



**CONSTITUTION OF
MANAWATU REGIONAL VOLLEYBALL
ASSOCIATION INCORPORATED**

Manawatu Regional Volleyball Association Incorporated

Constitution 7 March 2026

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Manawatu Regional Volleyball Association Incorporated

Constitution

1. Definitions and interpretations

Definitions

In this Constitution, unless the context requires otherwise, the following words and phrases **Act** means the Incorporated Societies Act 2022, including any amendments, and any regulations made under that Act.

AGM or Annual General Meeting means a meeting of the Members of Volleyball Manawatu held once a year convened under this Constitution.

Application means an application for membership as set out in clause 4.2.

Appointed Voting Member means an Individual Member or Life Member that the Board has determined may have voting rights under clause 5 based on the engagement, participation or representation criteria set out in the relevant Volleyball Manawatu Bylaw.

Board means Volleyball Manawatu's governing body.

Board Meeting means a meeting of the Board.

Board Member means a member of the Board, including the Chair.

Bylaws means any bylaws, policies, regulations and codes of Volleyball Manawatu.

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 under this Constitution.

Chief Executive means the person in the highest-ranking management position in Volleyball Manawatu.

Club means a group of individuals calling themselves a club, whether or not incorporated, which administers, promotes and develops Volleyball (whether as its primary activity or otherwise) in the Region, which may include a team, and that meets the requirements for membership.

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

Contact Details means a telephone number and a physical or an electronic address used by the person.

Contact Person means a person holding the position of contact person for Volleyball Manawatu being the person the Registrar of Incorporated Societies can contact when needed.

Diversity, Equity and Inclusion means fair and equitable opportunities are made 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.

Event means any Volleyball competition held by, or under the auspices of Volleyball Manawatu; any other competition, tournament, league or game sponsored by or conducted on behalf of Volleyball Manawatu; but does not include a game, competition, tournament, or league held by or on behalf of any Member.

General Meeting means an AGM or SGM of Volleyball Manawatu.

Intellectual Property means all rights or goodwill subsisting in copyright, business names, names, trade marks (brands or signs), logos, designs, patents or service marks (whether registered or registrable), databases, domain names, know-how, processes, confidential information, and all other intellectual property rights capable of ownership or protection at law relating to Volleyball Manawatu, including any sponsorship, Event, competition or Volleyball activity of or conducted, promoted or administered by Volleyball Manawatu.

Interests Register means the register of interest disclosures made by Officers kept under this Constitution.

Volleyball Manawatu means Manawatu Regional Volleyball Association Incorporated.

Matter means:

- (a) Volleyball Manawatu's performance of its activities or exercise of its powers; or
- (b) an arrangement, an agreement or a contract made or entered (or proposed to be made or entered) into by Volleyball Manawatu.

Member means each person, Club, School or organisation who for the time being is a member of Volleyball Manawatu and includes all categories of members of Volleyball Manawatu.

Member Register means the register of Members kept under this Constitution.

Officer means a Board Member and any natural person occupying a position in Volleyball Manawatu that allows the person to exercise significant influence over the management or administration of Volleyball Manawatu.

Ordinary Resolution means a resolution passed by a majority of votes cast among those eligible to vote and voting.

Purposes means the purposes of Volleyball Manawatu described in clause 3.1.

Region means the geographical area as determined by VNZ to be the region represented by Volleyball Manawatu and within which the primary base of activities of Volleyball Manawatu is located.

School means a school within the Region with one or more Volleyball teams.

SGM or **Special General Meeting** means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

Special Resolution means a resolution passed by a 75% majority of votes cast among those eligible to vote and voting.

VNZ means Volleyball New Zealand Incorporated.

Volleyball means the game of volleyball played under the rules determined by VNZ and Fédération Internationale de Volleyball, or any other similar or modified volleyball game, the rules of which are determined by VNZ or the Board (as applicable).

Voting School Member(s) and **Voting Club Member(s)** means a Club Member or a School Member that the Board has determined may have voting rights under clause 5 based on the engagement, participation or representation criteria set out in the relevant Volleyball Manawatu Bylaw.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the anniversary in the Region.

Interpretation

1.2. 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 by law and vice versa and any reference to a particular entity includes a reference to that entity's successors;
- (e) a reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation;
- (f) all periods of time or notice exclude the days on which they are given; and
- (g) where this Constitution or any Bylaw of Volleyball Manawatu is inconsistent with a rule, regulation, bylaw or directive of VNZ, the rule, regulation, bylaw or directive of VNZ prevails to the extent of the inconsistency, unless otherwise required by law.

Notices

1.3. Subject to any other notice provision in this Constitution, any notice or other communication given under this Constitution must be in writing and delivered by email (or other form of electronic address approved by the Board) and will be sent to:

- (a) a Member to the email address set out in their Contact Details;
- (b) Volleyball Manawatu to admin@volleyballmanawatu.co.nz

1.4. A notice is deemed to have been received by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt), provided that any notice or communication received 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.

