

# WAIKATO RUGBY UNION INCORPORATED

## CONSTITUTION



This is the form of the Constitution incorporating amendments as underlined presented to a special general meeting of members of Waikato Rugby Union Incorporated held on ♦ 11<sup>th</sup> 25<sup>th</sup> day of March ♦ November 2019, and signed, for identification purposes, by the chairperson of the Board.

C Groves  
Chairperson

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## **CONSTITUTION**

### **1 DEFINITIONS**

**1.1 Defined Terms:** In this Constitution the following terms will, unless the context otherwise admits or requires, have (with or without the definite article) the following meanings:

**Act** means the Incorporated Societies Act 1908 and includes any successor legislation enacted in replacement of the Incorporated Societies Act 1908.

**Affiliated Body** means each of the Affiliated Clubs and the Associate Members.

**Affiliated Club:** means any rugby club for the time being affiliated as a Member of the Union in accordance with clause 6.

**Amateur Coach Selection Committee** means the Amateur Coach Selection Committee constituted in accordance with clause 23.3.

**Annual General Meeting** means the Annual General Meeting of the Members convened in accordance with this Constitution.

**Appeal Committee** means the Appeal Committee of the Union constituted in accordance with clause 21.3.

**Appeal Panel** means the Appeal Panel of the Union constituted in accordance with clause 21.1.

**Appointments Committee** means the Appointments Committee of the Union constituted in accordance with clause 19.

**Associate Members** means the organisations associated with the Union as contemplated by clause 6.

**Board** means the board of the Union constituted in accordance with clause 12.

**Board Member** means a natural person who has been appointed as a member of the Board in accordance with this Constitution.

**boundaries of the Union** means the boundaries of the Union as defined from time to time by NZR.

**CEO/GM** means the person appointed as chief executive officer, or where there is no chief executive officer the general manager, of the Union from time to time in accordance with this Constitution or, in his or her absence, any acting chief executive officer or general manager as the case may be.

**Coach Selection Committee** means the Professional Coach Selection Committee and Amateur Coach Selection Committee.

**Council** means the council of clubs of the Union constituted in accordance with clause 17.

**Club Board Member** means a Board Member appointed in accordance with clause 12.1(a) or clause 12.2(a).

**Council Member** means a natural person representing an Affiliated Club or the WRRRA as a member of the Council in accordance with clause 17 of this Constitution.

**Disciplinary Rules** means the New Zealand Rugby Union Disciplinary Rules and adopted by NZR from time to time.

**Entitled Person** means a person specified in clause 9.4 (or 10.5(b)) as having the right to attend, speak at, and in some cases vote at a General Meeting.

**Fundamental Rules** means those rules in respect of the Senior Competition as the Board determines, from time to time, to be essential to ensure that the administration and playing of rugby in the Senior Competition is aligned with and does not conflict with the administration and playing of rugby at a representative and professional level.

**General Meeting** means any Annual General Meeting or Special General Meeting of the Union.

**High-Performance Rugby Committee** means the High-Performance Rugby Committee appointed by the Board in accordance with clause 14.3(b)

**Independent Board Member** means a Board Member appointed in accordance with clause 12.1(b) or clause 12.2(b).

**Judicial Committee** means a Judicial Committee of the Union appointed in accordance with clause 20.2.

**Judicial Officer** means a Judicial Officer of a Judicial Committee appointed in accordance with clause 20.2.

**Judicial Panel** means the Judicial Panel of the Union constituted in accordance with clause 20.1.

**Schools Competition** means the Union's junior rugby competition known as 5<sup>th</sup> to 13<sup>th</sup> grade rugby and all secondary schools competitions or any replacement or amendment of those competitions.

**Laws of the Game** means the laws of rugby as prescribed by NZR.

**Life Member** means a natural person admitted as a life member of the Union in accordance with clause 8.

**Member** means a member of the Union as described in clause 6.

**Nominated Board Member** means a Board Member appointed in accordance with clause 12.1(c) or clause 12.2(c).

**NZR** means the New Zealand Rugby Union (Incorporated) (known as "New Zealand Rugby") and where not repugnant to the context includes any successor organisation to NZR.

**Officer** means the President and the Vice-President of the Union appointed (as the case may be) in accordance with the clause 11.

**Ordinary Resolution** means a resolution that is approved by simple majority of the votes of the persons entitled to vote and voting on the question.

**Professional Coach Selection Committee** means the Professional Coach Selection Committee constituted in accordance with clause 23.1.

**rugby** means the game of rugby union.

**Senior Competition** means the Union's rugby competition known (as at the date of this Constitution) as premier divisions one, two or three, or any substitute or replacement for those divisions, or any further or replacement divisions as the Board determines from time to time.

**Senior Officer** means the president or chairperson or equivalent officer of the relevant Affiliated Club or the WRRRA as the case may be.

**Special Resolution** means a resolution approved by a majority of 75% of the votes of the persons entitled to vote and voting on the question.

**Special General Meeting** means a meeting of the Members held in accordance with clause 10.2.

**Union** means the Waikato Rugby Union Incorporated.

**World Rugby** means the association of national rugby unions known as World Rugby, of which NZR is a member.

**WRRRA** means the Waikato Rugby Referees Association Incorporated and where not repugnant to the context includes any successor organisation to the Waikato Rugby Referees Association Incorporated.

## 1.2 **References:** In this Constitution reference to:

- (a) the plural includes reference to the singular, and vice versa;
- (b) words importing one gender includes all genders;
- (c) any statutory provision will include any statutory provision which amends or replaces it and any subordinate legislation made under it;
- (d) "person(s)" means a reference to any natural or artificial person and includes an individual, company, body corporate, association of persons (whether corporate or not), trust, state or agency of a state or other entity, in each case whether or not having separate legal personality;
- (e) any clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution.

- (f) any section of the Disciplinary Rules includes reference to any amended or substituted corresponding section of the Disciplinary Rules from time to time.

1.3 **Headings:** Headings inserted in this Constitution are for convenience of reference only and do not affect the interpretation of this Constitution.

1.4 **Negative obligations:** Any obligation not to do anything will be deemed to include an obligation not to suffer, permit or cause that thing to be done.

1.5 **Time period:** If a period of time is specified as being from a given day or the day of an act or event, it is to be calculated as excluding that day.

## 2 NAME

2.1 **WAIKATO RUGBY UNION INCORPORATED** shall be the name of the Union.

## 3 OBJECTS

3.1 **Objects:** The objects of the Union are to:

- (a) control, promote, foster and develop the game of rugby within the boundaries of the Union;
- (b) form and manage rugby teams representing the Union;
- (c) represent the Union to, and on, NZR;
- (d) comply with the Laws of the Game and submit to any amendments to the Laws of the Game;
- (e) encourage participation in, and support for, rugby by all participants in, and supporters of, the game and at all levels (including by way of example administrators, players, coaches, referees, match officials and supporters) within the boundaries of the Union; and
- (f) do all such other things as the Union may consider necessary or desirable to promote the interests of rugby within the boundaries of the Union.

3.2 **Powers:** The Union shall have all of the powers of a natural person to give effect to the objects set out in clause 3.1 to the maximum extent permitted by law and in particular (and without limiting the generality of the foregoing) the Union shall have the following powers:

- (a) admit new Members;
- (b) withdraw, suspend or terminate a Member's membership;
- (c) carry on any business or undertaking in connection with the promotion, fostering, development and control of rugby within the boundaries of the Union;
- (d) develop, apply for, purchase, or otherwise acquire any intellectual property rights, and to use, exploit, exercise, develop, or grant licences in respect of such intellectual property rights on such terms and conditions as the Union thinks fit;

- (e) enter into any partnership, joint venture or other arrangement for the conduct of any activity and the sharing of surplus resources, and to co-operate with any person carrying on or about to carry on any business or transaction;
- (f) subscribe to, or otherwise acquire, hold and deal with, shares, debentures, or other securities of any kind and to sell, or dispose of, any interest in any securities;
- (g) enter into any arrangements with any authority and obtain from such authority, any rights, privileges and concessions and to exercise such rights, privileges and concessions;
- (h) purchase, take on lease or in exchange, hire, and otherwise acquire any real and/or personal property and any rights or privileges to real and our personal property;
- (i) invest and deal with the money of the Union;
- (j) lend and advance money or give credit to any person;
- (k) give guarantees and/or indemnities for the payment of money or the performance of contracts or obligations by any person and otherwise assist any person;
- (l) borrow, raise money or secure the payment of money charged upon all or any of the Union's property and purchase, redeem or pay off any such securities;
- (m) enter into any contract or arrangement (whether legally binding or otherwise);
- (n) appoint, dismiss or rehire employees;
- (o) remunerate any person for services rendered or to be rendered;
- (p) sell, improve, manage, develop, exchange, lease, distribute, dispose of or otherwise deal with all or any part of the property and rights of the Union;
- (q) take or hold mortgages, liens, and charges to secure payment of any money due to the Union from any other person;
- (r) undertake and execute any trusts and make gifts whether for charitable or benevolent purposes or otherwise;
- (s) appoint, elect or nominate persons to represent the Union;
- (t) delegate to any person the powers of the Union and allow the Board, and any other person, to delegate any of the powers delegated to the Board, or such other person;
- (u) decide any disputes or hear any appeals on matters relating to the Union and/or rugby within the boundaries of the Union;
- (v) carry out all or any of the objects of the Union and do all or any of the above things as principal, agent, contractor, trustee or otherwise, and by or through trustees or agents or otherwise, and either alone or in conjunction with others; and



- (w) to all such other things as are incidental or conducive to the attainment of the objects and exercise of the powers of the Union.

3.3 **Objects and powers independent:** Each of the objects and powers set out in clauses 3.1 and 3.2 are independent objects and powers of the Union, and are to be construed independent of one another and are not to be limited by reference to any other object of powers set out in clauses 3.1 and 3.2.

3.4 **Amateur rugby:** The Union is incorporated for the purpose of promoting amateur rugby for the recreation or entertainment of the general public within the boundaries of the Union. The capacity of the Union to carry on any business or activity, do any act, or enter into any transaction, is restricted to any business, activity, act or transaction carried on, undertaken, done or entered into in accordance with, or in seeking to achieve, this purpose, or which is conducive for incidental to this purpose.

3.5 **Involvement in professional rugby for the advancement of the amateur game:** The Union's capacity to carry on business or activity, do any act, and enter into any transaction is outlined in clause 3.4, includes the capacity to:

- (a) undertake and participate in rugby activities and competitions in which paid players and paid officials participate;
- (b) solicit licensing of brands; and
- (c) seek sponsorship.

3.6 **No pecuniary profit:** Nothing in this Constitution shall permit the Union to use its funds, or to make its funds available, to be used for the private pecuniary profit of any Member or any person associated with any Member. For the avoidance of doubt, the term "private pecuniary profit" does not include remuneration or payments for services rendered reasonable and relative to that which would be paid in an arms-length transaction (being the open market value). This clause 3.6 applies, notwithstanding any other provision of this Constitution to the contrary.

#### 4. LAWS OF THE GAME

4.1 The Union shall affiliate with NZR and shall adopt the Laws of the Game.

#### 5. INCORPORATION

5.1 The Union shall incorporate as an incorporated society under the provisions of the Act and if rendered necessary by any successor legislation to the Act, the Union shall incorporate (to the extent necessary) under such successor legislation.

