNBA for a period of 10 years or more is eligible to be elected as Life Member.
- (b) Any Member may, by giving written notice to the Board, nominate an individual (**Nominee**) to become a Life Member (**Nomination**). The Nomination must set out the grounds for the Nomination.
- (c) The Board (or any subcommittee to which the Board has delegated such function) must, within a reasonable time of receipt of the Nomination, consider whether to approve the Nomination, or not. The Board (or subcommittee) must:
  - (i) not approve any Nomination if the Nominee does not meet the eligibility requirements of [clause 4.3\(a\)](#); and
  - (ii) notify the nominator in writing as to its approval (or not) of the Nomination, within a reasonable time of the decision of the Board (or subcommittee).
- (d) If approved by the Board (or subcommittee), the Nomination will be included for consideration by the Members at the next General Meeting.
- (e) A Nominee may only be elected as a Life Member by a Special Resolution at a General Meeting.
- (f) If elected pursuant to clause [4.3\(e\)](#), the Nominee becomes a Life Member effective from the date that the Nominee gives its consent to Life Membership pursuant to clause [4.4\(b\)](#). Life Membership will continue for a Life Member's life, unless cancelled earlier in accordance with the provisions of this Constitution.
- (g) Life Members will have such rights and benefits as determined by the Board from time to time.

**4.4 Member consent:**

- (a) A person consents to become an Ordinary Member by:
  - (i) initially, submitting an Application (and endorsing their consent to their Membership on the Application form); and



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(ii) following the automatic renewal of that person's Ordinary Membership in accordance with clause 4.2, paying the required Membership fees for that Ordinary Member for that year in accordance with clause [4.7\(b\)](#).

(b) A Nominee who:

- (i) was not, immediately prior to their Life Membership, an Ordinary Member, must consent to becoming a Life Member by completing and signing a consent form (which will be on such form as the Board requires from time to time); or
- (ii) was, immediately prior to their Life Membership, an Ordinary Member, consents to becoming a Life Member by accepting the Life Membership.

4.5 **No Membership:** Unless a person is a Member (or, if an U16 Representative Player, that person's parent or guardian is a Member), that person will be ineligible to:

- (a) play for a Representative Team in any tournament or event (whether or not that person has been selected to play in a Representative Team); and
- (b) participate in:
- (i) the activities of an Affiliated Club (other than as a casual player, as WNBA shall determine from time to time); and
- (ii) WNBA-organised tournaments and events,

without the prior written consent of the Board (or a person or any subcommittee to which the Board has delegated such function), which the Board (or person or subcommittee) may give or withhold at its sole discretion.

4.6 **Member rights:** Subject to the performance of the Member obligations set out in [clause 4.7](#) below (or elsewhere in this Constitution), each Member is entitled to all rights and entitlements applicable to such type of Member as set out in this Constitution or, as applicable, as determined by the Board. No Member has, by virtue of their Membership, ownership or any other proprietary rights, interests or shares in respect of any funds or property owned by WNBA.

4.7 **Member obligations:** Each Member:

- (a) is bound by, and will comply with:
- (i) this Constitution; and
- (ii) the Bylaws;
- (b) must pay all applicable Membership fees by the relevant date for payment (as established by the Board under [clause 4.8](#));
- (c) will promote the interests and purposes of WNBA and must not do anything to bring WNBA into disrepute; and
- (d) must not do anything to cause WNBA to breach its obligations as a Member Association under the constitution and bylaws of BNZ.

For the avoidance of doubt, any Member being a parent or guardian of an U16 Representative Player will procure that that U16 Representative Player complies with the obligations in paragraphs (a), (c) and (d) of this clause.

4.8 **Membership fees:** The Board (or any person or subcommittee to whom or which the Board delegates such tasks) will:

- (a) establish the Membership fees for Ordinary Members in each year; and
- (b) prescribe the date by which the Membership fees are required to be paid by the Ordinary Members.