2. Details of Volleyball Manawatu

Name

2.1. The name of the society is Manawatu Regional Volleyball Association Incorporated.

Registered office

2.2. The registered office of Volleyball Manawatu is at such place as the Board decides.

Contact person

2.3. 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, subject to those persons meeting the eligibility criteria in the Act, as set out at clause 2.4. The Board must advise the Registrar of Incorporated Societies of any change in the Contact Person or that person's Contact Details.

2.4. Section 114 of the Act says a Contact Person must be at least 18 years old and ordinarily resident in New Zealand, and may hold the position in conjunction with another office in the society.

3. Purpose and powers

3.1. The purposes of Volleyball Manawatu are to:

- (a) be a member of VNZ for the Region;
- (b) lead the promotion, development and administration of Volleyball within the Region and to do so in a manner that is consistent with the requirements of VNZ, mainly as an amateur sport for the well-being, benefit and recreation of the general public;
- (c) support and assist its Members to deliver Volleyball in the Region;
- (d) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance of Volleyball in the Region;
- (e) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including governance of Volleyball Manawatu and participation in Volleyball;
- (f) publish and enforce the rules of Volleyball in the Region in a manner consistent with the requirements of VNZ;
- (g) develop and train players, coaches, officials and other personnel involved in Volleyball;
- (h) protect the integrity of Volleyball and Volleyball Manawatu by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- (i) act in good faith and loyalty to ensure the maintenance and enhancement of Volleyball Manawatu, VNZ and Volleyball, its standards, quality and reputation for the collective and mutual benefit of the Members and Volleyball;
- (j) acknowledge Te Tiriti o Waitangi and have regard for tikanga Māori in its governance and operation;

- (k) at all times operate with, and promote, mutual trust and confidence between Volleyball Manawatu and the Members in pursuit of these Purposes; and
- (l) at all times to act on behalf of, and in the interests of, the Members and Volleyball.

Capacity and powers

3.2. Volleyball Manawatu 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 Act, any other legislation, and the general law.

3.3. Without limiting the generality of clause 3.2, the powers of Volleyball Manawatu include to:

- (a) purchase, lease, hire or otherwise acquire and hold real and personal property, rights and privileges;
- (b) control and raise money, including to borrow, invest or advance monies and to secure the payment of such by way of mortgage or charge over all or part of any of its real and personal property;
- (c) sell, lease, mortgage, charge or otherwise dispose of any property of Volleyball Manawatu and to grant such rights and privileges of such property as it considers appropriate;
- (d) construct, maintain and alter any buildings, premises or facilities (including Volleyball courts) and carry out works it considers necessary or desirable for the advancement or improvement of such buildings, premises or facilities;
- (e) determine, raise and receive money by subscriptions, fees, levies, gate charges, funding, sponsorships, or otherwise;
- (f) determine policies and procedures for its governance and management;
- (g) determine, implement and enforce disciplinary procedures for its Members including imposing sanctions;
- (h) employ, determine, and terminate staff and engage the services of personnel and organisations to work for and with Volleyball Manawatu;
- (i) contract, engage or otherwise make arrangements with any person or organisation to fulfil the Purposes of Volleyball Manawatu;
- (j) determine who are its Members;
- (k) establish a Board, commissions, committees and other groups and to delegate its powers and functions to such groups;
- (l) develop regional and other programmes for playing, coaching and officiating Volleyball;
- (m) establish, organise and control Volleyball matches, fixtures, competitions, tournaments and Events in the Region, including determining the rules for such matches, fixtures, competitions, tournaments and Events;

- (n) print and publish any leaflets, website, or electronic communication and develop and implement any computer systems or software packages that Volleyball Manawatu may consider desirable for the promotion of its Purposes; and

do any other acts or things which further Purposes of Volleyball Manawatu, provided that the above powers shall not limit the rights and powers of Volleyball Manawatu as an incorporated society under the Act.

4. Members

Member application

- 4.1. Volleyball Manawatu shall maintain the minimum number of Members required by the Act.
- 4.2. An application to become a Member (**Application**) must be in the form(s) required by Volleyball Manawatu. All Applications are decided by the Board, which may accept or decline an Application in its absolute discretion. A person or entity becomes a Member when their Application has been accepted by the Board, they have paid the required membership fees and satisfied any other preconditions.

Member consent

- 4.3. By submitting an Application, a person or entity consents to become a Member, unless otherwise specified in this Constitution.