#### 6. MEMBERSHIP

6.1 **Members:** The Members of the Union are

- (a) the Officers;
- (b) the Board Members;
- (c) the Affiliated Clubs;
- (d) the Associate Members; and

(e) the Life Members.

6.2 **Current Affiliated Clubs:** As at the date of this Constitution, the Affiliated Clubs are those clubs listed in Schedule Two.

6.3 **Associate members:** As at the date of this Constitution, the Associate Members are the persons listed in Schedule Three.

6.4 **No other affiliation:** No Affiliated Body may be affiliated to any rugby organisation other than the Union. Each Affiliated Body must ensure that no rugby team under its control or jurisdiction plays any team:

- (a) under the control of jurisdiction of an overseas entity; or
- (b) under the control or jurisdiction of any entity which is not itself affiliated with NZR.

without the prior written consent of the Union, and/or NZR if the circumstances require.

6.5 **Binding:** Each Member:

- (a) is bound by this Constitution and the Constitution and regulations of NZR;
- (b) must comply with the Laws of the Game and the bylaws, regulations and resolutions of World Rugby, (subject to domestic safety law variations adopted by NZR); and
- (c) must ensure that its members agree to be bound by this Constitution, the Constitution and regulations of NZR, and, subject to domestic safety law variations adopted by NZR, the Laws of the Game and the bylaws, regulations and resolutions of World Rugby,

with the intention that all clubs and other bodies or persons connected with the playing or administration of rugby within the boundaries of the Union, who are directly or indirectly affiliated to the Union, agree to be bound by this Constitution, the Constitution and regulations of NZR and, subject to domestic safety law variations adopted by NZR, the Laws of the Game and the bylaws, regulations and resolutions of World Rugby

6.6 **Conflict of clauses:** Any rule or regulation of a Member or other rugby playing organisation bound by this Constitution, which is in conflict with this Constitution, the Constitution and regulations of NZR, the Laws of the Game or domestic variations, or the bylaws, regulations and resolutions of World Rugby, shall be deemed to be inoperative.

6.7 **Non-compliance:** If any Member:

- (a) does not comply with any provision of this Constitution, the Constitution and regulations of NZR or subject to any domestic safety law variations adopted by NZR, the Laws of the Game or the bylaws, regulations or resolutions of World Rugby;
- (b) does not give effect to any decision of the Board or a decision of the Board of NZR (as the case may be); or

- (c) in the case of an Affiliated Body permits any member of the Affiliated Body under its jurisdiction to:
  - (i) fail to comply with any provision of this Constitution, the Constitution and regulations of NZR or subject to any domestic safety law variations adopted by NZR, the Laws of the Game or the bylaws, regulations or resolutions of World Rugby; or
  - (ii) not give effect to any decision of the Board or a decision of the board of NZR (as the case may be),

the Member shall be liable to:

- (d) in the case of an Affiliated Body, a deduction of competition points in respect of any team affiliated with the Member participating in any Union competition; and/or
- (e) in the case of an Affiliated Body, the prohibition or demotion of any team affiliated with the Affiliated Body participating in any Union competition; and/or
- (f) suspension of Membership for a period: and/or
- (g) expulsion from the Union; and/or
- (h) such other sanction of any kind (including the imposition of any penalty or fine),

as, in the case of:

- (i) (d) and (e) pursuant to this clause, the Council thinks fit; or
- (j) (f), (g), or (h) pursuant to this clause, the Council and the Board both think fit.

**6.8 Withdrawal of Membership:** A Member, who is an Affiliated Body or Life Member may only withdraw from membership of the Union with the prior consent of the Board. Withdrawal of membership shall take effect from the date on which the Board consent to such withdrawal and the Member must cease to hold itself out as a member of the Union from that date.

**6.9 Dispute Resolution:** No person:

- (a) being a Member;
- (b) or a team, player, match official who is a member of a Member;
- (c) or who is a member of a Member

may, to the extent that person is entitled to do so, bring a dispute, claim or proceeding against the Union or any or any person acting under the delegated authority of the Union, the Board or the Council in relation to the exercise of a power of the Union, the Board, or the Council, unless that person has first exhausted all rights of appeal (if any) contained in this Constitution or the Constitution of NZR and any such rights of appeal (if any) which are made available to that person by the Union and/or NZR.

**6.10 NZR to interpret:** If any difference of opinion arises as to the meaning of any provision in this Constitution, or any regulations of the Union it will be determined by the Appeal

Council of NZR, except if the difference of opinion arises at a General Meeting, in which case it will be determined by the chairperson of that meeting.

## **7. AFFILIATED BODIES**

**7.1 Application of Membership:** Any rugby club or rugby related association may apply to be an Affiliated Club in the case of a rugby club, or an Associate Member in relation to any other body, in accordance with this clause 7.

**7.2 Membership for a club:** An application for membership as an Affiliated Club must be submitted in writing to the CEO/GM and must:

- (a) be made by a rugby club seeking to become an Affiliated Club;
- (b) record the number of teams under, or to be under, the applicant's control, which shall include at least one team playing in Senior Competition;
- (c) include a description of the applicant, including any boundaries or proposed boundaries if applicable;
- (d) include in the case of an applicant which is affiliated to another rugby union, a copy of the consent in writing of that union to the applicant's application to join the Union and leave that other union;
- (e) include the written endorsement of not less than two other Affiliated Clubs; and
- (f) be made by an entity which complies with, or in the forthcoming year will comply with, clause 7.9.

**7.3 Amalgamation of existing Affiliated Clubs:** An application for the amalgamation of two or more existing Affiliated Clubs and the subsequent membership of the amalgamated club as an Affiliated Club must be submitted in writing to the CEO/GM and must:

- (a) be made by the Affiliated Clubs seeking to amalgamate;
- (b) record the number of teams under, or to be under, the amalgamated entity's control;
- (c) include, if applicable, a description of the proposed boundaries of the amalgamated entity;
- (d) include details of the proposed governance and membership of the amalgamated entity and a copy of the proposed rules or Constitution of the amalgamated entity;
- (e) include a copy of the financial statements (including statements of financial position and statements of financial performance) of each of the applicants for the 12 months ending on the balance date (of the applicants) immediately preceding the date of the application; and
- (f) include a full explanation as to why the amalgamation is proposed and the perceived benefits and potential disadvantages of the amalgamation.

**7.4 Associate Members:** An application for membership as an Associate Member must be submitted in writing to the CEO/GM and must:

- (a) demonstrate that the applicant is a rugby organisation operating within the boundaries of the Union which is recognised by existing Union stakeholders as a rugby organisation, and which either:
  - (i) conducts matches or tournaments within the boundaries of the Union; or
  - (ii) provides other services relating to the furtherance of rugby within the boundaries of the Union;
- (b) include details of the governance and membership structure of the applicant and a copy of the applicant's rules or Constitution;
- (c) Include a copy of the financial statements (including a statement of financial position and statement of financial performance) of the applicant for the 12 months ending on the balance date (of the applicant) immediately preceding the date of the application; and
- (d) demonstrate that the applicant has established stable administration over not less than three years immediately preceding the application.

**7.5 Member consideration:** Within two weeks of the receipt of any application for membership of the Union as an affiliated club or as an associate member (including an application for amalgamation) made in accordance with this clause 7, the CEO/GM will:

- (a) distribute a copy of the application to all Members; and
- (b) invite the Members to express their views on the application to the Board in writing within the period specified by the CEO/GM, being not more than six weeks after copies of the application are dispatched to members.

**7.6 Board consideration:** After the expiry of the period specified by the CEO/GM under clause 7.5(b), the Board:

- (a) will consider the application for membership (including an application to amalgamate) and the views expressed by Members on the application;
- (b) may request additional information from the applicant, or any other person as the Board considers appropriate; and
- (c) will make a recommendation not less than two weeks prior to the date of the General Meeting at which the application will be considered by the Members.

**7.7 Consideration at General Meeting:** An application for membership of the Union (including an application for amalgamation) along with the Board's recommendation thereon, will be considered at the next General Meeting following receipt of the application by the CEO/GM, provided that the application is received not less than three months prior to the date of that General Meeting (failing which, the application will be considered at the first General Meeting held after a period of three months has elapsed since receipt of the application by the CEO/GM).

**7.8 Voting on an application:** If an application for membership to the Union (including an application for amalgamation) is approved by an Ordinary Resolution, the relevant

applicant will be admitted as a Member from the date of that General Meeting or such other date as may be agreed by the General Meeting.

**7.9 Participation in Union:** To be, and to remain eligible to be a Member, an Affiliated Club must have:

- (a) in each calendar year; or
- (b) alternatively, in the immediately preceding calendar year;

at least one team playing in the Senior Competition. Any Affiliated Club that does not comply with this clause 7.9 will at the time of such non-compliance cease to be an Affiliated Club and will consequently become an Associate Member. That club will return to being Affiliated Club at the time it complies with the requirements of this clause 7.9.

**7.10 Status of affiliated body:** To be, and to remain eligible to be, a Member, an Affiliated Body must be:

- (a) an Incorporated Society registered under the Act; or
- (b) another incorporated entity which has received confirmation from the Inland Revenue Department that its income is exempt from taxation under section CW46 of the Income Tax Act 2007.

**7.11 Removal from Membership:** In addition to any other right or remedy pursuant to this Constitution an Affiliated Body may be removed as a Member of the Union if:

- (a) the prior approval of the Board to such removal is obtained; and
- (b) a Special Resolution approving that removal is passed at a General Meeting.

**7.12 Affiliated Body information:** Each Affiliated Body must provide to the Union such information about the Affiliated Body's affairs as may be required by the Board from time to time.

## **8. LIFE MEMBERSHIP**

**8.1 Life Members:** Life Members are natural persons elected as Life Members in recognition:

- (a) of exceptional service rendered to the Union and to rugby within the boundaries of the Union; and/or
- (b) such other similar criteria that the Council shall determine.

**8.2 Nomination of Life Members:** A nomination for Life Membership must be proposed by an Affiliated Club and seconded by another Affiliated Body and forwarded to the Council.

**8.3 Council consideration:** Following receipt of a valid nomination for membership as a Life Member, the Council will:

- (a) consult with the existing Life Members and the Board;
- (b) consider the nomination at a Council meeting

If the majority of the Council members present at the Council meeting at which the nomination is considered vote in favour of the nomination, the nominee's name will be submitted to the next Annual General Meeting for consideration by the Members. The Council must advise the Board of any successful vote for nomination as a Life Member not less than 8 weeks prior to an Annual General Meeting. No more than four persons may be submitted to each Annual General Meeting for election as a Life Member.

- 8.4 **Consideration by AGM:** If the nominee's name is submitted by the Council (pursuant to clause 8.3) and is approved by a Special Resolution at an Annual General Meeting, that person will be admitted as a Life Member.
- 8.5 **Rights:** Subject to this Constitution, Life Members have such privileges as shall be determined from time to time by the Board.
- 8.6 **Revocation of Life Membership:** Where a Life Member has in the opinion of the Board acted so as to bring the Union or rugby into disrepute or in a manner that is prejudicial to the interests of the Union or rugby the Board may by majority vote, recommend to the next General Meeting that Members vote to revoke that person's Life Membership. Such recommendation will be considered at the next General Meeting following the vote by the Board. Where the revocation of Life Membership is approved by Special Resolution at the General Meeting, that person's Life Membership will be revoked immediately.