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### 4.9 **Ceasing to be Member:** A Member ceases to be a Member:

- (a) if their Membership is not renewed in any given year, including for failure to pay their Membership fees;
- (b) on their death;
- (c) by giving notice to the Board of their resignation as a Member; or
- (d) if their Membership is terminated pursuant to clause [4.11\(a\)](#).

### 4.10 A Member who ceases to be a Member ceases to have the rights and obligations of a Member from and including the date of cessation of that Member's Membership, provided however that such Member, must, despite the cessation of their Membership:

- (a) pay all their outstanding membership and other fees to WNBA, despite the cessation of their Membership; and
- (b) return of WNBA's property held by that Member (if applicable).

For the avoidance of doubt, the obligations referred to in paragraphs (a) and (b) of this clause survive the cessation of the Member's Membership.

### 4.11 **Termination / suspension of Membership:**

- (a) The Board may, acting reasonably and on the basis of accurate and reliable information (including, where applicable, following an investigation by WNBA or any other relevant authority into the relevant Member and/or their conduct), terminate the Membership of any Member if the Board considers, following a special resolution of the Board, that:
  - (i) that Member has breached one or more of its obligations under [clause 4.7](#); and
  - (ii) it is in the best interests of WNBA to terminate that Member's Membership.Any termination under clause 4.11(a) is subject to the rights of the relevant Member to raise a dispute over or in connection with such termination pursuant to [clause 15](#) of this Constitution.
- (b) Without limiting the Board's powers under paragraph (a) of this clause, the Board may suspend the Membership of a Member, if:
  - (i) the Board has reasonable cause to believe that that Member may have breached one or more of its obligations under [clause 4.7](#) of this Constitution (including following receipt of an allegation from a third party) but further information is needed to confirm such breach; and
  - (ii) the Board considers, following a Special Resolution of the Board, that suspension of that Member's Membership is in the best interests of WNBA pending an investigation into, or receipt of further information about, that Member and/or its conduct.
- (c) Unless otherwise permitted by the Board, a Member whose Membership is suspended under clause 4.11(b) is not entitled to, for the duration of the suspension:
  - (i) attend, speak or vote at a General Meeting;
  - (ii) exercise any other rights or entitlements afforded to a Member under this Constitution; or
  - (iii) hold office in any position within WNBA (including as a Board Member).
- (d) A suspension under clause 4.11(b) will continue until the earlier of:
  - (i) resolution or determination of the dispute (following which the Member's Membership will, in accordance with such resolution or determination, either be terminated under clause 4.11(a) or reinstated; and



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(ii) cessation of the Member's Membership under clause [4.9\(a\),\(b\) or \(c\)](#);

4.12 **Member register:** The Board will keep and maintain an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to WNBA of any change to their Contact Details. The Board will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

### 5 General Meetings

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5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Board decides, but not more than 6 months after the balance date of WNBA and not more than 15 months after the previous AGM.

5.2 **Notice of AGM:** WNBA must give Members no less than 30 days' prior notice of an AGM. Notice may be given by posting on WNBA's website.

5.3 **Notice of proposed motions:** Members must give written notice to WNBA of any motions they wish to propose, or any other items of business they wish to raise, at the AGM, no later than 20 days before the date of the AGM.

5.4 **Agenda of AGM:** WNBA must provide written notice to the Members of the agenda containing the business to be discussed at the AGM no later than 14 days before the date of the AGM. Notice may be given by posting on WNBA's website.