Member categories

- 4.4. The Members of Volleyball Manawatu with voting rights are:
 - (a) Voting Club Members;
 - (b) Voting School Members; and
 - (c) Appointed Voting Members; and
 - (d) any other categories of member as the Board nominates and is approved by Special Resolution at a General Meeting.
- 4.5. The Members of Volleyball Manawatu without voting rights are:
 - (a) Club Members;
 - (b) School Members;
 - (c) Organisations that are incorporated or registered charities and have an interest in Volleyball in the Region;
 - (d) Individual Members;
 - (e) Life Members; and
 - (f) any other categories of member as the Board determines.

Individual Members

- 4.6. The categories of Individual Members are:
- (a) a person who is a member of a Club, or School or organisation that is also a Member;
 - (b) an Officer or Appointed Personnel of Volleyball Manawatu;
 - (c) a person who is an officer of a Regional Association or a Club;
 - (d) a Volleyball Manawatu service award holder;
 - (e) an individual who plays, referees, officiates, coaches, manages or provides services to, for or in any Volleyball team competing in any Volleyball game; or
 - (f) any interested person.

Life Members

- 4.7. Life membership may be granted in recognition and appreciation of outstanding service by an individual to Volleyball Manawatu. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine whether the nomination should be presented at a General Meeting for determination by the Members, at the Board's discretion. A person may only be elected as a Life Member by a resolution passed by two-thirds majority of votes cast among those eligible to vote and voting at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. A Life Member shall have the same rights and obligations as all other non-voting Members and such rights and benefits as determined by the Board.
- 4.8. Non-voting Members of VNZ from the Volleyball Manawatu Region are required to also be Members of Volleyball Manawatu, and shall consent to becoming a Member of both organisations.
- 4.9. Only persons, Clubs, Schools and organisations resident, located, incorporated or registered in New Zealand may become a Member.

Member rights and obligations

- 4.10. Voting Members acknowledge and agree that they will:
- (a) administer, promote, develop and/or support Volleyball in the Region in a manner that is consistent with this Constitution;
 - (b) ensure its constitution or rules (where applicable) are not inconsistent with this Constitution and, if requested, provide Volleyball Manawatu with a copy of its constitution or rules and all proposed amendments to it;
 - (c) if registered as an incorporated society, maintain an updated register of members and, on request, provide Volleyball Manawatu with full access to that register, in compliance with the privacy laws; and
 - (d) act in good faith with loyalty to Volleyball Manawatu to ensure the maintenance and enhancement of Volleyball Manawatu and Volleyball, and its reputation.
- 4.11. Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of VNZ;
- (b) they are subject to the jurisdiction of Volleyball Manawatu;
- (c) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
- (d) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any membership or other fees within the required time period;
- (e) if they fail to comply with sub-clause (d) the Board may terminate their membership;
- (f) they do not have any rights of ownership of, or the automatic right to use, the property of Volleyball Manawatu; and
- (g) they will promote the interests and Purposes of Volleyball Manawatu and must not do anything to bring Volleyball Manawatu into disrepute.

Suspension of a Member

4.12. If a Member is, or may be, in breach under clause 4.10 or 4.11, and the Board believes it is in the best interests of Volleyball Manawatu to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any such suspension, the Member must be given notice of the suspension.

4.13. Unless otherwise determined by the Board, while a Member is suspended the Member is:

- (a) not entitled to attend, speak or vote at a General Meeting;
- (b) not entitled to any other rights or entitlements as a Member;
- (c) in the case of an Individual Member, not entitled to continue to hold office in any position within Volleyball Manawatu and not entitled to represent a Club, School or organisation member; and
- (d) not entitled to any rights or entitlements to which the Member would otherwise be entitled from VNZ or, for the avoidance of doubt, from any other Regional Association;

until such time as the alleged breach is resolved or determined.

Ceasing to be a Member

4.14. A Member ceases to be a Member:

- (a) If they do not renew their membership by the required date;
- (b) if an individual on death, or if a body corporate on liquidation;
- (c) by giving notice to the Board of their resignation;
- (d) if their membership is terminated under clause 4.10(e); or

- (e) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

4.15. A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees to Volleyball Manawatu;
- (b) shall forfeit all rights in and claims upon Volleyball Manawatu and its property, and shall not use any Volleyball Manawatu property, including Intellectual Property;
- (c) shall return to Volleyball Manawatu immediately any Volleyball Manawatu documents, records or other property in the possession, custody or control of that Member; and
- (d) continues to be bound by the obligations of a Member under this Constitution if required by the Board.

Membership fees

4.16. The Board shall determine any membership and other fees payable by Members and the due date and manner of payment for those fees. The Board may determine different levels of membership fees and other fees for different types of Members.

Member Register

4.17. The Board will ensure an up-to-date Member Register is kept and the register must include:

- (a) each Member's name;
- (b) each Member's Contact Details;
- (c) the date each person became a Member.

A Member must provide notice to Volleyball Manawatu of any change to their Contact Details. The Member Register will be updated as soon as practicable after the Board becomes aware of changes to the information recorded in the Member Register.