## 9. MEETINGS OF MEMBERS

- 9.1 **Annual General Meeting:** The Union must hold an Annual General Meeting once in each calendar year on a date fixed by the Board being no later than 31 March in that year.
- 9.2 **Business:** The Annual General Meeting will:
- (a) receive the report of the Board and financial statements of the Union for the past financial year;
  - (b) receive the report of the Council pursuant to clause 18.1(e);
  - (c) receive the Appointments Committee's notice of the candidates who each have been recommended by the Appointments Committee pursuant to clause 1.5 of Schedule One to fill an available vacancy on the Board for the ensuing relevant period;
  - (d) receive the Appointments Committee's notice of the person who has been recommended by the Appointments Committee pursuant to 11.8 to fill any vacancy in the position of Vice-President;
  - (e) hold an election to fill any vacancy for Independent Board Members and/or any vacancy for Club Board Member in respect of each candidate recommended by Appointments Committee pursuant to clause 9.2(c). Such election process being set out in Schedule One;
  - (f) hold an election to fill any vacancy in the position of Vice-President from the candidate recommended by Appointments Committee pursuant to clause 9.2(d). Such election process being set out in clause Schedule One;
  - (g) appoint an auditor;

- (h) consider any nominations to be appointed as a Life Member that are submitted by the Council to the Annual General Meeting;
- (i) consider and vote on any other matters which this Constitution provides may be dealt with at a General Meeting, provided however that the prior written notice required by this Constitution of such matters has been given; and
- (j) consider any other business of which not less than six weeks prior written notice has been given to the CEO/GM by a Member.

9.3 **Special General Meetings:** All meetings of Members other than the Annual General Meeting are Special General Meetings.

9.4 **Right to attend Meetings:** The following persons may attend a General Meeting:

- (a) Council Members may attend, speak at and vote at the General Meeting, as a representative of their respective Affiliated Clubs or the WRRRA;
- (b) the Board Members may attend, speak at and vote at the General Meeting (but at all times subject to clause 3.2(d) of Schedule One);
- (c) the Officers and Life Members may attend and speak at the General Meeting, but are not entitled to vote in that capacity; and
- (d) delegates representing each Associate Member (excluding the WRRRA), and persons invited by the Board to attend, may attend the General Meeting and will be entitled to speak if invited to do so by the chairperson of the General Meeting, but are not entitled to vote.

9.5 **Method of holding meetings:** Subject to clause 10.20, matters to be considered by the Members in accordance with this Constitution will be considered by the Members at a General Meeting held by a meeting of the Members attending the General Meeting in person.

9.6 **Powers exercisable by ordinary resolution:** Unless otherwise specified in this Constitution, a power or right reserved to Members may be exercised by an Ordinary Resolution.

## 10. PROCEDURE FOR GENERAL MEETINGS

10.1 **Notice of Annual General Meeting:** The Board will give Members:

- (a) not less than eight weeks notice of the date, and place, of the Annual General Meeting; and
- (b) not less than two weeks notice of the business which is to be considered at the Annual General Meeting.

10.2 **Convening Special General Meeting:** A Special General Meeting can be called:

- (a) by the Board at any time; or
- (b) by the CEO/GM on receipt of a requisition stating the objects of such meeting, signed on behalf of not less than 25% of the Affiliated Clubs,

and the Special General Meeting must be held within seven weeks of the day on which:



- (c) the Board calls for the Special General Meeting; or
  - (d) the valid requisition is received by the CEO/GM.
- 10.3 **Notice of Special General Meeting:** The CEO/GM must not give less than three weeks prior written notice to all Members of all business which is to be considered at any Special General Meeting, and of the time and place of the Special General Meeting.
- 10.4 **Delegates:** If an Associate Member (excluding the WRRRA) is to be represented at a General Meeting by one or more delegates, a written notice of the appointment of a delegate, signed on behalf of the Associate Member, must be received by the CEO/GM not less than six weeks before the date of an Annual General Meeting and not less than two weeks before the date of a Special General Meeting.
- 10.5 **Capacity & Proxy:** An Entitled Person must not represent more than one Affiliated Body at any General Meeting, and to that end:
- (a) In the event of any Entitled Person being entitled to vote, and to be an Entitled Person by more than one qualification or representation, such Member shall have only one vote (but at all times subject to clause 3.2(d) of Schedule One).
  - (b) If an Entitled Person is unable to attend a General Meeting, a proxy may not be appointed in respect of that Entitled Person. Provided however, if the Entitled Person not able to attend a General Meeting represents an Affiliated Body, that Affiliated Body may appoint a replacement Entitled Person for that General Meeting to:
    - (i) attend; and
    - (ii) if an Entitled Person representing the Affiliated Body has the right to vote pursuant to clause 9.4, to vote at that General Meeting.
  - (c) To appoint a replacement Entitled Person pursuant to clause 10.5(b) the Affiliated Body must notify the CEO/GM of such replacement not less than two working days prior to the General Meeting.
- 10.6 **Powers:** Members (acting through the Entitled Persons) have the right to consider and, if entitled to vote, pass or reject motions relating to any matter which complies with this Constitution, or would otherwise not put the Board in breach of this Constitution, and in respect of which valid notice has been given in accordance with this Constitution. Such decisions are binding upon the Board notwithstanding the provisions of clause 14, provided that all matters of finance must be referred to the Board for final decision.
- 10.7 **Meeting irregularity:** Any irregularity in the notice of a General Meeting is waived if all Entitled Persons attend the General Meeting without protest as to the irregularity, or if all Entitled Persons agreed to waive the irregularity. Any irregularity in the conduct or procedure of a General Meeting is waived if the number of Entitled Persons constituting a quorum are present and those Entitled Persons agreed to the waiver or attend the meeting without raising an objection concerning the irregularity.
- 10.8 **Quorum:** No business may be transacted at any General Meeting if a quorum is not present. A quorum for a General Meeting is present if 30% of the Entitled Persons entitled to vote at a General Meeting are present.

- 10.9 **Chairperson:** The chairperson of the General Meeting shall regulate the proceedings at that meeting. The chairperson of a General Meeting will be:
- (a) the chairperson of the Board; or
  - (b) If the chairperson of the Board is absent, the deputy chairperson of the Board, or in the absence of both the chairperson and the deputy chairperson of the Board, a person elected by the Board.
- 10.10 **Casting vote:** The chairperson of the General Meeting has a casting vote, if the chairperson is an Entitled Person the chairperson's casting vote will be in addition to the chairperson's deliberative vote.
- 10.11 **Powers to adjourn meetings:** The chairperson of a General Meeting must adjourn the meeting if so directed by the meeting, provided that no business will be transacted at any adjourned meeting other than the business left unfinished at the General Meeting from which the adjournment took place. Notice of the adjournment and of the business to be transacted at the adjourned meeting is not required unless the General Meeting is adjourned for six weeks or more.
- 10.12 **Unfinished business:** If any General Meeting is to be dissolved by the chairperson of that meeting, the chairperson may direct that any item of business which has not been completed at the General Meeting and requires a vote, be put to the vote without further discussion.
- 10.13 **Scrutineers:** For each General Meeting, the chairperson of the meeting must appoint one or more scrutineers to keep a record of, and count, votes cast at the General Meeting.
- 10.14 **Voting:** Except where otherwise expressly provided in this Constitution, voting at General Meetings may be by secret ballot, by voice, or by roll, as set out in clauses 10.15 to 10.18 inclusive.
- 10.15 **Voice by default:** Subject to clause 10.18 and except as otherwise provided in this Constitution, in respect of each resolution, the chairperson of the General Meeting will:
- (a) ask the Entitled Persons entitled to vote if there is any objection to voting on the resolution by voice;
  - (b) if no objection is voiced by any Entitled Person entitled to vote, voting will be carried out in accordance with clause 10.16;
  - (c) if an objection is voiced by an Entitled Person entitled to vote, the chairperson will propose a resolution that voting be by roll and will follow the procedure set out in clause 10.17 to determine whether the resolution is passed.
- 10.16 **Voting by voice:** Where voting at a General Meeting is to be by voice, the chairperson must:
- (a) call for votes in favour of the resolution to be voiced; and
  - (b) then call for votes against the resolution to be voiced.

If there are no votes voiced against the resolution, the resolution has been passed. If there are votes voiced against the resolution, voting must be conducted by roll in accordance with clause 10.17 or by secret ballot if demanded pursuant to 10.18.

**10.17 Voting by roll:** Where voting is to be conducted as voting by roll, the scrutineer(s) must record the votes cast at the General Meeting in respect of each resolution as follows:

- (a) one scrutineer will call out the name of each Entitled Person entitled to vote (or if relevant the name of the Affiliated Club that such Entitled Person represents) and present at the General Meeting;
- (b) on the Entitled Person's (or Affiliated Club if relevant) name being called out that Entitled Person will state the manner in which the relevant vote is cast in respect of the particular resolution;
- (c) once the names of all of the Entitled Person's entitled to vote (or Affiliated Club if relevant) have been called out, the votes cast will be counted by the scrutineer(s);
- (d) the scrutineer(s) will then advise the chairperson in writing of the number of votes cast in favour of, and against, the resolution and the chairperson will convey the results to the General Meeting.

**10.18 Voting by secret ballot:** A secret ballot may be demanded at a General Meeting by not less than 30% of the Entitled Persons who are entitled to vote and are present at the meeting, and may be demanded before a voice vote or before voting by roll. The secret ballot will be taken in the manner that the chairperson directs. Votes cast on a secret ballot will be counted by the scrutineer(s) who will inform the chairperson in writing of the number of votes cast in favour of, and against, the resolution. The chairperson will convey the results of the vote to the General Meeting.

**10.19 Validity of votes:** In the case of any dispute as to the admission or rejection of the vote at a General Meeting, the chairperson of the General Meeting will determine the admissibility or rejection of the vote and the chairperson's determination will be conclusive.

**10.20 Resolution in writing:** A written resolution signed by all Entitled Persons for the time being entitled to vote at a General Meeting shall have effect as if it had been passed at a General Meeting. Any resolution may consist of several documents in identical form, each signed by one or more Entitled Persons (entitled to vote). Any such signed document sent by a person by facsimile transmission or other electronic means approved by the Board is deemed to have been signed by such Entitled Person.

## **11. OFFICERS**

**11.1 Officers:** The Officers of the Union shall be the President and the Vice-President who must be natural persons.

**11.2 Term of Appointment:** The Officers, subject to clause 12.13, hold office for the following terms:

- (a) the President shall hold office for a term of three years; and
- (b) the Vice-President shall hold office for a term of three years.

Such terms shall run concurrently with each other and commence immediately following the Annual General Meeting in the calendar year that each Officer was appointed, and expire at the dissolution of the Annual General Meeting occurring closest to the expiry of three years from the commencement of that term, notwithstanding that the term of office for an Officer may, by reason of the dates on which the relevant Annual General Meeting are held, be shorter or longer than three years.

