

**TENNIS MID CANTERBURY SUB ASSOCIATION INCORPORATED**

**CONSTITUTION**

**RUSSELL MOON & FAIL**  
Barristers & Solicitors  
PO Box 22  
**ASHBURTON**

Copy 15/2/2010

CONSTITUTION FOR Tennis Mid Canterbury Sub Association Incorporated  
(Trading as Mid Canterbury Tennis).

The Officers of Tennis Mid Canterbury Sub Association Incorporated seek to become registered as a Charitable Entity pursuant to the Charities Act 2005. In order to adhere to the charitable requirements of this Act, the officers have resolved that the old constitution dated 12 September 1958 shall be revoked and that a new constitution, as follows below, shall be adopted.

**1. NAME**

The Name of the Association shall be the Tennis Mid Canterbury Sub Association Incorporated. The Association will trade as "Mid Canterbury Tennis".

**2. AFFILIATION**

The Association shall be affiliated to Canterbury Tennis, Tennis New Zealand and such other organisations as shall from time to time be considered appropriate by the Board of the Association.

**3. MEMBERS**

The members of the Association shall be such tennis clubs within the district of Mid Canterbury as have applied for and been admitted to membership as bonafide tennis clubs by the Board of the Association and are otherwise qualified for membership according to these rules.

**4. EXCLUSIVELY CHARITABLE PURPOSES**

The property of the Association including capital and income shall be applied, as the Officers of the Association think fit, exclusively for or towards any or more of the following exclusively charitable purposes, which are declared to be the purposes of this Association, namely:

- 4.1 To operate as an administrative agency for the sport of tennis within the Mid Canterbury district, including organising coaching, competitive and social tennis for all ages.
- 4.2 To promote, foster and encourage tennis as a sport in Mid Canterbury by providing an environment and structure that will encourage maximum participation at all levels of competence.
- 4.3 Finance: To be financially secure with sufficient resources to ensure the achievement of all its programmes and ongoing development of its facilities.
- 4.4 Marketing, Promotions and Sponsorship: To obtain recognition of tennis as a high participation, progressive and leading sport in Mid Canterbury, and to encourage involvement in the sport.
- 4.5 Open Grade Tennis: To provide competitions and events that meet the needs of different groups of players, from those at a beginner level, to those who play at a very high competitive standard.

*Max M.A. C.M.C. M.K. M.D.A. S.S.A.*

- 4.6 Facilities, Maintenance and Management: To ensure the Ashburton Trust Tennis Centre is developed and maintained as a top class sporting and recreational facility.
- 4.7 Player/Coaching Development: To establish and promote an organised structure and support network that offers every opportunity for all players and coaches to reach their potential. This includes providing a solid grounding in Tennis that will allow exceptional players to compete at representative level within the Canterbury area and further afield.
- 4.8 Junior Tennis: To promote tennis at the junior level and provide the necessary education, support, guidance and competitions to ensure all juniors have the opportunity to develop their skills to their full potential.
- 4.9 Tennis Seniors: To provide competitions and events that meet the needs of different groups of players, including competitive and social tennis.
- 4.10 To promote attitudes and behaviour conducive to good conduct and fair play.
- 4.11 To promote tennis as a healthy lifestyle choice, beneficial to people of all ages.
- 4.12 To provide recreational facilities for non-members of the Association and the community as a whole, allowing people to participate in and benefit from playing tennis.
- 4.13 To do all other acts matters and things as are incidental to or conducive to the charitable purposes described above in this clause 4.