4.18. The Board will keep a record of the name of each person who has ceased to be a Member of Volleyball Manawatu within the previous seven (7) years and the date on which they ceased to be a Member.

5. General Meetings

AGM

5.1. Volleyball Manawatu must hold an AGM once a year at such time, date and place as the Board decides, but not more than six (6) months after the balance date of Volleyball Manawatu and not more than fifteen (15) months after the previous AGM.

5.2. The Members must be given at least thirty (30) Working Days' notice of the AGM. Notice to Members of an AGM may be given by posting on Volleyball Manawatu's website or delivered to Members via email.

Business of AGM

5.3. The following business will be discussed at the AGM:

- (a) confirmation of the minutes of the previous AGM;
 - (b) the Board's presentation of the following information during the most recently completed accounting period:
 - (i) the annual report;
 - (ii) the annual financial statements;
 - (iii) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
 - (c) the election of any Board Members;
 - (d) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (e) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4. Members must give notice of any proposed motions and other items of business to the Volleyball Manawatu at least twenty (20) Working Days before the date of the AGM.
- 5.5. Notice of the agenda containing the business to be discussed at the AGM must be sent to all Members at least fifteen (15) Working Days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree to discuss any other items.

SGM

- 5.6. The Board must call a SGM if it receives a written request stating the purpose of the SGM from:
- (a) the Board itself; or
 - (b) by twenty per cent (20%) of Members with voting rights.
- 5.7. Members must be given at least fifteen (15) Working Days' notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members.
- 5.8. A SGM may only consider and deal with the business specified in the request for the SGM.

Quorum

- 5.9. No business is to be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to start. The quorum for a General Meeting is ten (10) Members who are entitled to vote. The quorum must always be present during the General Meeting.
- 5.10. If a quorum is not reached within thirty (30) minutes of the scheduled start time of an AGM, the AGM is adjourned to a day, time and place determined by the chair of the AGM. If no quorum is achieved at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, fifteen (15) minutes after the scheduled start time of that further AGM are deemed to constitute a valid quorum.

- 5.11. If a quorum is not reached within thirty (30) minutes of the scheduled start time of the SGM, the SGM is cancelled.

Control of General Meetings

- 5.12. The Chair of Volleyball Manawatu chairs General Meetings. If the Chair is unavailable, another member of the Board (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting. Where the Chair is standing for re-election, the Chief Executive or another Board Member shall chair that part of the meeting.

Attendance and voting

- 5.13. All Members may attend General Meetings.
- 5.14. Each voting Member present at a General Meeting (including via audio-visual means) shall be entitled to one vote.

Method of voting

- 5.15. Voting is conducted by voices or a show of hands as determined by the Chair of the meeting, unless a secret ballot is called for and approved by Ordinary Resolution of Members or as otherwise required under this Constitution. For a secret ballot, those participating by audio-visual means shall email the vote to an email address as directed by the Chair.
- 5.16. An Ordinary Resolution of those Delegates present and entitled to vote at a General Meeting is sufficient to pass a resolution, except for alterations to this Constitution and the appointment of a liquidator, which shall be by Special Resolution, and otherwise except as specified in the Act or this Constitution. The Chairperson of the meeting shall not have a casting vote.
- 5.17. There shall be no proxy votes.

Minutes

- 5.18. Full minutes must be kept of all General Meetings.

Resolution passed in lieu of meeting

- 5.19. A resolution in writing signed or consented to by email or other electronic means is valid as if it had been passed at a General Meeting if it is approved by no less than seventy-five per cent (75%) of the number of Members who are entitled to vote (subject to fees being up to date as per clause 5.14) and provided the process complies with the requirements under sections 89 to 92 of the Act. Any resolution may consist of several documents in the same form each signed by one or more Members.

6. Board

Functions and powers

- 6.1. Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution:
- (a) the Board must manage, direct or supervise the operation and affairs of Volleyball Manawatu; and

- (b) the Board has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of Volleyball Manawatu.

Composition

- 6.2. The Board consists of a minimum of three (3) and a maximum of seven (7) Board Members, provided that the majority of the Board must be made up of Officers who are Members or representatives of Members. The Board shall use its best endeavours to promote Diversity, Equity and Inclusion and in particular to achieve a minimum of forty percent (40%) self-identified women and forty percent (40%) self-identified men on the Board.

