

TAURANGA CITY BASKETBALL ASSOCIATION INCORPORATED

CONSTITUTION

1. NAME

- 1.1** The organisation shall be called Tauranga City Basketball Association Incorporated (hereinafter referred to as TCBAI).
- 1.2 TCBAI shall be incorporated under the Incorporated Societies Act.

2. OBJECTS

The objects of TCBAI shall be to:

- 2.1 Develop a governing structure for TCBAI Incorporated;
- 2.2 Foster, promote and develop the game of basketball, and the skill of the participants in the Western Bay of Plenty region. In particular to develop quality basketball leagues, competitions, pathways and opportunities for participation at all levels in the game of basketball for the people of Western Bay of Plenty;
- 2.3 Create opportunities for all participants in TCBAI leagues or programmes to reach their potential;
- 2.4 Promote increased participation at all levels;
- 2.5 Receive and employ the funds of TCBAI in the best interests of the game of basketball and for the attainment of TCBAI's objectives;
- 2.6 Maintain the status of an affiliated Association of Basketball New Zealand and represent the interest of basketball and its stakeholders from the Western Bay of Plenty at a national level.

3. NON PROFIT

- 3.1** No member or person associated with a member of TCBAI shall derive any income, benefit or advantage from TCBAI where they can materially influence the payment of the income, benefit or advantage except where that income, benefit or advantage is derived from:
 - (a) professional services to TCBAI rendered in the course of business charged at no greater rate than current market rates; or
 - (b) interest on money lent at no greater rate than current market rates.
- 3.2** Perpetual clause: The provisions and effect of Rule 3.1 shall not be removed from this document and shall be included and implied into any document replacing this document.

4. POWERS OF THE EXECUTIVE

For the purpose of assisting TCBAI to achieve the objectives specified in clause 2 the Executive shall have the power and authority to:

- 4.1** Make or alter rules, regulations and by-laws;
- 4.2** Organise and control competitions when necessary;
- 4.3** Develop, organise, deliver and participate in programmes of education and training;
- 4.4** Withdraw, suspend or terminate membership;
- 4.5** Establish and operate judicial procedures and impose sanctions and penalties which are in line with Basketball New Zealand's judicial procedures and processes;
- 4.6** Make all arrangements, including the appointment of coaches and managers; and obtain funding (where required) for Association representative teams to compete in regional, national and international competitions;
- 4.7** Establish and maintain a database of all affiliated basketball participants of TCBAI; and provide a copy to Basketball NZ, and/or any other party approved by the Executive;
- 4.8** Appoint delegates to represent TCBAI at meetings of Basketball NZ;
- 4.9** Exercise all the other powers of a natural person including without limitation the power to lend, invest, borrow, raise or secure the payment of money, fundraise by subscriptions, levies, donations etc, insure property, obtain Public Liability insurance, enter into and/or terminate contracts with athletes, staff members, sponsors, media and other persons, agencies and organisations; develop job descriptions and appoint and terminate the appointment of staff (casual, contract, other); delegate duties, co-opt or appoint sub-committees or individuals and to acquire by purchase, lease or grant any property or property rights and to manage, let, sell, exchange or otherwise deal with property of the organisation;
- 4.10** Do all such other things that are incidental or conducive to the attainment of the Objects and the powers of TCBAI.

5. MEMBERS

5.1 Categories of Membership

The membership of TCBAI shall consist of:

- (a) The Executive Committee members;
- (b) Life members and honorary members;
- (c) All players who are currently participating in a TCBAI league or programme;
- (d) One adult representative from each school with teams participating in a TCBAI league;

- (e) The management team of each TCBAI Representative team for each age group grade for the current representative year;
- (f) Associate members, being any other person aged eighteen (18) and over, or other organisations, who have requested in writing to be members of TCBAI and who have paid an affiliation fee as set down by the Executive.

5.2 Current Financial Members

- (a) Are those members defined in clause 5.1; who have been accepted for membership and who have paid the most recent affiliation fee to TCBAI.