**5. INTERPRETATION**

- 5.1 "Concessionary Provisions" means sections CW 41 (Charities: non-business income), CW 42 (Charities: business income), CX 25 (Benefits provided by charitable organisations), DB 41 Charitable or other public benefit gifts by company) and DV 12 (Maori authorities: donations) and subpart LD (Tax credits for charitable or other public benefit gifts) of the Income Tax Act 2007; section 73(1) of the Estate and Gift Duties Act 1968; and, if the Association is registered under the Goods and Services Tax Act 1985, the provisions of that Act relating to non-profit bodies, as defined in section 2(1) of that Act;
- 5.2 Change in Law: If, because of any change in the law brought about by the enactment of new legislation and/or the amendment or repeal of existing legislation, or by any change in the official interpretation or official application of any such legislation, it is at any time necessary to amend the terms of this deed in order to achieve and/or preserve the availability of any concession in relation to the Association under any of the Concessionary Provisions, which would otherwise be available were it not for the change in the law, then, despite clause 27, the terms of this deed will at that time be deemed to be amended to the extent necessary.

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- 5.3 Purposes Independent: The Board is empowered to carry out any one or more of the purposes of the Association independently of any other purpose of the Association
- 5.4 Purposes within New Zealand: All the purposes of the Association must be carried out exclusively within New Zealand.
- 5.5 Business for Purposes within New Zealand: Any business carried on by or on behalf of or for the benefit of the Association must be carried on for those purposes of the Association exclusively carried out within New Zealand.
- 5.6 Receipt of Public Donations for Purposes Within New Zealand: Unless and until such time as the Association is listed as a recipient of charitable or other public benefit gifts in Schedule 32 of the Income Tax Act 2007, any monetary donation made to the Association for the purposes of the Association must, subject to the terms of the donation, be placed by the Board in a fund established and maintained by the Board wholly or mainly for those purposes of the Association carried out within New Zealand so that the donation qualifies as a charitable or other public benefit gift for the purposes of sections DB 41 and DV 12 and subpart LD of the Income Tax Act 2007.
- 5.7 Governing Law: This deed is governed by New Zealand law. The Association submits to the non-exclusive jurisdiction of all courts having jurisdiction in New Zealand.

## 6. POWERS OF THE BOARD

- a) Promotion of Purposes: The Board, in connection with the Association, will only promote the exclusively charitable purposes of the Association described in clause 4.
- b) Extent of Board's Powers: In particular and in addition to all other powers conferred by law, but subject to the restrictions contained in this deed:
- i) Powers: the Board will have the same powers as if it was the beneficial owner of the funds of the Association; and
  - ii) Powers Not Limited: the Board's powers will not be limited or restricted by any principle of construction or rule of law or statutory power or provision except to the extent that it is obligatory.
- c) Status of Powers: None of the powers or authorities conferred on the Board by this clause or otherwise will be deemed subsidiary or ancillary to any other power or authority. The Board may exercise any of those powers and authorities independently of any other power or authority. If there is any ambiguity, this provision will be construed so as to widen and not restrict the Board's powers provided that at no time shall this provision be construed so as to prevent the availability of any concession in relation to the Association under any of the Concessionary Provisions, which would otherwise be available.

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CME [Signature] MDA. A.D.B. W

**7. BOARD**

The Association shall be controlled and managed by a Board consisting of the

- a) President;
- b) Vice-President;
- c) Secretary;
- d) Treasurer;
- e) Convenors of Open Grade Tennis, Junior Tennis and Mid Canterbury Tennis Seniors;
- f) The appointed representative of the "Mid Canterbury Tennis Charitable Trust"; and
- g) Any other member appointed by election at the Annual General Meeting of the Association or pursuant to Clause 13.

At its discretion the Board may appoint additional members who may remain on the Board until the next Annual General Meeting.

**8. BOARD MEETINGS - WHEN HELD**

Meetings of the Board shall be held when called by either the President or the Secretary provided that a special meeting of the Board must be called by the President or Secretary upon receipt of a requisition for such meeting signed by not less than three Board Members.

**9. BOARD MEETINGS - NOTICE**

The Secretary shall give to Board Members at least (7) days prior notice of all meetings of the Board.