- 11.3 **Transition:** Notwithstanding the provisions of this Constitution as to the terms of the Officers prior to amendment at the 2018 Annual General Meeting, but subject to clause 12.13:

11.3.1 The person holding the position of President at the commencement of the 2018 Annual General Meeting shall retain that office for one more year, so that person has a three year term in total.

11.3.2 The person holding the position of Vice-President at the commencement of the 2018 Annual General Meeting is shall retain that office for one more year, so that person has a three year term in total.

- 11.4 **Power to extend term:** Where notice of such resolution has been given in accordance with clauses 10.1 or 10.2 as the case may be, the Board may put a resolution to a General Meeting that the Members extend the term of appointment of the President for a further three years by Ordinary Resolution provided however any President may not serve more than 2 terms in total. In the event the term of appointment of the President's term is extended the term of the Vice-President will consequentially extended for a further three years.

- 11.5 **Appointment of President:** On the expiry or termination of the President's term the Vice-President shall become the President and shall hold office as the President for the term set out in clause 11.2(a) from such date of expiry or termination.

- 11.6 **Eligibility:** Subject to clauses 11.4 and 11.5 neither the President or the Vice-President will be eligible for re-election or appointment to his or her position after the expiry or termination of his or her appointment to that position.

- 11.7 **Nomination of Vice-President:** Nominations for election to the position of Vice-President:

- (a) must be for natural persons and may only be made by an Affiliated Club; and
- (b) must be received, together with a curriculum vitae for such nominee, by the CEO/GM prior to the closing date for applications nominated by the CEO/GM.

- 11.8 **Recommendation:** The CEO/GM will refer all nominations for Vice-President to the Appointments Committee who shall recommend one nominee to the office of Vice-President to the Annual General Meeting pursuant to clause 9.2(d) for election by the Annual General Meeting in accordance with the election procedure in Schedule One. In making such recommendation the Appointments Committee must take into account:

- (a) the current involvement of the nominee in rugby within the boundaries of the Union and the likelihood of that involvement being maintained throughout the term of office as Vice-President and subsequently throughout the period of office as President;

- (b) whether the nominee is likely to have the time available to commit to the position as Vice-President and subsequently President; and
- (c) whether the nominee has the necessary experience, skills and attributes to be a successful Vice-President and subsequently President.

11.9 **Vacancy:** Subject to clause 11.5 in the event of a vacancy in any position of Officer occurring prior to the expiry of the relevant term of such position such vacancy ~~5Ail-#may~~ remain vacant until the next Annual General Meeting. ~~Notwithstanding clause 11.5, where the position of President is to be filled at the next Annual General Meeting and the position of Vice President is vacant in accordance with this clause a Special General Meeting may be called to fill the position of Vice President. The nominations and election of the Vice President at a Special General Meeting shall follow the procedure in clause 11 as if the Vice President was being elected at an Annual General Meeting. Should the position of Vice President remain vacant in accordance with this clause and the position of President is to be filled, at~~ that next Annual General Meeting the position of President shall be filled as follows:

- (a) The provisions of clauses 11.7 and 11.8 shall apply as if those clauses refer to "President"; and
- (b) The election procedure in Schedule One shall apply to the election of the President.

## 12. BOARD MEMBERS

12.1 **Board composition for 2018/19:** With effect from the conclusion of the Annual General Meeting in March 2018 (**2018 AGM**) and until the conclusion of the following Annual General Meeting, the Board shall consist of not more than nine Board Members, being comprised of:

- (a) Not more than two persons appointed as Club Board Members in accordance with the process contemplated by Schedule One and who must have either received the recommendation of the Appointments Committee in accordance with that Schedule or been appointed by the Board in accordance with clause 5 of Schedule One;
- (b) Not more than five persons appointed as Independent Board Members in accordance with the process contemplated by Schedule One and who must have either received the recommendation of the Appointments Committee in accordance with that Schedule or been appointed by the Board in accordance with clause 5 of Schedule One; and
- (c) Up to, and not more than, two persons appointed as Nominated Board Members in accordance with the process contemplated by Schedule One.

12.2 **Board composition from 2019:** With effect from the conclusion of the Annual General Meeting in the year which follows the 2018 AGM (**2019 AGM**), the Board shall consist of not more than nine Board Members, being comprised of:

- (a) Not more than three persons appointed as Club Board Members in accordance with the process contemplated by Schedule One and who must have either received the recommendation of the Appointments Committee in accordance

with that Schedule or been appointed by the Board in accordance with clause 5 of Schedule One;

- (b) Not more than three persons appointed as Independent Board Members in accordance with the process contemplated by Schedule One and who must have either received the recommendation of the Appointments Committee in accordance with that Schedule or been appointed by the Board in accordance with clause 5 of Schedule One; and
- (c) Up to, and not more than, three persons appointed as Nominated Board Members in accordance with the process contemplated by Schedule One.

**12.3 Term of appointment of Club Board Members:** Subject to clause 12.5, Club Board Members elected or appointed under this Constitution will hold office for a term of three years, but subject to following provisions regarding staggered terms.

**12.3.1** The terms of appointment of Club Board Members will be staggered so that the term of appointment of one of the Club Board Members will expire in each year.

**12.3.2** In the circumstance that:

- (i) there is no Club Board Member whose term of appointment is due to expire (because no current Club Board Member has yet served a full term of three years); and
- (ii) there are three current Club Board Members whose terms would otherwise continue;

the Club Board Member who has served the longest term shall step down at the conclusion of the Annual General Meeting, and where there is more than one Club Board Member having served the longest term, those longest-serving Club Board Members shall draw lots to determine which of them will step down at the conclusion of the Annual General Meeting.

Subject to clauses 12.3.1 and 12.3.2, each Club Board Member shall hold office from the period commencing immediately following the Annual General Meeting in the calendar year that Club Board Member was appointed, and expire at the dissolution of the Annual General Meeting occurring closest to the expiry of three years from the commencement of that term, notwithstanding that the term of office for an Club Board Member may, by reason of the dates on which the relevant Annual General Meeting are held, be shorter or longer than three years.

**12.4 Term of appointment of Independent Board Members:** Subject to clause 12.6, Independent Board Members elected or appointed under this Constitution will hold office for a term of three years, but subject to the following provisions regarding staggered terms.

**12.4.1** The terms of appointment of Independent Board Members will be staggered so that the term of appointment of one of the Independent Board Members will expire in each year.

**12.4.2** In the circumstance that;

- (i) there is no Independent Board Member whose term of appointment is due to expire (because no current Independent Board Member has yet served a full term of three years); and
- (ii) there are three current Independent Board Members whose terms would otherwise continue;

the Independent Board Member who has served the longest term shall step down at the conclusion of the Annual General Meeting, and where there is more than one Independent Board Member having served the longest term, those longest-serving Independent Board Members shall draw lots to determine which of them will step down at the conclusion of the Annual General Meeting.

Subject to clauses 12.4.1 and 12.4.2, each Independent Board Member shall hold office from the period commencing immediately following the Annual General Meeting in the calendar year that Independent Board Member was appointed, and expire at the dissolution of the Annual General Meeting occurring closest to the expiry of three years from the commencement of that term, notwithstanding that the term of office for an Independent Board Member may, by reason of the dates on which the relevant Annual General Meeting are held, be shorter or longer than three years.

**12.5 Transition in respect of Club Board Members:** In order to implement the provisions of clauses 12.2(a) and 12.3 the following clauses apply.

- 12.5.1 The term of appointment of the Club Board Member appointed at the Annual General Meeting held in 2017 (**2017 AGM**) shall be extended so that the term expires at the conclusion of the Annual General Meeting held in 2020 (**2020 AGM**).
- 12.5.2 The term of appointment of the Club Board Member appointed at the 2018 AGM shall, on adoption of this amended Constitution, be for three years.

**12.6 Transition in respect of Independent Board Members:** In order to implement the provisions of clauses 12.2(b) and 12.4 the following clauses apply.

- 12.6.1 There shall be no new Independent Board Members appointed at the 2019 AGM.
- 12.6.2 The term of appointment of the Independent Board Member appointed at the 2017 AGM shall expire at the conclusion of the 2020 AGM.
- 12.6.3 The term of appointment of one of the Independent Board Members appointed at the 2018 AGM (**2018 IBMs**) shall expire at the conclusion of the Annual General Meeting held in 2021. The 2018 IBMs shall agree between them which of them shall have their term expire in 2021, and if they cannot so agree the matter shall be determined by lot.
- 12.6.4 The term of appointment of the remaining 2018 IBM shall be extended so that term expires at the conclusion of the Annual General Meeting held in 2022.

**12.7 Term of appointment of Nominated Board Members:** Nominated Board Members appointed under this Constitution will hold office for a term of not more than three years. The Board shall determine each Nominated Board Member's term on the nomination for appointment of that person, with the aim that terms of Nominated Board Members shall expire on a staggered basis.

- 12.8 **Re-appointment of Independent and Club Board Members:** A person who is or has been an Independent Board Member or a Club Board Member may apply to be appointed as either an Independent Board Member or a Club Board Member, and will be otherwise elected or appointed as Independent Board Member or Club Board Member, in accordance with the provisions of Schedule One and this Constitution.
- 12.9 **Re-appointment of Nominated Board Members:** A person who is or has been a Nominated Board Member may be re-appointed as a Nominated Board Member, in accordance with the provisions of Schedule One and this Constitution.
- 12.10 **Independent Board Members and Nominated Board Members:** For the avoidance of doubt, a person who has previously been an Independent Board Member may be appointed as a Nominated Board Member, and a person who has previously been a Nominated Board Member may be elected or appointed as an Independent Board Member, provided that the relevant provisions in each case of Schedule One and this Constitution are complied with.
- 12.11 **Duty to act in best interests:** A Board Member, when exercising powers or performing duties, must act in good faith and in what the Board Member believes to be in the best interests of the Union. In addition a Board Member must declare to the Board any transaction or matter in which that Board Member has a conflict of interest.
- 12.12 **Independence:** Independent Board Members and Nominated Board Members, when exercising powers or performing duties, must act independent of any allegiance to, or relationship with, an Affiliated Body. In addition Independent Board Members and Nominated Board Members must not (without limitation):
- (a) be employed by, or a contractor to, an Affiliated Body;
  - (b) be materially involved in the management or governance of an Affiliated Body;
  - (c) be a member of any committee or delegated body of an Affiliated Body; or
  - (d) otherwise hold any position of authority, or perceived authority, within an Affiliated Body.
- 12.13 **Suspension:** The Board may suspend any Officer or any Board Member who, in the opinion of the Board has failed to comply with the duties of an Officer or Board Member or whose conduct has been prejudicial to the Board or the interests of the Union or rugby.
- 12.14 **Forfeiture:** A Board Member absent without leave from three consecutive meetings of the Board shall be deemed to have forfeited his or her position as Board Member.
- 12.15 **Resignation:** A Board Member may resign at any time by giving written notice:
- (a) in the case of the chairperson of the Board, to the President; and
  - (b) in the case of any other Board Member, to the chairperson of the Board.
- 12.16 **Disqualified persons:** the following persons are disqualified from being appointed or otherwise becoming a Board Member:
- (a) a person who is under 18 years of age;



- (b) an undischarged bankrupt;
- (c) a person who has been convicted of any offence and has been sentenced to a term of imprisonment of three months or more unless the person has obtained a pardon;
- (d) a person who is prohibited from being a director, or promoter of, or being concerned or taking part in the management, a company under the Companies Act 1993;
- (e) a person who is subject to a property order made under section 30 or section 31 of the protection of Personal and Property Rights Act 1988;
- (f) a person who is mentally incapable as defined in the protection of Personal and Property Rights Act 1988; or
- (g) a person who is an employee or contractor of the Union or a wholly owned subsidiary of the Union (excluding a person who acts for, or is appointed to an office of, the Union in a professional capacity).