Election of Board Members

- 6.3. The nomination for a Board Member shall include a requirement for disclosure of any actual or potential conflicts of interests or if the person is involved/closely connected with a person or activity which has or may bring the organisation or the sport/recreation into disrepute or which may be prejudicial to the purposes or the interests of the organisation and/or the sport/recreation if they become a Board Member.
- 6.4. Board Members are elected as follows:
 - (a) the Board must call for nominations for any Board Member positions that are to be vacated at an AGM by a date set by the Board and, if no date is set, at least thirty (30) Working Days before the AGM;
 - (b) nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least twenty (20) Working Days before the AGM;
 - (c) the Board must give notice of the nominations to all Members at least fifteen (15) Working Days before the AGM;
 - (d) at the AGM:
 - (i) if there is only one nominee for a vacant position (or the number of nominees is equal to the number of vacant positions), that person is declared to be elected without the need for a vote; or
 - (ii) if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the meeting and approved by a Special Resolution of Members. If a secret ballot is held, two people must be appointed at the meeting to count the votes;
 - (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected; and
 - (f) 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.
- 6.5. Subject to there being an insufficient number of applicants to fulfill the minimum number of Board Members, a person may apply and be nominated to be a Board Member at an AGM provided that the disclosure requirements of clause 6.3 are met.

Vacancies

- 6.6. If there is a Casual Vacancy on the Board, the Board may appoint a person of their choice to fill the Casual Vacancy until the next AGM or leave the Casual Vacancy unfilled until the next AGM. The Board may also appoint Board Members during the term to address any skills shortage or to promote Diversity, Equity and Inclusion where the number of Board Members is less than the maximum number. In each case, the person appointed must first provide the disclosure required at clause 6.3, the voting Members shall first be informed and the person shall be nominated for election at the next AGM.

Qualification

- 6.7. 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.

Disqualification

- 6.8. The following persons are disqualified from being elected, appointed or holding office as a Board Member:
- (a) a person who is an employee of Volleyball Manawatu;
 - (b) a person who is disqualified from being elected, appointed or holding office as a Board Member under section 47 of Act; or
 - (c) a person who has been removed as a Board Member following a process under this Constitution or any Bylaw.
- 6.9. If an existing Board Member becomes an employee then that Board Member is deemed to have vacated office as a Board Member, save if the Board Member is acting in a temporary capacity as an employee when necessary and as approved by the Board and notified to voting Members.
- 6.10. If any of the circumstances listed in clause 6.8(b) occur to an existing Board Member, that Board Member is deemed to have vacated office upon the relevant authority making an order or finding against the Board Member of any of those circumstances.

Term of office

- 6.11. The term of office for all Board Members is three (3) years, expiring at the end of the relevant AGM. The Board may implement a rotation policy to support continuity of governance and stability.
- 6.12. The term of any period served when co-opted onto the Board is disregarded for the purposes of calculating the total terms served.

Suspension of Board Member

- 6.13. If a Board Member is or may be the subject of an allegation or notice relating to a matter described under clause 6.8 or any other circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may, by Special

Resolution, suspend the Board Member from the Board and set conditions it requires pending the final determination of the allegation, notice or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

Removal of Board Member

6.14. The Board may, by Special Resolution, remove a Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:

- (a) has seriously breached duties under this Constitution or the Act;
- (b) has been absent from two (2) consecutive Board meetings without reasonable explanation;
- (c) is no longer a suitable person to be a Board Member; or
- (d) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring Volleyball Manawatu or Volleyball into disrepute or which may be prejudicial to the Purposes or the interests of Volleyball Manawatu and/or Volleyball if they remain as a Board Member.

The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.

6.15. Before considering a motion for removal, the Board Member who is the subject of the motion must be given:

- (a) notice that a Board Meeting is to be held to discuss the motion to remove the Board Member; and
- (b) adequate time to prepare a response; and
- (c) the opportunity prior to the Board Meeting to make written submissions; and
- (d) the opportunity to be heard at the Board Meeting.

Board Member ceasing to hold office

6.16. A person ceases to be a Board Member if:

- (a) their term expires;
- (b) the person resigns by delivering a signed notice of resignation to the Board;
- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act; or
- (e) the person dies.

7. Board Meetings

7.1. The Board shall meet at such places and times, and in such manner, as it shall determine.

7.2. Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.

Quorum

- 7.3. The quorum for a Board Meeting is a simple majority of Board Members, with a minimum of three (3).
- 7.4. Any 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 without being physically present. This may only occur at Board Meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board Meeting can hear each other effectively and simultaneously.

Chair

- 7.5. At its first meeting following an AGM, the Board must elect a Chair.
- 7.6. The role of the Chair is to chair meetings of the Board. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.

Voting

- 7.7. Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted. All decisions and resolutions of the Board shall be made by majority vote.
- 7.8. The Chair does not have a casting vote.

Resolution in writing

- 7.9. A resolution in writing signed or consented to by email or other electronic means by the required majority of Board Members is valid as if it had been passed at a meeting of the Board. Any resolution may consist of several documents in the same form each signed by one or more Board Members.