**10. BOARD MEETINGS - CHAIRMAN**

The President of the Association shall be Chairperson of all meetings of the Board, but in his/her absence the Vice-President shall chair the meeting. In his/her absence the board members present shall elect by a show of hands (conducted by the Secretary or other officer present appointed to do so) one of their number to chair the meeting.

**11. BOARD MEMBERS - QUORUM**

The quorum for Board meetings shall be not less than one-quarter of the persons entitled to be present and vote thereat. If at any meeting time the number of members present within thirty minutes of the appointed meeting commencement time shall not be sufficient to constitute a quorum, the meeting shall be adjourned to such time and date not less than ten (10) days hence as the persons present shall decide. The Secretary shall give to all Board Members not present at the meeting seven (7) days prior notice of such adjourned meeting. At any such adjourned meeting those members present shall be deemed to constitute a quorum.

**12. BOARD MEETINGS - VOTING**

Except by amendments to these rules, all matters arising at meeting of the Board shall be determined by a simple majority of votes cast for and against. Each member present shall have one vote except in the event of an equality of votes for and against any matter in which case the Chairman of the meeting shall have an additional vote. Voting shall be by a show of hands, in the first instance. However, a secret ballot shall be taken upon any particular matter if

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so required by the Chairman or not less than one-third of the persons present entitled to vote. Board members employed by and holding an employment contract with Tennis Mid Canterbury Sub Association Incorporated are not entitled to vote.

### 13. BOARD – APPOINTMENT

13.1. Election of Board Members: At the Annual General Meeting of the Association, the member clubs shall elect the following:

- a) President.
- b) Vice President.
- c) Secretary.
- d) Treasurer
- e) Convenor for Open Grade Tennis.
- f) Convenor for Junior Tennis.
- g) Convenor for Mid Canterbury Tennis Seniors.
- h) Any other personnel considered appropriate for the Board.

13.2. Each year The Mid Canterbury Tennis Charitable Trust will appoint a trustee to the Board of the Association

13.3. The Board Members must be representatives of an affiliated club eligible for selection pursuant to clause 13.4 below. All financial members of affiliated clubs shall be entitled to attend the AGM and vote in accordance with clause 19.2 below.

13.4. Eligibility of Officers: The following persons may not hold office as a Board Member:

- i) Youth: An individual who is under the age of 16 years;
- ii) Bankruptcy: An individual who is an undischarged bankrupt or who is a discharged bankrupt but is prohibited by the Court from engaging in any form of business activity;
- iii) Liquidation, Receivership or Statutory Management: a company, incorporated Trust or any other body corporate:
  - (a) Winding Up or Liquidation: which is being wound up or has gone into liquidation;
  - (b) Resolution to Appoint Liquidator: in respect of which a resolution has been passed appointing a liquidator;
  - (c) Order to Appoint Liquidator: in respect of which an order has been applied for or made by the court appointing a liquidator;
  - (d) Meeting to Appoint Liquidator: in respect of which a meeting of shareholders or members has been called at which the appointment of a liquidator will be considered;
  - (e) Receiver or Statutory Manager Appointed: for which a receiver or statutory manager has been appointed in respect of all or any part of its assets; or
  - (f) Arrangement in Respect of Creditors: which has made or entered into, or attempted to make or enter into, any compromise, assignment or other arrangement with or for the benefit of all or any class of its creditors;