**12.17 Board Member ceasing to hold office:** The office of the Board Member will be vacated if the person holding that office:

- (a) resigns in accordance with clause 12.15;
- (b) forfeits office in accordance with clause 12.14;
- (c) becomes disqualified from being a Board Member pursuant to clause 12.16;
- (d) being an Independent Board Member or a Nominated Board Member, where the majority of the Board is of the reasonable opinion that the Independent Board Member or Nominated Board Member no longer complies with the requirements of clause 12.12;
- (e) dies;
- (f) becomes an employee or contractor of the Union or a wholly owned subsidiary of the Union (excluding a person who acts for, or is appointed to an office of, the Union in a professional capacity); or
- (g) otherwise vacates office in accordance with this Constitution.

### **13. PROCEDURES OF THE BOARD**

**13.1 Quorum:** A quorum for a meeting of the Board is not less than two-thirds of the appointed Board Members at the time of the meeting.

**13.2 Convening meetings:** The Board will meet:

- (a) at such times and places as it decides; and
- (b) at a special meeting of the Board called by the CEO/GM if requested by the chairperson, or any three members of the Board, to do so. The date and place of the special meeting will be determined by the CEO/GM.

- 13.3 **Notices:** Not less than one week's notice of a Board Meeting must be given to all Board Members in New Zealand at that time. Any irregularity in the notice of a Board meeting is waived if all Board Members attend the Board meeting without protest as to the irregularity, or if all Board Members entitled to receive notice of the meeting agree to waive the irregularity.
- 13.4 **Adjournment:** A meeting of the Board may be adjourned to such date and place as the meeting decides.
- 13.5 **Method of meeting:** A meeting of the Board may be held:
- (a) by a number of Board Members who constitute a quorum being assembled together at the place, date and time appointed for that meeting; or
  - (b) by the contemporaneous linking together by means of audio, or audio and visual, communication by which all Board Members participating in contributing to a quorum can simultaneously hear each other throughout the meeting.
- 13.6 **Number of votes:** All Board Members are to have one vote each. A Board Member present at a Board meeting is presumed to have agreed to, and voted in favour of, a resolution of the Board unless the person expressly dissents from or votes against the resolution at a meeting. The chairperson will have a deliberative vote and a casting vote.
- 13.7 **Majority:** All matters for decision at Board meetings will be decided by a majority of votes of Board Members present except as may be otherwise provided for in this Constitution.
- 13.8 **Counting of votes:** Subject to clause 13.9 voting at board meetings may be by voices or show of hands.
- 13.9 **Appointments by the Board:** The appointment of the chairperson of the Board and, if relevant, any deputy chairperson must be determined by the Board. Any other appointment may be determined by the Board or such other body as the Board thinks fit. The decision by the Board to appoint the chairperson, and subject to this Constitution to appoint and/or approve the appointment of coaches or selectors (whether representative teams or otherwise), and such other appointments as the Board may, and is entitled to, decide:
- (a) will be decided by secret ballot if demanded by majority of the Board; and
  - (b) if in relation to an appointment, the successful candidate must receive the majority of votes cast.
- 13.10 **First meeting after Annual General Meeting:** At its first meeting after an Annual General Meeting, the Board will:
- (a) elect from the Board Members a chairperson for the ensuing year and, if the Board wishes to do so, the Board may elect a deputy chairperson for the ensuing year; and
  - (b) appoint for the ensuing year:
    - (i) the Union's representatives to NZR; and

- (ii) a representative, or representatives, of the Union to any other body to which the Union is affiliated or otherwise has a right to appoint representatives to.

13.11 **Absence of chairperson:** In the absence of the chairperson from any meeting of the Board, the deputy chairperson (if any) will exercise the powers of the chairperson. If no deputy chairperson has been appointed, or if appointed is also absent, a chairperson must be elected from the Board Members present for that meeting.

13.12 **Minutes:** The Board must ensure the minutes are kept of all proceedings at meetings of the Board.

13.13 **Resolution in writing:** A written resolution signed by Board Members is as valid and effective as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in identical form each signed by one or more members of the Board. Any such documents sent by Board Member by facsimile transmission or other electronic means approved by the Board is deemed to have been signed by such Board Member.

13.14 **Procedures:** Except as otherwise provided in this Constitution, the Board will regulate its own procedure.

#### 14. POWERS OF BOARD

14.1 **Management by Board:** The business and affairs of the Union are managed by, or under the direction and supervision of, the Board and the Board may exercise all such powers of the Union consistent with the law, the Act, this Constitution or any regulation or by-law of the Union.

14.2 **Powers of Council not affected:** The provisions of clause 14.1 shall not derogate from the powers and duties conferred on the Council or any other body pursuant to this Constitution.

14.3 **Powers:** The Board shall in addition to the general powers conferred by clause 14.1 have the following additional powers:

- (a) To control and manage the funds and property of the Union and to raise or borrow monies and incur such liabilities for the purposes of the Union as may be necessary and to secure the repayment of the same;
- (b) To appoint from its own members or otherwise such committees or sub-committees as it may deem necessary from time to time to assist it in carrying out its duties and to fix and limit the powers and authorities of those committees or sub-committees;
- (c) Determine all matters of policy dealing with:
  - (i) the Union's relationship with NZR; and
  - (ii) any international and representative match in which a team representing the Union or an Affiliated Body takes part;

- (d) To undertake an enquiry into the affairs of any Affiliated Body, or the Union or any committee or body acting under the authority of the Union, including an undertaking any enquiry the Union is required to undertake by NZR;
- (e) To employ the services of a chief executive officer or general manager and such other staff as may be required from time to time on such terms as the Board shall deem fit;
- (f) To administer and control the Union's involvement in professional rugby as provided for in clause 3.5;
- (g) To set the Fundamental Rules in respect of the Senior Competition;
- (h) To make decisions on any matters concerning rugby which are not (or which in the opinion of the Board are not) provided for by this Constitution or the Constitution of NZR and any such decision shall be reported by the Board to the next General Meeting of the Union for confirmation; and
- (i) The decision of the Board on all matters, questions and disputes whatsoever shall be final and conclusive and shall not be appealed from to any higher body to which the Union may be affiliated or otherwise save and except only by appeal to a General Meeting of the Union.

14.4 **Right of Appeal:** Nothing in the clause 14.3(i) shall prevent any Member appealing through the Union to NZR on any matter pertaining to the Laws of the Game.

14.5 **Saving:** Subject to clause 14.3(h) if any case should occur which, is not provided for in this Constitution, the Council and the Board may together determine such matter in such manner as the Council and the Board deem expedient. In the event the Board and the Council cannot agree then such matter will be determined by the Appeal Council of NZR.

14.6 **Ratification:** The purported exercise by an Officer, the CEO/GM, any other Union employee or a Board Member of the power vested in the Board may be ratified or approved by the Board in the same manner in which the power may be exercised. The purported exercise of power ratified under this clause is deemed to be, and to always have been, a proper and valid exercise of that power.

14.7 **Funds and investment:** The funds and property of the Union shall be controlled, invested and disposed of by the Board subject to this Constitution. The funds shall be devoted solely to the promotion of the objects of the Union.

14.8 **Indemnity of officers:** Each Board Member, Officer, Council Member and employee of the Union (whether past or present) is indemnified by the Union in respect of:

- (a) any costs incurred by him or her in any proceeding that relates to liability for any act or omission by that person in his or her capacity as a Board Member, Officer, Council Member or employee of the Union in which judgment is given in his or her favour, or in which he or she is acquitted or which is discontinued; and
- (b) any liability to any person other than the Union for any act or omission in his or her capacity as a Board Member, Council Member, Officer, employee or representative of the Union and costs incurred by him or her in defending or settling any claim or proceeding relating to such liability, not being criminal

liability or liability in breach of any fiduciary duty owed by him or her to the Union.

14.9 **Insurance:** The Union may effect insurance for each Board Member, Council Member, Officer and employee of the Union (whether past or present) in respect of any cost, claim, expense, loss or liability incurred in connection with any act or omission in his or her capacity as a Board Member, Council Member, Officer, employee of the Union or otherwise, as the Board may determine.

14.10 **Report to Council:** The Board shall at least once annually report (either in writing or orally at a meeting of the Council) to the Council, such report may include a report upon the Union's budget and financial performance, the strategic direction of the Union, and any other matter which the Board believes is necessary to report to the Council.

## 15. REMUNERATION OF CHAIRPERSON AND REIMBURSEMENT OF EXPENSES

15.1 **Chairperson:** The Board may at any time authorise the payment of the remuneration of the chairperson of the Board in respect of the services carried out by the chairperson, as chairperson, on behalf of the Union.

15.2 **Expenses:** Council Members, Board Members and Officers may be reimbursed for reasonable travelling, accommodation and other expenses incurred in the course of performing duties or exercising powers in that person's capacity as a Board Member, Council Member or Officer, with the approval of the Board.

## 16. CHIEF EXECUTIVE OFFICER/GENERAL MANAGER

16.1 **Employment:** Pursuant to clause 14.1 the Union may employ a chief executive officer or general manager.

16.2 **Nature of position:** The CEO/GM shall be subject to the authority of the Board and the functions of the CEO/GM shall include the implementation of the Board's decisions and to carry out the day to day administration of the Union including the supervision of all other staff employed by the Union, and such other functions as directed by the Board.

16.3 **Meetings:** The CEO/GM may attend all meetings of the Board, the Council and any other meeting of the Union. At any meeting attended by the CEO/GM he/she shall have the right to speak but not the right to vote.

16.4 **Committees:** The CEO/GM may ex officio be a member of all other Union committees, if he/she deems it necessary to fulfil his/her obligations to the Union. However, in respect of such committee, he/she shall have the right to speak but not to vote.

16.5 **Disciplinary Rules:** In addition to any other powers given pursuant to this Constitution, the CEO/GM shall have the powers given to the CEO/GM in the Disciplinary Rules.