Powers of the Board

- 7.10. Without limiting the powers of the Board under this Constitution or at law, the Board shall have the power to:
 - (a) develop and implement strategies, policies and procedures for the administration, promotion and development of Volleyball Manawatu;
 - (b) develop and implement prudent policies to protect and enhance Volleyball Manawatu's finances and property;
 - (c) employ the Chief Executive or similar principal employee, determine the terms and conditions of employment, and, if necessary, terminate such employment;
 - (d) establish, appoint and determine the composition of all committees, subcommittees and other groups as it considers appropriate to assist it to carry out its responsibilities;
 - (e) establish such corporate and other associations to carry on and conduct all or any part of the affairs of Volleyball Manawatu;

- (f) co-opt, engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Board;
- (g) delegate such powers as it considers appropriate to employees, commissions, committees or other groups appointed by it;
- (h) publish and enforce the rules determined by VNZ;
- (i) apply VNZ's yearly calendar for national and regional tournaments, Events and competitions;
- (j) employ, engage or otherwise appoint coaches, managers, referees and other support personnel for Volleyball teams and competitions, determine the terms and conditions of such appointments and, if necessary, terminate such appointments;
- (k) appoint such persons (and fill vacancies) as it considers appropriate, determine the terms and conditions of such appointment, to committees, positions and roles within Volleyball Manawatu, (except as otherwise specified in this Constitution), and if necessary terminate such appointments;
- (l) discipline Members in accordance with this Constitution;
- (m) develop regional programmes for playing, coaching, refereeing and officiating Volleyball, in accordance with VNZ's national programmes;
- (n) resolve and determine any disputes or matters not provided for in this Constitution;
- (o) do all other acts and things which are within the Powers and Purposes of Volleyball Manawatu and that the Board considers appropriate.

7.11. The Board shall establish committees or subcommittees and other groups as deemed necessary to implement the Volleyball Manawatu strategic plan to the benefit of the game of Volleyball. The composition, powers, functions and procedures of such committees shall be specified by the Board when establishing the committee.

8. Officers' Duties

8.1. An Officer:

- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of Volleyball Manawatu;
- (b) must exercise a power as an Officer for a proper purpose;
- (c) must not act, or agree to Volleyball Manawatu acting, in a manner that contravenes the Act or this Constitution;
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of Volleyball Manawatu, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;

- (e) must not agree to the activities of Volleyball Manawatu being carried on in a manner likely to create a substantial risk of serious loss to Volleyball Manawatu's creditors or cause or allow the activities of Volleyball Manawatu to be carried on in a manner likely to create a substantial risk of serious loss to Volleyball Manawatu's creditors;
- (f) must not agree to Volleyball Manawatu incurring an obligation unless the Officer believes at that time on reasonable grounds that Volleyball Manawatu will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the Officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

9. Interests

9.1. An Officer is **Interested** in a Matter if the Officer:

- (a) may obtain a financial benefit from the Matter;
- (b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of a person who may obtain a financial benefit from the Matter;
- (c) may have a financial interest in a person to whom the Matter relates; or
- (d) is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the Matter relates,

but an Officer is not interested in a Matter:

- (e) merely because the Officer receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act;
- (f) if the Officer's interest is the same (or substantially the same) as the benefit or interest of all or most other Members of Volleyball Manawatu due to the membership of those members; or
- (g) if the Officer's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Officer in carrying out their responsibilities under the Act or this Constitution.

9.2. The Board must keep an Interests Register.

- 9.3. An Officer who is Interested in a Matter relating to Volleyball Manawatu must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the Interests Register.
- 9.4. A Board Member who is Interested in a Matter:
- (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
 - (c) must not 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 consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.5. Despite clause 9.4, if fifty per cent (50%) or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 9.6. 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 in the manner set out in the Regulations.

10. Chief Executive

- 10.1. The Board may engage a Chief Executive or similar principal employee.
- 10.2. The Chief Executive is under the direction of the Board and is responsible for the day-to-day management of the affairs of Volleyball Manawatu under this Constitution and the Bylaws and within any delegated authority from the Board.
- 10.3. The Chief Executive may attend Board Meetings on and when required by the Board but has no voting rights.

11. Indemnity and Insurance

- 11.1. Volleyball Manawatu is expressly authorised to indemnify its current and former Officers, Members and employees as permitted by section 96 and in accordance with section 98 of the Act.
- 11.2. Volleyball Manawatu is expressly authorised to, with the prior approval of its Board, effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.
- 11.3. Volleyball Manawatu is expressly authorised, but is not required to, indemnify an Officer, Member or employee under section 96 of the Act for liability to any person other than Volleyball Manawatu for any act or omission in their capacity as an Officer, Member, or an employee of Volleyball Manawatu, or the costs incurred by the Officer, Member, or employee in defending or settling any claim or proceeding relating to that liability, provided that liability is not criminal liability or a liability that arises out of a failure to act in good faith and in what

the Officer, Member, or employee believes to be the best interests of Volleyball Manawatu when acting in their capacity as an Officer, a Member, or an employee of Volleyball Manawatu.