*Amex* *John CMC AH. M.D.A. D.T.S. x*

- iv) Criminal Conviction or Sentence: a person who has been:
  - (a) Crime Involving Dishonesty: convicted of any crime involving dishonesty, within the meaning of section 2(1) of the Crimes Act 1961, and sentenced for that crime within the last seven years; or
  - (b) Other Offences: convicted of any offence punishable by a term of imprisonment of two or more years, or sentenced to imprisonment for any offence, unless that person has:
    - (i) Pardon: obtained a pardon; or
    - (ii) Service of Sentence: served, or otherwise suffered, the sentence imposed on that person; provided that that person will not be disqualified from appointment as a board member, or may continue to hold office as a board member, but will be deemed to have taken leave of absence, until the expiry of the time for appealing against the conviction or sentence of imprisonment, and if there is an appeal against conviction or sentence, until the appeal has been determined;
- v) Disqualification from Company Positions: a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, a company under the Companies Act 1993, the Securities Act 1978, the Securities Markets Act 1988 or the Takeovers Act 1993;
- vi) Incapacity: a person who is subject to a property order made under the Protection of Personal and Property Rights Act 1988 or whose Property is managed by a corporation under section 32 of the Protection of Personal and Property Rights Act 1988; or
- vii) Charities Commission Order: a person who is subject to an order made under section 31 of the Charities Act 2005 disqualifying the person from being an officer of a charitable entity.

### 13.5 TERM OF OFFICE

Term of Office: A board member will cease to hold office if that board member:

- a) Resignation: Resigns by giving 30 days' written notice to the Secretary, who must circulate that written notice to the remaining board members within 10 days of receipt;
- b) Ineligibility: Is precluded from holding office as a board member under clause 13.4;
- c) Failure to Attend: Fails to attend three consecutive meetings of the Board without leave of such Board;
- d) Death: Dies while holding office as a board member; or
- e) Removal: Is removed when in the opinion of a three quarters majority of the Board expressed in the form of a resolution that the member is for any reason unfit to carry out his/her duties as a board member.

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14. **ANNUAL GENERAL MEETING - WHEN HELD**  
The Annual General Meeting shall be called by the President of the Association in August of each year
15. **SPECIAL GENERAL MEETING – WHEN HELD**  
A Special General Meeting must be called by the President or the Secretary of the Association upon receipt of a requisition for such a meeting signed by delegates representing not less than 25% of affiliated clubs.
16. **NOTICES OF ANNUAL GENERAL AND SPECIAL GENERAL MEETINGS**  
The Secretary must give not less than 14 days notice of an Annual or Special General Meeting to Association members by public notice.
17. **ANNUAL GENERAL AND SPECIAL GENERAL MEETINGS- CHAIRMAN**  
The President of the Association shall be the Chairperson of Annual General and Special General Meetings, but in his/her absence the Vice-President shall chair the meeting. In his/her absence the delegates shall elect by a show of hands one of their number to chair the meeting.
18. **ANNUAL GENERAL AND SPECIAL GENERAL MEETINGS – QUORUM**  
The quorum shall not be less than 25% of affiliated clubs represented.
19. **NOTICES OF MOTION AND VOTING RIGHTS**
  - 19.1 Notices of motion for the Annual or any Special Meeting of the Association must be lodged with the Secretary at least fourteen (14) days before such meeting is held and then specified in the notice calling the meeting.
  - 19.2 Voting rights at these meetings shall be delegates representing affiliated clubs in the ratio of 1 delegate for every 25 financial members or part thereof of an affiliated club. Names of such delegates shall be advised by the Club to the Secretary in writing prior to the commencement of such meetings.
20. **SUB-COMMITTEES - POWERS**  
The various sub-committees shall be subject to direction and overall control by the Board but otherwise shall have power to do all things which it shall consider necessary or desirable to carry out the objects of the Association and of the respective sub-committees. All recommendations require the sanction of the Board prior to implementation.
21. **SUB-COMMITTEES - MEETINGS**  
Meetings of the various sub-committees shall be held when called by Convenor or Secretary thereof.
22. **LIFE MEMBERS**  
At the Annual or Special Meetings of the Association any officer or player who has in the past been of great service in furthering the interests of tennis and fostering the game throughout Mid Canterbury may be elected by those present an Honorary life Member of the Association. Any such Honorary Life Member once elected shall be entitled to attend and vote at all subsequent Annual or Special Meetings of the Association.

*Handwritten signatures and initials:* May, John, CMC, M., M.D.A., P.S.B.