## 17. COUNCIL MEMBERS

17.1 **Council:** The Council shall consist of Council Members, one from each Affiliated Club and one from the WRRRA, on the following basis:

17.1.1 A Council Member may not represent more than one Affiliated Club;

17.1.2 A Council Member must be a natural person;

- 17.1.3 A person who would otherwise be disqualified from being appointed as a Board Member pursuant to clause 12.16 may not be a Council Member;
- 17.1.4 Subject to clauses 17.1.1 and 17.1.3, the Council Member in respect of each Affiliated Club and the WRRRA shall be Senior Officer of the relevant Affiliated Club or the WRRRA;
- 17.1.5 Where a Senior Officer is disqualified from being a Council Member by clause 17.1.3, the Council Member for that Affiliated Club or the WRRRA as the case may be shall be a member of the executive board (or equivalent body) of that Affiliated Club or the WRRRA as nominated by that executive board.
- 17.2 **Term:** Each Council Member shall hold office as a Council Member only for so long as they meet the requirements of clause 17.1 and on ceasing to meet those requirements shall be replaced as Council Member by the person from the Affiliated Club or WRRRA who meets the requirements of clause 17.1.
- 17.3 **Removal:** The Council may remove any Council Member who, in the opinion of the Council has failed to comply with the duties of a Council Member or whose conduct has been prejudicial to the Council or the interests of the Union or rugby. In the event of such suspension, the Council Member for that effected Affiliated Club or the WRRRA as the case may be shall be a member of the executive board (or equivalent body) of that Affiliated Club or the WRRRA as nominated by that executive board.
- 17.4 **Alternative if Council Member unavailable:** Where a Senior Officer is unable to attend a Council meeting that Senior Officer may appoint a replacement person who may attend, speak and vote at that Council meeting as the appointing Senior Officer may direct or in the absence of such direction as that person sees fit.

## 18. POWER AND FUNCTIONS OF COUNCIL

- 18.1 **Functions of Council:** The Council shall have the following functions:
- (a) subject to the role of the Board, to arrange, regulate and control all matches between teams controlled by Affiliated Clubs as it may deem desirable;
  - (b) subject to the role of the Board, to regulate and control all officials, players and members of Affiliated Clubs;
  - (c) to undertake any enquiry into alleged misconduct of a club, team, player or match official;
  - (d) to prepare the Council's operating budget in respect of the funds required to run the Council for each year, which before being finalised must be first approved by the Board;
  - (e) at each Annual General Meeting to report on the activities of the Council in the preceding year; and
  - (f) such other functions as are conferred on it by this Constitution

provided however, that such functions shall in no way fall within the scope of the Disciplinary Rules.

18.2 **Powers of the Council:** In order to give effect to the functions of the Council the Council has the power, subject at all times to the Council complying with clause 6.5 as if the Council were a Member, and subject also to the role of the Board, to:

- (a) make, amend and revoke regulations, procedure or policy relating to grade competitions between teams controlled by Affiliated Clubs (but subject to the role of the Board in relation to the Fundamental Rules in respect of the Senior Competition);
- (b) disqualify or deregister any ground on which any disturbance takes place in connection with any match;
- (c) decide (subject to appeal to NZR) any question in dispute arising out of an interpretation of the Laws of the Game arising in respect of the Union (or otherwise within the boundaries of the Union);
- (d) settle disputes between Affiliated Bodies when one of the Affiliated Bodies which is a party to the dispute requests the Council to do so;
- (e) appoint committees and advisory boards of the Council and to delegate any of the Council's powers to any such committee or body, including (without limitation):
  - (i) the power to sub delegate any of the committee's (or other body's) powers to the chairperson of the committee (all other body) or such other person(s) approved by the Council; and
  - (ii) the power to determine the membership, terms of reference and powers of any such committee.
- (f) delegate any of the Council's powers to any Judicial Officer, Judicial Committee or Appeal Committee.

18.3 **Procedures:** The Council will adopt the same procedures of the Board specified in clauses 13.3 to 13.5 (inclusive) and clauses 13.11 to 13.13 (inclusive) with all the necessary changes, with the exception of the following:

- (a) A quorum for a meeting of the Council is one half of the Council Members;
- (b) All voting at a meeting of the Council is in accordance with clause 18.4;
- (c) The Officers, any Independent Board Member and the CEO/GM shall be entitled to receive notice of, speak at, but not to vote at any Council meeting;
- (d) The Council will meet:
  - (i) at such times and places as it decides but not less than three times each calendar year; and
  - (ii) at a special meeting of the Council called by the CEO/GM if requested by the chairperson of the Council, or any three members of the Council,

to do so. The date and place of the special meeting will be determined by the CEO/GM.

- (e) The chairperson of the Council shall be that person who is the chairperson of the Board from time to time.
- (f) The deputy chairperson of the Council shall be a Board Member appointed to that position from time to time by the chairperson of the Board.
- (g) Neither the chairperson of the Council nor the deputy chairperson of the Council shall have any vote at a Council meeting.
- (h) At its first meeting of a calendar year the Council will elect, by voting as set out in clause 18.4, from the Council Members its appointees pursuant to clauses 19.1(a), 23.1(b) and 23.3(a) and any other appointees required to be appointed by the Council pursuant to this Constitution.
- (i) Any election pursuant to clause 18.3(h) will be decided by secret ballot (with the provisions of clause 18.4 modified accordingly to enable secrecy) if demanded by two Council Members and the successful candidate must receive the majority of votes cast.

18.4 **Voting:** Voting on matters put to a meeting of the Council will be in accordance with this clause.

18.4.1 Only those Council Members present at the meeting may vote on matters put to the meeting.

18.4.2 The Council Member representing the WRRRA may vote on all matters.

18.4.3 Every Council Member, other than the Council Member representing the WRRRA, shall have the number of votes that equate to the number of teams registered, excluding teams registered in the Schools Competition, with the Union by the Affiliated Club that Council Member represents (**Per Teams Vote**). The number of teams registered (and therefore the number of votes of each Council Member) will be determined by the CEO/GM as at 9am on 1 April in each year. That number of votes stands for the period from 1 April to 31 March of the following year notwithstanding that the number of registered teams may decrease or increase in that period.

18.4.4 The Council Member representing the WRRRA will have the number of votes calculated as follows (being the **Per Teams Vote** for that Council Member), for each period from 1 April to 31 March of the following year:

- (i) the number of teams registered with the Union, excluding teams in the Schools Competition, by all the Affiliated Clubs, divided by the number of Affiliated Clubs, and rounded to the nearest whole number (so that where the resulting number ends in .5 or higher it shall be rounded up, and otherwise it shall be rounded down);
- (ii) as determined by the CEO/GM as at 9am on 1 April in each year.



- 18.4.5 A Council Member present at the Council meeting is presumed to have agreed to, and voted in favour of, a resolution of the Council unless the person expressly dissents from or votes against the resolution at the meeting.
- 18.4.6 Matters put to the meeting will be determined by a simple majority of the Per Teams Votes held by those Council Members present at the meeting.
- 18.4.7 Voting shall not be by show of hands but shall be by ballot. The CEO/GM shall ensure that, prior to any Council meeting, ballot papers are prepared for each Council Member recording the Per Teams Vote of each Council Member. The ballots on each resolution shall be counted one that resolution is voted on. The ballots shall be counted by one Council Member present at the meeting appointed by the chairperson of the Council to that role, and the CEO/GM.
- 18.5 **Voting by Members:** For the avoidance of doubt, the provisions of clause 18.4, as to voting by Council Members in meetings of the Council, are not applicable to voting by Council Members at General Meetings of the Union or in respect of any other matter to be determined by Members of the Union.
- 18.6 **Procedure:** Except as otherwise provided in this Constitution, the Council will regulate its own procedure.

## 19. APPOINTMENTS COMMITTEE

- 19.1 **Appointments Committee:** There shall be an Appointments Committee of the Union which shall consist of:
- (a) three natural persons appointed by the Council (by way of vote at a Council Meeting in accordance with clause 18.4), who need not be Council Members;
  - (b) one natural person appointed by the Board, who need not be a Board Member; and
  - (c) one person appointed by The Institute of Directors in New Zealand Incorporated such person to be independent of any Affiliated Body, the Council, or the Board;
- provided that no person may hold office as a member of the Appointments Committee who is seeking appointment or re-appointment (as the case may be) to the position of Independent Board Member, Club Board Member or Officer in that year. Each appointment pursuant to this clause 19.1 shall be available to be made each time the Appointments Committee is constituted.
- 19.2 **Functions of the Appointments Committee:** The Appointments Committee shall have the following functions:
- (a) recommending candidates to be appointed as Officers in accordance with clause 11;
  - (b) recommending candidates to be appointed as Club Board Members in accordance with the procedure set out in Schedule One;
  - (c) recommending candidates to be appointed as Independent Board Members in accordance with the procedure set out in Schedule One; and

- (d) approving nominees to be appointed as Nominated Board Members in accordance with the procedure set out in Schedule One.

19.3 **Proceedings of the Appointments Committee:** The meetings of the Appointments Committee will be held in accordance with the following:

- (a) the members of the Appointments Committee will elect one of their number to be a chairperson;
- (b) each member of the Appointments Committee including the chairman shall have one vote;
- (c) a quorum for a meeting of the Appointments Committee is four members. in the event of a vacancy in the Appointments Committee the Appointments Committee may operate with four members until the Appointments Committee is next constituted in accordance with clause 19.4; and
- (d) except as otherwise provided in this Constitution, the Appointments Committee will regulate its own procedure.

19.4 **Formation of the committee:** The Appointments Committee must be constituted:

- (a) no less than six weeks prior to the date of the relevant Annual General Meeting; and
- (b) otherwise as required to fulfil the functions of the Appointments Committee as set out in this Constitution.

## 20. JUDICIAL PANEL AND COMMITTEE

20.1 **Judicial Panel:** There shall be a Judicial Panel of the Union which shall consist of such number of members as appointed or reappointed by the chairperson of the Board from time to time for a period of no more than three years. The chairperson of the Board may, at the chairperson's discretion, add further individuals to the Judicial Panel at any time or remove any member of the Judicial Panel at any time for any reason. Members of the Judicial Panel shall be eligible to be appointed as Judicial Officers or as members of Judicial Committees pursuant to clause 20.2.

20.2 **Judicial Officers & Committees:** There shall be Judicial Officers or Judicial Committees of three or more persons appointed by the CEO/GM or any nominee of the CEO/GM from members of the Judicial Panel. The number of Judicial Officers or Judicial Committees shall be determined by the CEO/GM.

20.3 **Functions:** It shall be the function of Judicial Officers and Judicial Committees appointed pursuant to clause 20.2 to act in the name of the Union for the purposes of determining disciplinary proceedings for which the Union has jurisdiction pursuant to Section 2 of the Disciplinary Rules.

20.4 **Powers and procedures:** Judicial Officers and Judicial Committees will have the powers and will adopt the procedures as set out in Sections 3 and 4 of the Disciplinary Rules.

20.5 **Disqualification from acting:** A member of the Judicial Panel who is a member of the same Affiliated Body as the player, person or Affiliated Body against whom disciplinary proceedings are taken, the victim player or a complainant, shall not act as a Judicial Officer

or be a member of the Judicial Committee which determines those disciplinary proceedings and shall not attend the hearing.

- 20.6 **Autonomy:** All Union Judicial Officers and Judicial Committees shall exercise their functions independently of the Union and NZR and shall be fully autonomous and, in particular, any decision made by a Judicial Officer or Judicial Committee shall be binding on the Union which shall not have the power to affirm, revoke or alter any decision.