5.5 **Business of AGM:** At the AGM:

(a) the Board will:

(i) present the following information in respect of the most recently completed accounting period:

- (1) the annual report on the operations and affairs of WNBA;
- (2) the annual financial statements of WNBA; and
- (3) any disclosures of conflicts of interest made by Officers (including a brief summary of activities of WNBA to which those disclosures relate); and

(ii) announce the appointment to the Board of any Members under [clause 6.5](#) since the last AGM;

(b) the Members will:

(i) consider and confirm the minutes of the previous AGM;

(ii) consider and/or vote on:

- (1) the election to the Board of any persons nominated to be a Board Member in accordance with clause [6.4\(b\)](#) (in respect of any then current Board vacancies); and
- (2) the election to Life Membership of any Nominee whose Nomination has been approved by the Board under [clause 4.3](#);
- (3) any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM; and/or
- (4) any other items of business that have been properly submitted for consideration at the AGM; and

(c) the Members may not vote on any items of business which are not set out in the agenda, except as the Members may agree by Special Resolution.



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- 5.6 **SGM:** The Board may, at any time, call a SGM, and must call a SGM in the following circumstances:
- (a) within 30 days of the Board's receipt of a written request for a SGM, signed by, from (or on behalf of) no fewer than 25 percent of Members; or
  - (b) if, at a meeting of the Board, 50 percent or more of the Board Members are prevented from voting on any Matter due to those Board Members being Interested in that Matter, by giving no less than 14 days notice of the SGM to the Members (or such shorter notice period as the Board, in its sole discretion, considers appropriate having regard to the urgency of the nature of business proposed to be discussed at the SGM). The notice may be given by posting on WNBA's website and will state the purpose of the SGM.
- 5.7 **Method of holding meeting:** A General Meeting may be held by a quorum of people attending either in person at the specified time and place or remotely by audio link, audio-visual link or other electronic communication (or by a combination of those methods).
- 5.8 **Quorum:** A General Meeting may not commence (or continue) unless a quorum is present. The quorum for a General Meeting is 10 Members who are entitled to vote on any given issue.
- 5.9 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM must be adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or remotely, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.10 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM must be cancelled.
- 5.11 **Control of General Meetings:** General Meetings will be chaired by:
- (a) the Chair; or
  - (b) if the Chair is unavailable, a Board Member (appointed by the Board); or
  - (c) if neither of the persons referred to in paragraphs (a) and (b) is available, such person as the Members present at the General Meeting may elect to chair the General Meeting, provided that that the Members present may, by Ordinary Resolution, elect any Member to chair the General Meeting (or part of the meeting) if they consider that, in the circumstances, it is more appropriate for that person to chair the meeting (or such part of it) than the Chair or a Board Member.
- 5.12 **Omissions and irregularities:** The General Meeting and its business will not be invalidated by an irregularity, error or omission in the provision of notices and/or agendas or any other error in the organisation of the meeting, if:
- (a) the chair of the meeting, in their discretion, determines that it is appropriate for the meeting to proceed despite the irregularity, error, or omission; and
  - (b) a motion to proceed is put to the meeting and a two thirds majority of Members attending that General Meeting vote in favour of the motion to proceed.



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- 5.13 **Attendance:** Members and any other persons invited by the Board are eligible to attend and speak at General Meetings. All Members in attendance are eligible to move and second motions.
- 5.14 **Voting:** Each Member is entitled to one (1) vote on any given motion, resolution or other issue, which the Member may cast in person or remotely. Voting by proxy is not permitted. Voting is conducted by voices or a show of hands as determined by the chair of the General Meeting, unless a secret ballot is called for and approved by the chair or as otherwise required under this Constitution.
- 5.15 **Minutes:** WNBA must keep minutes of all General Meetings.
- 5.16 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.17 **Resolution passed in lieu of meeting:** A resolution may be passed (and will be valid as if it had been passed at a General Meeting) if the resolution:
- (a) is either signed or approved by email or other electronic means by 75 percent or more of Members; and
  - (b) complies with the requirements of section 89 of the Act.