- 23. FEES**  
Each Member Club shall pay the affiliation fee set each year at the Annual General Meeting and any Club which has not paid its fees for the current year, shall not be entitled to be represented at any meeting of the Association.
- 24. ASSOCIATION YEAR**  
The Association's financial year shall be from the 1st day of June in each year to the 31st day of May in the succeeding year.
- 25. RECORDS. ACCOUNTS AND AUDIT**
- 25.1 Minutes of all meetings of the Board shall be entered by the Secretary in books provided for the purpose.
- 25.2 The funds of the Association shall be under the control of the Board, and unless otherwise determined by that Board shall be banked into an account in the name of the Association at the "CBS Canterbury Bank" or other banking institution from time to time determined by the Board such account to be operated jointly by any two members of the Board appointed by the Board for that purpose. No expenditure or liability shall be incurred on behalf of the Association without prior approval of the Board. Proper records of the financial affairs of the Association shall be kept by the Treasurer and such shall be at all times open to inspection by the Board and the Auditors. The Annual Meeting of the Association shall appoint an Auditor who shall not be a member of the Board to audit the accounts of the Association for the ensuing year and report thereon to the next Annual Meeting.
- 25.3 At each Annual Meeting of the Association the Treasurer shall submit to the meeting an audited statement of income and expenditure for the past year and an audited statement of assets and liabilities as at the close of the year and the President shall submit a written report on the activities of the Association for the year. A copy of the Association's Annual Report and financial accounts shall be forwarded to Canterbury Tennis each year.
- 25.4 On every appointment, reappointment, removal or cessation of office of any Board member, the board members must cause an entry to that effect to be recorded in the Associations minute book.
- 26. ASSOCIATION RIGHTS**  
The Association shall have the right to the use of the courts of member clubs for the purpose of carrying out any Association fixture upon giving not less than seven (7) days notice thereof to the Club concerned.
- 27. AMENDMENT OF RULES**  
The Association may from time to time by resolution carried by a majority of 75% modify or amend any term of this deed, but no modification may at any time be made that would:
- a) Charitable Purposes: allow the Association to operate other than for exclusively charitable purposes in New Zealand or to operate for private profit;

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- b) Concessionary Provisions: affect the eligibility of the Association for the benefit of any of the Concessionary Provisions, unless in relation to any such provision the Committee has unanimously determined that eligibility for the benefit of that provision is not required in the best interests of pursuing the purposes of the Association.

**28. WINDING UP THE ASSOCIATION**

28.1 Resolution: The Board may wind up the Association by a unanimous resolution of the Board, provided that:

- i) Resolution at Meeting: that resolution must be passed at a Special General Meeting called for that purpose; and
- ii) Notice of Meeting: the Secretary must give not less than 30 days' notice of that meeting to the Association members by public notice.

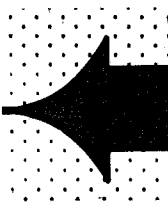
28.2 Surplus Property: If, on the winding up of the Association, any portion of the Association's Fund remains after satisfaction of all the debts and liabilities of the Association, none of that portion may be paid out or distributed other than for charitable purposes carried out exclusively within New Zealand. Alternatively, any surplus Property remaining after the winding up or dissolution of the Association may be disposed of at the direction of a Judge of the High Court of New Zealand.

**29. PREVENTION OF PERSONAL BENEFIT**

29.1 Any income, benefit or advantage must be used to advance the charitable purposes of the Association.

29.2 No member of the Association, or anyone associated with a member is allowed to take part in, or influence any decision made by the Association in respect of payments to, or on behalf of, the member or associated person of any income, benefit or advantage.

29.3 Any payments made to a member of the Association or person associated with a member, must be for goods or services that advance the charitable purpose and must be reasonable and relative payments that would be made between unrelated parties.



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*R. D. Amys*  
*C. M. [Signature]*  
*[Signature]*  
*D. J. Bennett*