5.3 Membership Fees

- (a) The annual membership fees, for each class of membership fee shall be determined by the Executive after the AGM and shall be payable at such time and in such manner as the Executive shall determine.
- (b) Membership shall lapse if the membership fee is not paid within one month of the due date.

5.4 Withdrawal, Suspension or Termination of Membership

- (a) A membership may be withdrawn, suspended or terminated if the member:
 - (i) is convicted of an indictable offence; or
 - (ii) fails to comply with any of the provisions of these Rules; or
 - (iii) acts in a manner considered to be injurious or prejudicial to the character or interests of TCBAI.
- (b) A member may have membership withdrawn, or be suspended or removed from office on a resolution carried by a two thirds majority of votes recorded at the Executive Meeting called for the purpose.

5.5 Reinstatement of Membership

A member may apply to have membership restored at the discretion of the Executive.

5.6 Register of Members

A register of members shall be kept which will include the full name, contact details and category of membership. The Executive shall keep and maintain the Register in accordance with the provisions of the Privacy Act 1993.

5.7 Representatives

To be eligible for selection to, or to play for, a TCBAI or BBNZ representative team (which participates in a BBNZ controlled competition or event), a person must be a member of TCBAI.

5.8 Non-Affiliated Associations

TCBAI must ensure that no team or player under its control or jurisdiction plays any other team under the control or jurisdiction of an entity which is not a BBNZ member, including without limitation any team or player under the control or jurisdiction of an overseas entity, without the prior written consent of the BBNZ Board.

6. LIFE MEMBER AND HONORARY MEMBERS

6.1 Life Membership

At any Annual General Meeting of TCBAI, a person nominated pursuant to clause 6.2 may be elected, pursuant to a special resolution, as a Life Member of TCBAI by reason of outstanding service rendered to TCBAI and/or the sport of basketball in TCBAI's delivery region.

6.2 Nominations

Any member may nominate a person to be a Life Member by written notice to the Executive not later than 28 days before the next Annual General Meeting. If the nomination is approved by the Executive, it shall recommend that Life membership be awarded to the nominee by giving written notice to members not less than 14 days before the Annual General Meeting.

6.3 Privileges

Upon election, a Life Member shall be entitled to:

- 6.3.1 Complimentary admission to all games and stadia under the jurisdiction of TCBAI;
- 6.3.2 Receive notice of; attend and vote at all general meetings of TCBAI; and
- 6.3.3 Such other privileges as may be determined by the Executive from time to time.

6.4 Honorary Membership

The Executive may from time to time award such persons as it shall see fit, having regard to the objects of TCBAI, with honorary membership of TCBAI with such privileges (other than voting rights) as the Executive shall see fit.

7. MANAGEMENT OF TCBAI EXECUTIVE COMMITTEE

- 7.1 The affairs of TCBAI shall be governed by the Executive Committee which will comprise not less than five (5) and no greater than eight (8) members;
- 7.2 The Executive shall meet at least ten (10) times per year;
- 7.3 At the first Executive meeting after the AGM, the Executive shall elect, from amongst their number, a Chairperson and a Vice Chairperson who will hold office until the next Executive meeting after the next AGM and who may be subsequently re-elected;

- 7.4 The members of the Executive at any time shall have the power to co-opt further or replace members provided that any person appointed to the Executive to fill a casual vacancy, will hold office until the date on which the term of that Executive member they have been appointed to replace would have expired. The rotation for the Executive will be as follows:
- (a) All Executive members shall each hold office for a term of 2 consecutive years; and
 - (b) A retiring Executive member shall be eligible for re-appointment but can only hold office for a maximum of three (3) consecutive terms.
 - (c) The rotation of the Executive Committee will commence on the adoption of this constitution.
 - (d) Nominations for the Executive must be given in writing to the Chairperson at least 7 days before the AGM. The nomination must be accompanied by signed consent of the person being nominated.
 - (e) Only members can nominate and if required can nominate more than one person.
- 7.5 The quorum for the Executive meetings shall be a majority of the number then appointed to the Executive.
- 7.6 All Executive members shall have one standard vote each. The Chairperson of the Executive shall have a second or casting vote if there is an impasse.
- 7.7 All meetings of the Executive the vote of the majority present shall rule.
- 7.8 The members shall have the power to cancel the appointment of the Executive or to remove from office an Officer of the Executive by resolution passed by the majority of two-thirds (2/3) of the votes cast at a General Meeting of which due notice has been given of the intention to propose such a resolution; as set out in clause 8.7 (a) (2).