## 21. APPEAL PANEL

- 21.1 **Appeal Panel:** There shall be an Appeal Panel of the Union which shall consist of such number of members as appointed or reappointed by the chairperson of the Board from time to time for a period of no more than three years. The chairperson of the Board may, at the chairperson's discretion, add further individuals to the Appeal Panel at any time or remove any member of the Appeal Panel at any time for any reason. Members of the Appeal Panel shall be eligible to be appointed as members of an Appeal Committee pursuant to clause 21.3.
- 21.2 **Member of Judicial and Appeal Panel:** An individual may be appointed to the Judicial Panel and the Appeal Panel at the same time.
- 21.3 **Appeal Committee:** There shall be one or more Appeal Committees of three persons appointed by the CEO/GM or any nominee of the CEO/GM from members of the Appeal Panel. The number of Appeal Committees shall be determined by the CEO/GM.
- 21.4 **Functions:** It shall be the function of Appeal Committees appointed pursuant to clause 21.3 to act in the name of the Union for the purposes of hearing and determining any appeal in relation to disciplinary proceedings for which the Union has jurisdiction pursuant to Section 2 of the Disciplinary Rules.
- 21.5 **Powers and procedures:** Appeal Committees will have the powers and will adopt the procedures as set out in Section 5 and Section 4 (as applicable) of the Disciplinary Rules.
- 21.6 **Disqualification from acting:** A member of the Appeal Panel who is a member of the same Affiliated Body as the player, person or Affiliated Body against whom disciplinary proceedings are taken, the victim player of a complainant, or who acted as Judicial Officer or formed part of the Judicial Committee in the first instance disciplinary proceedings, shall not act as a member of the Appeal Committee which determines the appeal and shall not attend the appeal hearing.
- 21.7 **Autonomy:** All Union Appeal Committees shall exercise their functions independently of the Union and NZR and shall be fully autonomous and, in particular, any decision made by an Appeal Committee shall be binding on the Union which shall not have the power to affirm, revoke or alter any decision.

## 22. REFEREE SELECTION

- 22.1 **Referees Appointment Board:** There shall be a Referees Appointment Board which shall consist of up to two natural persons who hold office for the term expiring at the next Annual General Meeting following their appointment and are selected by the WRRR and approved by the Board in accordance with clause 22.2.

- 22.2 **Appointment Process:** The WRRRA must as soon as possible after the Annual General Meeting advise the Board in writing of its selections to the Referees Appointment Board. The Board shall have seven days from receipt of such notice to approve or not approve such selections. If the Board advises the WRRRA within that timeframe that it does not approve one or more of the WRRRA's selections to the Referees Appointment Board the WRRRA will select such other persons as is required to constitute the Referees Appointment Board under clause 22.1 and advise the Board in writing of its further selection(s). The Board shall have seven days from receipt of such notice to approve or not approve such selections. If the Board does not approve such further selection(s) the Board may appoint any person or persons to fill the vacancy on the Referees Appointment Board. If the Board approves any selection or does not advise the WRRRA that it has not approved any person selected by the WRRRA by the relevant timeframe required by this clause, such person shall be appointed to the Referees Appointment Board.
- 22.3 **Functions and Powers of the Referees Appointment Board:** The Referees Appointment Board shall make appointments for referees and match officials for all matches under the control of the Union.
- 22.4 **Procedure:** Except as otherwise provided in this Constitution, the Referees Appointment Board will regulate its own, selection and appointment process and its own meeting procedure.
- 22.5 **Board's right of review:** The Board may from time to time review the match official and referee selection and appointment process to be adopted by the Referees Appointment Board for the appointment of positions and following such review may require that the selection and appointment process be amended or replaced.
- 22.6 **Appointment:** Upon appointing a person to a position the Referees Appointment Board shall notify such appointment to the CEO/GM.
- 23. COACH SELECTION**
- 23.1 **Professional Coach Selection Committee:** There shall be a Professional Coach Selection Committee of the Union which shall consist of:
- (a) one Board Member appointed by the Board;
  - (b) one Council Member appointed by the Council (by way of vote at a Council Meeting in accordance with clause 18.4);
  - (c) the CEO/GM;
  - (d) one other qualified natural persons (having regard to the skills, experience and attributes necessary to undertake coach selection) who will be appointed by the other members of the Professional Coach Selection Committee.
- 23.2 **Function of the Professional Coach Selection Committee:** It is the function of the Professional Coach Selection Committee to appoint the coach(s) of every professionally paid team representing the Union.
- 23.3 **Amateur Coach Selection Committee:** There shall be an Amateur Coach Selection Committee of the Union which shall consist of:

- (a) one Council Member appointed by the Council (by way of vote at a Council Meeting in accordance with clause 18.4);
  - (b) the CEO/GM or a person appointed by the CEO/GM;
  - (c) ~~the person appointed by the Union to be its high-performance manager for a fixed term; a member of the High-Performance Rugby Committee appointed by the High-Performance Rugby Committee;~~
  - (d) the Head Coach appointed by the Union.
- 23.4 **Function of the Amateur Coach Selection Committee:** It is the function of the Amateur Coach Selection Committee to appoint the coach(s) of every unpaid team representing the Union.
- 23.5 **Proceedings of the Coach Selection Committees:** The meetings of each Coach Selection Committee will be held in accordance with the following:
- (a) the members of each Coach Selection Committee will annually elect one of their number to be a chairperson;
  - (b) each member of each Coach Selection Committee shall have one vote except the chairperson shall who shall have a deliberative and, in the event of tied voting, a casting vote;
  - (c) a quorum for a meeting of each Coach Selection Committee is three members;
  - (d) except as otherwise provided in this Constitution, each Coach Selection Committee will regulate its own procedure.
- 23.6 **Formation of the Committee:** Each Coach Selection Committee will be constituted by the CEO/GM as and when required to fulfil its function.
- 23.7 **Coach Selection Committees to determine application process:** Each Coach Selection Committee will, in respect of each position to be appointed, determine the application and selection process it will utilise to select and appoint a person to such position. Provided however:
- (a) the Professional Coach Selection Committee may not appoint a person to any position unless the terms and condition of such appointment have been first approved by the Board; and
  - (b) the Amateur Coach Selection Committee may not appoint a person to any position unless the terms and condition of such appointment have been first approved by the CEO/GM.
- 23.8 **Board's right of review:** The Board may from time to time review the selection and appointment process to be adopted by either Coach Selection Committee for the appointment of positions and following such review may require that the selection and appointment process be amended or replaced.
- 23.9 **Appointment:** Upon appointing a person to a position each Coach Selection Committee shall notify such appointment to the Board.

## 24. FINANCE

- 24.1 **Financial year:** The financial year of the Union shall close on the 31st day of December in each year.
- 24.2 **Books to be kept:** The Board must ensure proper accounting records of the Union are kept.
- 24.3 **Financial statements:** A copy of the audited financial statements of the Union (including statement of financial position and statement of financial performance) shall be supplied to each Member not later than one week prior to the Annual General Meeting. Such financial statements shall be submitted to the Annual General Meeting.
- 24.4 **Receipts and payments:** All money received by the Union shall be paid into a bank to the credit of the Union. All cheques, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Union must be signed by two signatories authorised by the Board or in such manner as determined by the Board from time to time.

## 25. EXECUTION OF INSTRUMENTS

- 25.1 **Execution:** Contracts and other enforceable obligations requiring the signature of the Union may be signed:
- (a) if a deed, under the Common Seal of the Union; and
  - (b) if a contract, by a person acting on behalf of and under the authority of the Board or the CEO/GM.
- 25.2 **Common seal:** The common seal of the Union must be kept in the control of the CEO/GM of the Union and may be affixed to any document:
- (a) by resolution of the Board, and must be countersigned by two Board Members or one Board Member and the CEO/GM; or
  - (b) by such other means as the Board may resolve from time to time.
- 25.3 **The authority of members:** For the purposes of this Constitution, a notice signed by the Chairperson or the Chief Executive of an Affiliated Body or an Associate Member, on behalf of the Affiliated Body or the Associate Member, will be binding on that Affiliated Body or Associate Member.
- 25.4 **Registered office:** The registered office of the Union shall be at Hamilton or at such other place as the Board may from time to time appoint subject to compliance with all necessary law regarding the change in registered office.

## 26. REGULATION OF RUGBY

- 26.1 **Representative colours:** The representative colours of the Union shall be red, yellow and black.
- 26.2 **Uniform:** The uniform of the Union senior men's representative team will comprise a jersey, shorts, socks and may include headbands and wristbands of a colour determined by the Board. The Uniform:

- (a) will incorporate the representative colours of the Union in the manner determined by the Board; and
- (b) subject to the rules of World Rugby and/or NZR, logos may be added to the jersey, the shorts, socks, headbands and wristbands.

26.3 **Non-competitive matches:** No Affiliated Body may arrange or give approval for a non-competitive match to be played if any player resident outside the Boundaries of the Union is to be invited to play in the match, unless written consent of the Board (and NZR if applicable) has been obtained. For the purposes of this clause a "non-competitive" match is a match that is neither an ordinary club competition match, an inter-union representative fixture or an NZR fixture.

26.4 **Games with suspended players:** No Affiliated Body or player shall knowingly play any match with any suspended or expelled club or player and, in the case of a player, whether that player is suspended or expelled from playing rugby or suspended or expelled in relation to another sporting code.

## 27. ALTERATION OF CONSTITUTION

27.1 This Constitution may be amended by majority of not less than two thirds of the votes cast in a General Meeting. Notice of any proposed alteration, addition or rescission proposed by a Member must be given in writing to the CEO/GM at least six weeks before the meeting at which it is to be considered.

27.2 Notwithstanding clause 27.1 the following clauses of this Constitution may not be amended in any way (including by addition or rescission) without the prior approval of the Inland Revenue Department:

- (a) Clause 3.1 regarding the objects of the Union;
- (b) Clause 3.4 regarding the purpose of the Union;
- (c) Clause 3.6 prohibiting the provision of private pecuniary profit to Members and their associates; and
- (d) Clause 29.1 regarding the liquidation of the Union.

## 28. NOTICES

28.1 **Manner of Notice:** A notice under this Constitution must be in writing and may be delivered personally, by post, by facsimile or by e-mail.

28.2 **Receipt of notice:** A notice will be deemed to have been received:

- (a) if personally delivered, when received;
- (b) if sent by post, three days after it was sent;
- (c) if sent by facsimile, on receipt by the sender of a transmission report indicating that the facsimile was sent in its entirety to the recipient's facsimile number, and
- (d) if sent by e-mail, on the date sent, provided that no error message or automated out of office message was received by the information system used by the sender,

provided that if a notice is received after 5.00 pm it will be deemed to have been received on the next day.


## 29. LIQUIDATION

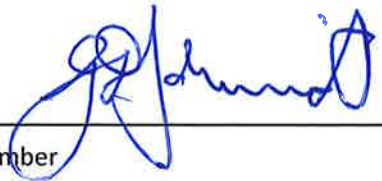
- 29.1 The Union may be put into liquidation in the manner provided by the Act. Upon the liquidation of the Union the surplus assets available after the payment of all liabilities shall be applied to such object or objects as may be decided by a majority of votes of the Members present at a General Meeting of the Union provided that such object or objects are generally consistent with the objects of the Union and provided further that no Member of the Union obtains a pecuniary gain as the result of any such decision.