12. Finances

12.1. The funds and property of Volleyball Manawatu are:

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

12.2. Volleyball Manawatu's balance date is **30 June** or on the date as the Board decides.

No personal benefit

12.3. The Officers and Members may not receive any distributions of profit or income from Volleyball Manawatu. This does not prevent Officers or Members:

- (a) receiving reimbursement of actual and reasonable expenses incurred, or
- (b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Officer or Member is allowed to influence any such decision made by Volleyball Manawatu in respect of payments or transactions between it and them, their direct family or any associated entity.

13. Method of contracting

13.1. A contract or other enforceable obligation may be entered into by Volleyball Manawatu:

- (a) by deed by 2 or more Officers, whose signature or signatures must be witnessed; or
- (b) by agreement, by a person acting under Volleyball Manawatu's express or implied authority.

14. Amendments

Amendment

14.1. This Constitution may only be amended or replaced by Special Resolution at a General Meeting.

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

14.3. Notice of an intention to alter this Constitution must be given by a Voting Member or the Board to the Chief Executive no later than twenty (20) Working Days prior to a General Meeting.

14.4. If an amendment to this Constitution would have no more than a minor effect or is to correct errors or make similar technical alterations, the Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Board does not receive any objections from Members within twenty (20)

Working Days after the date on which the notice is sent, or any longer period of time that the Board decides, the Board may make that amendment. If it does receive an objection, the Board may not make the amendment.

15. Bylaws

- 15.1. The Board may make and amend Bylaws for the conduct and control of Volleyball Manawatu's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Purposes, the Act and any other laws. All Bylaws are binding on Volleyball Manawatu and the Members. All Bylaws and any amendments shall be advised to all Members in writing.
- 15.2. The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

16. Integrity: Anti-Doping and Integrity Code

- 16.1. Volleyball Manawatu adopts the Sports Anti-Doping Rules (**SADR**) made by the Integrity Sport and Recreation Commission under the Integrity Sport and Recreation Act 2023 as its Bylaws on anti-doping and agrees to be bound by SADR. All Members agree to the application of SADR; and must require in their constitutions (where applicable) that their members agree to the application of SADR.
- 16.2. In this clause, **Integrity Code** means the Code of Integrity for Sport and Recreation issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023. If Volleyball Manawatu adopts the Integrity Code, the Members are bound by the Integrity Code.

17. Dispute resolution

17.1. In this clause:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and Volleyball Manawatu, that relates to an allegation that:
- (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) Volleyball Manawatu has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 17.6 to 17.20;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

Application of other legislation to a Dispute

17.2. The Disputes Procedure will not apply to a Dispute to the extent that legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, any legislation.

Application of other procedures under this Constitution or in a Bylaw

17.3. If the Dispute is dealt with by a separate procedure under this Constitution (e.g. removal of a Board Member) or in a Bylaw (Other Procedure), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.

17.4. If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

Application of the Disputes Procedure

17.5. If the Dispute is not required by legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

Disputes Procedure

Raising a complaint

17.6. A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Board setting out:

- (a) the allegation to which the dispute relates and who the allegation is against; and
- (b) any other information reasonably required by Volleyball Manawatu.

17.7. The Board may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.

17.8. The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

Investigating and determining Disputes

17.9. Unless otherwise provided, Volleyball Manawatu must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined. Volleyball Manawatu will endeavour to conduct its investigation within twenty (20) Working Days and will outline to the complainant any extension required.

17.10. Disputes must be dealt with in a fair, efficient, and effective manner.

Decision to not proceed with a matter

17.11. Despite the contents of the Disputes Procedure, Volleyball Manawatu may decide not to proceed with a matter if:

- (a) the Complaint is trivial;

- (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct;
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally;
- (c) the Complaint appears to be without foundation or there is no apparent evidence to support it;
- (d) the person who makes the Complaint has an insignificant interest in the matter;
- (e) the conduct, incident, Event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
- (f) there has been an undue delay in making the Complaint.

Complaint may be referred

17.12. Volleyball Manawatu may refer a Complaint to:

- (a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**);
- (b) a subcommittee or an external person to investigate and report; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint; and

under subclauses (a) and (b) the body, subcommittee or person must report back to the Board for a determination under clause 17.9, and under subclause (c) the outcome of the resolution process must be reported to the Board.

Hearing Body

17.13. The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Board to resolve, or assist to resolve, Complaints.

Bias

17.14. An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Board or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.

Complainant's right to be heard

17.15. The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If Volleyball Manawatu makes a Complaint, Volleyball Manawatu has a right to be heard before the Complaint is resolved or any outcome is determined, and a Board Member may exercise that right on behalf of Volleyball Manawatu.