8. MEETINGS OF TCBAI

8.1 Annual General Meetings

- (a) The Annual General Meeting of TCBAI shall be open to all current financial members and held before 31 May following the close of the financial year. At least twenty one (21) days written notice of the AGM shall be notified to the members including an agenda of all business to be enacted.

8.2 The business of the Annual General Meeting shall be:

- (a) Apologies;
- (b) Confirmation of the minutes of the last AGM;
- (c) Presentation of annual report and audited financial statements;

- (d) Election of Executive Committee members;
- (e) Resolution of appointment or non appointment of auditor, who cannot be an Executive member;
- (f) Notices of motion (if any); any member wishing to give notice of any motion for consideration, shall forward written notice of the same to the Executive at least one month prior to the advertised AGM. The Executive may consider all such notices of motion and provide recommendation in respect thereof;
- (g) General Business (if any). Any special business may be considered provided that written notice thereof is given to TCBAI at least fourteen (14) days prior to the date of the meeting.

8.3 At least fourteen (14) days clear notice in writing shall be notified of every other general meeting to the members. Such notice shall clearly set forth the business to be transacted at such meetings. The failure for any reason of a member to receive such notice shall not invalidate the meeting or its proceedings.

8.4 Voting at General Meetings

Unless otherwise provided by these Rules,

- (i) except for votes to alter these Rules, as provided in clause 10, every question, matter or resolution shall be decided by a majority of votes of the members present;
- (ii) every member who is eighteen (18) years or over, present and entitled to vote, shall be entitled to a maximum of one vote and in the case of an equality of votes the Chairperson shall have a second or casting vote;
- (iii) Honorary members do not have voting rights;

8.5 At all general meetings of TCBAI the Chairperson, or in his/her absence, the Vice Chairperson, or in his/her absence an Executive Member shall be the chairperson of such meeting.

8.6 The quorum shall be ten (10) members present. The General meeting will be reconvened fourteen (14) days later if the quorum is not present within fifteen (15) minutes of the scheduled starting time. A quorum of seven (7) is necessary for the second meeting and if this does not occur within fifteen (15) minutes of the scheduled starting time, a third meeting may be held after seven (7) days with three or more members present forming a quorum.

8.7 Special General Meetings

- (a) Requisition:

The Chairperson shall convene a Special General Meeting:

- (i) When directed to do so by the Executive; or

- (ii) On the requisition in writing signed by not less than one third of the members of the Executive or on receiving a requisition to that effect setting forth the object of such meeting, signed by a minimum of fifteen (15) current financial members. Such requisition shall clearly state the reasons why such meeting is being convened and the nature of the business to be transacted there at.

(b) Such meetings shall be called within 14 days of receipt of requisition.

9. BY LAWS

The Executive may from time to time make, amend or repeal by-laws and regulations, not inconsistent with these Rules, for the internal management of TCBAI and any by-law or regulation may be set aside by a general meeting of members.

10. ALTERATION OF THE CONSTITUTION

10.1 Subject to the provisions of the Incorporated Societies Act 1908, these Rules may be amended, rescinded or added to from time to time by a special resolution carried by two thirds majority of the Members present at a General Meeting.

10.2 Notice of such resolution shall be notified to members not less than fourteen days prior to the meeting at which the resolution will be considered.

10.3 No addition or alteration to, or rescission of the rules shall be approved if it affects the non profit aims, objects, personal benefit clause or winding up clause. The provisions and effects of this clause shall not be removed from this document and shall be included or implied in any document replacing this document.