## 6 Board

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- 6.1 **Role and functions:** Subject to any specific modifications, exceptions, or limitations contained in the Act or in this Constitution, the Board's role and functions within WNBA are to manage, direct and oversee the management of, the operation and affairs of WNBA.
- 6.2 **Powers:** Subject to any specific modifications, exceptions, or limitations contained in the Act or in this Constitution, the Board has all the powers necessary for the carrying out and implementation of its role and functions as described in clause 6.1, including, but not limited to, those powers expressly set out in this Constitution.
- 6.3 **Composition:** The Board must, at any given time, consist of:
- (a) no fewer than 3 and no more than 5 Elected Board Members;
  - (b) no fewer than 1 and no more than 4 Appointed Board Members; and
  - (c) no fewer than 4 and no more than 7 Board Members in total, a majority of whom must be Members.
- 6.4 **Election of Board Members:** Elected Board Members are elected as follows:
- (a) the Board must call for nominations for any vacant Elected Board Member positions on the Board at least 30 days before the AGM;
  - (b) nominations must be submitted to the Board no later than 20 days prior to the AGM, in the form prescribed by the Board;
  - (c) the Board must give notice of the nominations to all Members at least 14 days before the AGM. Notice under this clause may be given by posting on the WNBA website. For the avoidance of doubt, the Board is not required to give notice of any nomination it has received in respect of a person who is disqualified from being elected under clause 6.8 of this Constitution;
  - (d) if the Board has received more nominations of persons (who are not disqualified under [clause 6.8](#)) than the number of positions available, then such positions will be filled as follows:
    - (i) the Members present at the AGM must each cast a vote for the nominee(s) they wish to be elected to the Board, as follows:



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- (1) each Member may vote for one nominee per position available; and
  - (2) unless otherwise agreed at the AGM by way of Special Resolution, votes will be cast by way of secret ballot, with two scrutineers being appointed (by way of Ordinary Resolution) to count the votes;
- (ii) following the counting of the votes:
- (1) if there is only one position available, the nominee who has received the highest number of votes in their favour will be elected to the Board;
  - (2) if there is more than one position available, those nominees (equivalent in number to the number of positions available) who have received the highest number of votes in their favour will be elected to the Board; and
  - (3) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees; and
- (e) if there is only one nominee for a vacant position, that person is deemed to be elected without the need for a vote.

- 6.5 **Appointment of Board Members:** Subject to [clause 6.3](#), the Board may at any time, by way of Ordinary Resolution, appoint any person who is not disqualified from being appointed as a Board Member under [clause 6.7](#) of this Constitution to be a Board Member for a term not exceeding 3 years. Persons appointed as Board Members under this clause need not be Members.
- 6.6 **Consent and Qualification:** Upon their election or appointment, every Board Member must, in writing:
- (a) consent to be a Board Member; and
  - (b) certify that they are not disqualified from being elected, appointed or holding office as a Board Member by this Constitution or under section 47 of the Act.
- 6.7 **Disqualification:** The following persons are disqualified from being elected, appointed or holding office as a Board Member:
- (a) an employee of, or independent contractor to, WNBA;
  - (b) a person who is disqualified from being elected, appointed or otherwise holding office as a Board Member under section 47(3) of the Act; or
  - (c) a person:
    - (i) who has been previously removed as a Board Member; or
    - (ii) whose Membership has been previously suspended or terminated, in accordance with this Constitution or any Bylaw.

If, at any time during an existing Board Member's term in office, that Board Member becomes disqualified in accordance with this clause 6.7, then that Board Member will be deemed to have vacated their office as a Board Member from and including the date of such disqualification.

- 6.8 **Term of office:** The term of office for all Board Members is 3 years, expiring at the end of the relevant AGM, provided that the term of office of an Appointed Board Member may be for any period as the Board may decide by Ordinary Resolution, up to but not exceeding 3 years. A Board Member may be re-elected or reappointed to the Board for a maximum of 3 consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served.