17.16. A Member or Officer or Volleyball Manawatu must be taken to have been given the right if:

- (a) the Member or Officer or Volleyball Manawatu has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held;
- (b) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing;
- (c) an oral hearing, if any, is held before the Hearing Body; and
- (d) the Member's or Officer's or Volleyball Manawatu's written statement or submission, if any, are considered by the Hearing Body.

Respondent's right to be heard

17.17. The Member or Officer who, or Volleyball Manawatu which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is Volleyball Manawatu, a Board Member may exercise the right on behalf of Volleyball Manawatu. A Respondent must be taken to have been given the right if:

- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response;
- (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held;
- (c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing;
- (d) an oral hearing, if any, is held before the Hearing Body; and
- (e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

Appeals or Litigation

17.18. Unless this Constitution or any Bylaw provides otherwise, any Member wishing to appeal a decision of Volleyball Manawatu regarding the decision made in a Dispute where they have exhausted their rights of appeal within this Constitution and/or any Bylaw, may appeal to the Sports Tribunal of New Zealand within ten (10) Working Days of being notified of the Volleyball Manawatu decision. The rules of the Sports Tribunal of New Zealand apply to any such appeal.

17.19. There is no right of appeal or right of review of a decision unless specified.

17.20. Notwithstanding any other provision in this clause 17, neither Volleyball Manawatu nor the Complainant may commence legal proceedings without the dispute first being referred to mediation by either party giving written notice of such referral to mediation to the other, and then during the mediation process neither party may commence arbitration or legal proceedings. The notice must state the matters in dispute and that if the parties cannot agree

on a mediator within ten (10) Working Days of the notice, the mediator will be appointed by the Arbitrators and Mediators Institute of New Zealand. The parties shall agree the process and timetable with the mediator. The terms of settlement shall bind the parties. This clause shall not apply to any urgent interlocutory relief sought by a party.

18. Liquidation and removal

- 18.1. The Board must give notice to all Members at least twenty (20) Working Days of a proposed motion:
- (a) to appoint a liquidator;
 - (b) to remove Volleyball Manawatu from the Register of Incorporated Societies; or
 - (c) for the distribution of Volleyball Manawatu's surplus assets.
- 18.2. 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.
- 18.3. Any resolution for a motion set out in clauses 18.1(a) to (c) must be passed by a Special Resolution of Members.
- 18.4. The surplus assets of Volleyball Manawatu, after the payment of all costs, debts and liabilities, must be disposed of to a not-for-profit entity that shares similar purposes to Volleyball Manawatu.

19. Intellectual Property

- 19.1. Volleyball Manawatu shall have the exclusive use of and rights to its Intellectual Property. Volleyball Manawatu and its Members shall ensure that the ownership by Volleyball Manawatu of the Intellectual Property is protected at all times and that any breach of it or unauthorised or unlicensed use of it is reported to Volleyball Manawatu promptly. Any unauthorised or unlicensed use of the Intellectual Property by a Member or other party or any such unauthorised or unlicensed use permitted by a Member, shall be deemed a breach of this Constitution. Volleyball Manawatu and its Members shall likewise ensure that the ownership by VNZ of its Intellectual Property is protected at all times and that any breach of it or unauthorised or unlicensed use of it is reported to VNZ promptly.
- 19.2. No participant, Member or any other party at any Event, competition or Volleyball activity of Volleyball Manawatu or conducted, promoted or administered by Volleyball Manawatu may make matches publicly available, either live or on a later date, except with the prior written authorisation of Volleyball Manawatu. Without limiting the scope of clause 19.1, Volleyball Manawatu may adopt Bylaws to manage the use of any photography, footage or digital or media rights (in any format).
- 19.3. The trade marks and colours of Volleyball Manawatu shall be determined by the Board and may be described in the Bylaws. Members acknowledge and agree the trade marks and colours are for the exclusive use of Volleyball Manawatu and not for use by Members, unless authorised in writing by Volleyball Manawatu.
- 19.4. Nothing in this section precludes Volleyball Manawatu from entering into independent player contracts, any sponsorship, or rights agreements, at the Board's discretion.

20. Matters not provided for

- 20.1. 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.

21. Transition

- 21.1. This clause applies to facilitate transition of Volleyball Manawatu from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

Transition of Board Members

- 21.2. The Board Members under the previous constitution will continue and may determine the rotation policy (if any). The number of terms served under the previous constitution count towards any maximum number of terms stipulated in this constitution.

Transition of Members

- 21.3. Subject to this Constitution, every Member which was a member of Volleyball Manawatu and recorded on the Member Register immediately prior to the commencement of this Constitution, continues as a Member.

Transition of Bylaws

- 21.4. All bylaws, policies, regulations of Volleyball Manawatu which were in force immediately prior to this Constitution or any previous constitution coming into force continue in force, until such time as they are revoked by the Board. If any of those bylaws, policies, regulations are inconsistent with this Constitution (whether in whole or in part), the Board will determine the matter as it sees fit, to the extent of any such inconsistency.