10.4 The provisions of Rule 10.3 shall not be removed from this document and shall be included and implied into any document replacing this document.

11. EXECUTION OF DOCUMENTS

Contracts and other enforceable obligations requiring the signature of TCBAI (Pursuant to the resolution of the Executive) must be signed on behalf of TCBAI by the Chairperson, or a person delegated by the Chairperson and one other member of the Executive.

12. FINANCES

12.1 Financial Statements

(a) As soon as practicable after the end of each financial year the Chairperson shall cause to be prepared a statement containing particulars of:

- (i) the income and expenditure for the financial year ended; and
- (ii) the assets and liabilities of TCBAI at the close of that year.

- (b) Each Annual General Meeting shall resolve whether or not to appoint an auditor. Any auditor so appointed shall be a member of the Chartered Accountants Australia New Zealand and not a member of TCBAI, and if any such auditor is unable to act the Executive shall appoint a replacement auditor.

12.2 Financial Year

The financial year of TCBAI shall end on 31st December in each year.

12.3 Banking

The funds of TCBAI must be kept in the name of TCBAI in a financial institution decided by the Executive.

All moneys shall be deposited as soon as practicable after receipt thereof.

12.4 Accounts Payable

All accounts paid or for payment shall be submitted to the Executive for approval of payment except for standing payments which shall be reported to the next meeting of the Executive.

12.5 Bookkeeping

Proper books and accounts shall be kept and maintained either in written or electronic form showing correctly the financial affairs of TCBAI and the particulars usually shown in the books of a like nature.

12.6 Reporting

Financial reports will be prepared and presented to the Executive Committee at each Executive meeting.

12.7 Authorities

Cheques shall be signed by any two persons being; either members of the Executive or some other person authorised from time to time by the Executive.

13. DOCUMENTS

The Executive shall provide for the safe custody of books, documents, instruments of title and securities of TCBAI.

14. LIQUIDATION

14.1 No addition or alteration of the objects, personal benefit clause or winding up clause shall be approved without the written approval of the Registrar of Incorporated Societies.

14.2 The provisions of clause 14.0 shall not be removed from this document and shall be included and applied into any document replacing this document.

14.3 TCBAI may be voluntarily wound up if:

- (a) The Members in a General Meeting pass a resolution requiring TCBAI to be wound up; and
- (b) A simple majority of those present and entitled to vote carry such resolution; and
- (c) Such resolution is confirmed by a subsequent General Meeting, called for that purpose to be held not earlier than 30 days after the General Meeting at which such resolution was passed.

14.4 Upon the winding up of TCBAI, the funds and property of TCBAI shall be applied; firstly in payment of the costs and expenses of the winding up; secondly in payment of all secured debts of TCBAI; thirdly in payment of all unsecured debts and liabilities of TCBAI. Any balance remaining shall not be paid or distributed among members of the organisation, but shall be used to further a charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

15. UNFORSEEN MATTERS

If any matter should arise for which provisions has not been made in this constitution, the Executive shall take whatever action as is necessary to protect the interests of TCBAI.


The constitution was adopted at a Special General Meeting held on 18 March 2008.

The constitution was altered at the Annual General Meeting held on 18 March 2010.


The constitution was altered at the Annual General Meeting held on 20 June 2013.

The constitution was altered at the Special General Meeting held on 14 October 2015.

SIGNED by Neil Fullerton – Chairperson
in the presence of:



Member

Witness to signature:



Signature of witness

Name: Coral Marie Green
Occupation: Admin Manager
Address: 35 mortlake Heights, Tauranga

SIGNED by Paul Hamilton – Vice Chairperson
in the presence of:


Member


Witness to signature:


Signature of witness

Name: Coral Marie Green
Occupation: Admin Manager

Address: 35 mortlake Heights, Tawanga

SIGNED by Mike Adie – Executive Committee Member
in the presence of:


Member

Witness to signature:



Signature of witness

Name: Carl Marie Green
Occupation: Admin Manager
Address: 35 mortlake Heights Tawanga