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### 6.9 Removal/suspension of Board Member:

- (a) The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of office if the Board, being properly informed and acting reasonably, considers that that Board Member:
- (i) has seriously breached one or more of its duties under this Constitution or the Act;  
or
  - (ii) is no longer a suitable person to be a Board Member; or
  - (iii) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring WNBA or badminton into disrepute or which may be prejudicial to the Purposes or the interests of WNBA and/or badminton if they remain as a Board Member.
- (b) Without limiting the Board's powers under clause 6.9(a), the Board may, by Special Resolution, suspend a Board Member from the Board if, pending investigation or the receipt of further information, the Board considers that:
- (i) that Board Member may:
    - (1) have seriously breached one or more of its duties under this Constitution or the Act;
    - (2) no longer be a suitable person to be a Board Member; or
    - (3) be involved with, interested in, or otherwise closely connected to a person or activity which has or may bring WNBA or badminton into disrepute or which may be prejudicial to the Purposes or the interests of WNBA and/or badminton if they remain as a Board Member; or
    - (4) have become disqualified from being a Board Member under [clause 6.7\(b\)](#);  
and
  - (ii) suspension of that Board Member from the Board pending investigation or the receipt of further information is in the best interests of WNBA.
- (c) The Board Member who is the subject of any motion to remove or suspend under this clause 6.9 is counted for the purpose of reaching a quorum but will not participate in the vote on the motion (and for the purposes of the vote, the Board will be deemed to not include the relevant Board Member).
- (d) Before considering a motion for removal or suspension, the Board Member affected by the motion must be given reasonable written notice in advance that a Board meeting is to be held to discuss the motion to remove or suspend the Board Member and, in relation to a motion for removal:
- (a) adequate time and opportunity prior to the Board meeting to prepare a response or make written submissions to the Board; and
  - (b) the opportunity to be heard at the Board meeting.
- (e) For the avoidance of doubt, the Board's powers under clause 6.9(a) and (b) do not limit the application of [clause 6.7](#).

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### 7 Board meetings

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- 7.1 **Meetings frequency:** The Board will meet a minimum of six (6) times per year at such locations, times and in such manner as will be determined by the Chair.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 7.3 **Quorum:** The quorum for a Board meeting is three (3) Board Members. A Board Member may be counted for the purposes of a quorum, participate in any Board meeting and vote on any proposed resolution at a meeting by audio or audio-visual link or other electronic communication provided that that person can hear, and be heard by, the other Board Members effectively and simultaneously.
- 7.4 **Chair:** At its first meeting following an AGM, the Board must elect a Chair. The role of the Chair is to chair meetings of the Board. If the Chair is unavailable, another Board Member must be elected by the Board to undertake the Chair's role during the period of unavailability.
- 7.5 **Voting:** All decisions and resolutions of the Board will be determined by a vote of a majority of Board Members present at the meeting. Each Board Member has one vote. Votes may be cast verbally, by a show of hands or, if requested by any Board Member, by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. If there is an equality of votes, the Chair does not have a casting vote.
- 7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is valid as if it had been passed at a Board meeting, provided that every Board Member was given sufficient written notice of the resolution in advance of its passing. Any resolution may consist of several documents in the same form each signed (or consented to) by one or more Board Members.

### 8 Officers' Duties

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Every Officer is bound by, and must comply with, the Officers' duties set out in the Act. WNBA will ensure such duties are set out in the Board Charter.

### 9 Interests

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

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- 9.4 **Notice of failure to comply:** The Board 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.

### 10 General Manager

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- 10.1 **Appointment and role of the General Manager:** The Board may employ a General Manager. The General Manager is under the direction of, and reports to, the Board and is responsible for the day-to-day management of the affairs of WNBA under this Constitution and the Bylaws and within any delegated authority from the Board.
- 10.2 **Attendance at Board meetings:** The General Manager may attend Board meetings as and when required by the Board but has no voting rights.

### 11 Finances

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- 11.1 **Control and management of finances:** The funds and property of WNBA are controlled, and may be invested and/or disposed of, by the Board solely for the Purposes and for no other purpose, but subject always to the provisions of this Constitution.
- 11.2 **Transactions:** WNBA may enter into any transaction (including to invest funds, acquire or dispose of assets and borrow money and provide security for such borrowing) with the approval of the Board, provided that:
- (a) in each case, it is doing so for the Purposes and for no other purpose; and
  - (b) a Special Resolution at a General Meeting is obtained if the amount of the funds being invested, or the value of the assets being acquired or disposed of, or the amount of the borrowing (as applicable) exceeds an amount equivalent to half the value of WNBA's assets immediately prior to the investment, acquisition or disposal.
- 11.3 **Balance date:** WNBA's balance date is 31 December in every year or such other date as the Board may decide from time to time.
- 11.4 **Review of financial statements:** The Board must appoint a suitably qualified and experienced person to review and report to the Board on WNBA's financial statements each year and the reviewed financial statements (and report) must be included in the agenda for the next AGM (and made available to all Members in accordance with clause 5.4). The Board will:
- (a) procure the reviewer to confirm in the report whether or not the reviewer considers that the information in the financial reports has been presented in accordance with WNBA's accounting policies;
  - (b) provide the reviewer with access to all information that the Board considers (acting reasonably) is relevant to the financial statements, together with any other information reasonably requested by the reviewer; and
  - (c) use reasonable endeavours to facilitate the reviewer's access to persons within WNBA from whom the reviewer (acting reasonably) requires information that is not otherwise obtainable.
- 11.5 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from WNBA. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred in the performance of their roles or duties or in carrying out any voluntary work for the benefit of WNBA (as applicable); or





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(b) entering into any transactions with WNBA for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties, provided that no Officer or Member may influence any such decision made by WNBA in respect of payments or transactions between it and the Officer or Member (or their direct family or any associated entity) and, in relation to Officers, such transactions have been authorised by the Board.

### 12 Indemnity and insurance

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12.1 WNBA may, by Ordinary Resolution:

- (a) indemnify an Officer, Member or employee of WNBA for and against the liability and costs referred to in section 96 of the Act; and/or
- (b) with the prior approval of the Board, effect insurance for an Officer, Member or employee of WNBA for and against the liability and costs referred to in section 97 of the Act.

### 13 Amendments

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13.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.

13.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.

### 14 Bylaws

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The Board may make and amend Bylaws for the conduct and control of WNBA's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Act and any other laws. All Bylaws are binding on WNBA and the Members. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

### 15 Dispute resolution

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- (a) A Member, Officer or WNBA may make a complaint or raise a dispute in accordance with clause 2 of Schedule 2 of the Act and in that event, the complaint or dispute will be dealt with in accordance with clauses 3 – 8 of Schedule 2 of the Act. Any decision or determination made under and in accordance with such provisions will be final and binding on the parties to the complaint or dispute (except in relation to any manifest error).
- (b) For the purposes of paragraph (a) of this clause, "dispute" has the meaning given to it in section 38 of the Act.

### 16 Liquidation and removal

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

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



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- 16.2 The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.
- 16.3 **Special resolution:** Any resolution for a motion set out in clauses 16.1(a) to (c) must be passed by a Special Resolution of Members.
- 16.4 **Surplus assets:** The assets of the WNBA, after the payment of all costs, debts and liabilities, must be disposed of to another not-for-profit entity that shares similar purposes to the WNBA or for some other charitable purpose, within New Zealand.

### 17 **Matters not provided for**

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

### 18 **Notices**

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- 18.1 **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication required to be delivered under this Constitution must be in writing and be given to:
- (a) a Member, if sent to either the physical or email address set out in their Contact Details;
  - (b) WNBA if sent to either the physical or email address set out in their Contact Details.
- 18.2 **Receipt of notices:** A notice is deemed to have been received:
- (a) if given by post, when left at the address of that party or five Business Days after being put in the post; or
  - (b) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive notice or communication any "out of office" auto-reply or other indication of non-receipt), provided that any 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.