At ~~an Annual~~ a Special General Meeting of the Union held on 25/11/2019, the Members adopted this Constitution:

SIGNED BY:

  
Member

  
Member

  
Member

X



## SCHEDULE ONE

### APPOINTMENT OF BOARD MEMBERS INCLUDING ELECTION PROCESS FOR BOARD MEMBERS AND OFFICERS

#### 1 APPOINTMENT OF INDEPENDENT BOARD MEMBERS AND CLUB BOARD MEMBERS

**1.1 Application for Independent Board Members:** A person who wishes to apply to be appointed as an Independent Board Member must apply in writing to the CEO/GM and such application must be received by the CEO/GM between the opening and closing date for applications nominated by the CEO/GM. The applicant must:

- (a) be a natural person;
- (b) meet the independence requirements for an Independent Board Member as set out in the Constitution; and
- (c) include a curriculum vitae and biographical information with their application.

**1.2 Application for Club Board Members:** A person who wishes to apply to be appointed as a Club Board Member must apply in writing to the CEO/GM and such application must be received by the CEO/GM between the opening and closing date for applications nominated by the CEO/GM. The applicant must:

- (a) be a natural person;
- (b) include a curriculum vitae and biographical information with their application; and
- (c) include the written endorsement of an Affiliated Body supporting that applicant's application as a Club Board Member.

**1.3 Re-appointment of Independent Board Members and Club Board Members:** Any Independent Board Member or Club Board Member whose term of appointment is due to expire in that year may apply to retain his or her position in accordance with the provisions of clause 1.1 or clause 1.2 as applicable.

**1.4 Referral to the Appointments Committee:** The CEO/GM will, immediately following the relevant closing date, refer all valid applications received in accordance with clause 1.1 and all valid applications received in accordance with clause 1.2 to the Appointments Committee.

**1.5 Recommendation by Appointments Committee:** The Appointments Committee will consider the applications for the Independent Board Members and Club Board Members received from the CEO/GM in accordance with clause 1.4 and will on the conclusion of such consideration and evaluation process nominated by the Appointments Committee (including interviews with any applicant, if necessary) provide a recommendation to the Union of each applicant the Appointments Committee believes is the most suitable candidate to fill each available vacancy. The Appointments Committee must (subject to clause 1.6) recommend one candidate for each available vacancy. In no circumstances may:

- (a) the Appointments Committee recommended more candidates than there are available vacancies;

- (b) a person be appointed as an Independent Board Member or a Club Board Member without first receiving the recommendation of the Appointments Committee pursuant to this clause 1.5.

1.6 **If position not filled:** In the event that there are insufficient applications for the positions available or if the Appointments Committee does not wish to recommend a candidate for each available vacancy by reason of there being insufficient suitable applicants then the process contemplated by clauses 1.1, 1.2, 1.4 and 1.5 will be repeated in respect of any available vacancy for which no candidate has been recommended, until the Appointments Committee is able to recommend one candidate for each available vacancy.

## 2. APPOINTMENT OF NOMINATED BOARD MEMBERS

2.1 **Nominations by the Board:** The Board may at any time, subject to there being a vacancy in the positions of Nominated Board Members, nominate a person as a Nominated Board Member. The nominee must:

- (a) be a natural person;
- (b) meet the independence requirements for a Nominated Board Member as set out in the Constitution;
- (c) consent in writing to the nomination; and
- (d) provide a curriculum vitae and biographical information to the Board along with their consent.

2.2 **Referral to the Appointments Committee:** The Board will provide to the CEO/GM:

- (a) details of the nominee;
- (b) a copy of the nominee's written consent;
- (c) the curriculum vitae and biographical information of the nominee;
- (d) reasons that the Board considers the nominee should be appointed as a Board Member; and
- (e) the proposed term of the nominee as a Nominated Board Member (in accordance with clause 12.7 of the Constitution).

The CEO/GM will, immediately following receipt of the nomination details, refer the nomination to the Appointments Committee.

2.3 **Approval by the Appointment Committee:** The Appointments Committee will consider the nomination for Nominated Board Member received from the CEO/GM in accordance with clause 2.2 and will on the conclusion of such consideration and evaluation process nominated by the Appointments Committee (including interviews with the nominee, if necessary) either:

- (a) approve the nomination, in which case the nominee will be appointed as a Nominated Board Member as at the date of the approval, for the term proposed by the Board (but not exceeding three years); or
- (b) decline the nomination.

The Appointments Committee shall advise the Board in writing of their decision.

### **3. ELECTIONS OF INDEPENDENT BOARD MEMBERS, CLUB BOARD MEMBERS AND OFFICERS**

**3.1 Notice of candidate:** Where an election to fill a vacancy in the position of an Officer, an Independent Board Member or a Club Board Member is to be held at a General Meeting the CEO/GM must not give less than 14 days prior written notice to all Members of each candidate who has received the recommendation of the Appointments Committee for such position.

**3.2 Election of Independent Board Members, Club Board Members or Officers at General Meeting:** Any election of an Independent Board Member, a Club Board Member or an Officer at a General Meeting will take place in accordance with the following:

- (a) the chairperson of the General Meeting will, in respect of each candidate having received the recommendation of the Appointments Committee, put the motion (which need not be seconded) to the General Meeting that such candidate be appointed as an Independent Board Member, a Club Board Member or Officer (as the case may be) to fill the vacancy available for that candidate, and in the case of motions for the appointment of Independent Board Members and Club Board Members, the chairperson shall advise the General Meeting whether the candidate is to be appointed as an Independent Board Member or a Club Board Member;
- (b) each Entitled Person entitled to vote and present at the meeting may, in respect of each candidate, vote for or against the appointment of that candidate;
- (c) to be appointed as an Independent Board Member or a Club Board Member or Officer (as the case may be) a candidate must receive not less than 50% of the votes of the Entitled Persons entitled to vote and present at the meeting;
- (d) no Board Member may vote in any election to fill any vacancy on the Board;
- (e) the provisions of clauses 10.15 to 10.19 of the Constitution (inclusive) shall apply to such vote. The chairperson of the General Meeting shall not have a casting vote.

### **4. FAILURE OF GENERAL MEETING TO APPOINT INDEPENDENT BOARD MEMBERS OR CLUB BOARD MEMBERS**

**4.1** If the General Meeting did not appoint a candidate to an Independent Board Member or a Club Board Member position pursuant to clause 3.2:

- (a) Where the vacancy is in respect of an Independent Board Member, the Board will call for applications in accordance with clause 1.1 within two weeks of the Board becoming aware of the vacancy;
- (b) Where the vacancy is in respect of a Club Board Member, the Board will call for applications in accordance with clause 1.2 within two weeks of the Board becoming aware of the vacancy;
- (c) the Independent Board Member or Club Board Member, as the case may be, to fill the relevant vacancy will be appointed by:

- (i) the Appointment Committee making a recommendation pursuant to clause 1.5 but with such recommendation to be made to the Council; and
  - (ii) the Council, at its next meeting, electing that person by way of vote in accordance with clause 18.4 of the Constitution.
- (d) in the event the Council fails to appoint an Independent Board Member or a Club Board Member pursuant to clause 4.1(c) then the process in clause 4.1(a) and (c) will be repeated until the vacancy is filled provided however that any appointed Independent Board Member or Club Board Member may not be a person who:
- (i) the relevant General Meeting voted on but failed to appoint pursuant to clause 3.2; or
  - (ii) the Council voted on but failed to appoint pursuant to clause 4.1(c).

## 5. VACANCY IN INDEPENDENT BOARD MEMBER AND CLUB BOARD MEMBER POSITIONS

5.1 **Vacancy:** If the office of an Independent Board Member or Club Board Member becomes vacant for any reason before the end of that Board Member's term:

- (a) the Board must, as soon as practicable, appoint a replacement Independent Board Member or Club Board Member as the case may be pursuant to this clause if failure to do so will result in the Board having less than six Board Members; and
- (b) where due to the vacancy the Board has six or more Board Members, the Board may appoint a replacement Independent Board Member or Club Board Member as the case may be pursuant to this clause.

5.2 **Replacement Independent Board Member:** Where any replacement Independent Board Member (**Replacement IBM**) is to be appointed by the Board pursuant to this clause:

- (a) That Replacement IBM must meet the independence requirement set out in clause 12.12 of the Constitution;
- (b) The Replacement IBM's term will be for the period starting from their appointment and ending at the dissolution of the next Annual General Meeting; and
- (c) Where the vacating Independent Board Member's term is not due to expire at the dissolution of that next Annual General Meeting, a further replacement Independent Board Member (who may be the Replacement IBM) will be appointed following the procedure in clauses 1, 2 and 4, but so as to keep the rotation process in clause 12.4 of the Constitution intact, that further replacement Independent Board Member's term shall expire at the time the vacating Independent Board Member's term was to expire.

5.3 **Replacement Club Board Member:** Where any replacement Club Board Member (**Replacement CBM**) is to be appointed by the Board pursuant to this clause:

- (a) The Replacement CBM's term will be for the period starting from their appointment and ending at the dissolution of the next Annual General Meeting; and

- (b) Where the vacating Club Board Member's term is not due to expire at the dissolution of that next Annual General Meeting, a further replacement Club Board Member (who may be the Replacement CBM) will be appointed following the procedure in clauses 1, 2 and 4, but so as to keep the rotation process in clause 12.2 of the Constitution intact, that further replacement Club Board Member's term shall expire at the time the vacating Club Board Member's term was to expire.

**6. GENERAL**

- 6.1 Unless otherwise specified clause references in this schedule shall be references to clauses in this schedule.

## SCHEDULE TWO

### AFFILIATED CLUBS

FRANKTON RUGBY SPORTS CLUB INCORPORATED  
 FRASER-TECH RUGBY FOOTBALL CLUB INCORPORATED  
 HAMILTON MARIST RUGBY FOOTBALL CLUB INCORPORATED  
 HAMILTON OLD BOYS RUGBY AND SPORTS CLUB INCORPORATED  
 HAUTAPU SPORTS AND RECREATION CLUB INCORPORATED  
 HINUERA RUGBY & SPORTS INCORPORATED  
 HUNTLY COLLEGE OLD BOYS' RUGBY FOOTBALL CLUB INCORPORATED  
 JARADITES RUGBY SPORTS CLUB INCORPORATED  
 KEREONE RUGBY & SPORTS CLUB INCORPORATED  
 KIHIKIHI RUGBY SPORTS CLUB INCORPORATED  
 LEAMINGTON RUGBY SPORTS CLUB INCORPORATED  
 MATANGI HILLCREST SPORTS CLUB INCORPORATED  
 MELVILLE RUGBY AND SPORTS CLUB INCORPORATED  
 MORRINSVILLE RUGBY SPORTS & RECREATION CLUB INCORPORATED  
 NGARUAWAHIA RUGBY SPORTS CLUB INCORPORATED  
 NORTHERN RUGBY FOOTBALL CLUB INCORPORATED  
 OHAUPO RUGBY AND SPORTS CLUB INCORPORATED  
 OTOROHANGA SPORTS CLUB INCORPORATED  
 PIRONGIA RUGBY AND SPORTS CLUB INCORPORATED  
 PUTARURU RUGBY FOOTBALL CLUB INCORPORATED  
 RAGLAN RUGBY SPORTS CLUB INCORPORATED  
 SOUTHERN UNITED RUGBY FOOTBALL CLUB INCORPORATED  
 SUBURBS COMMUNITY SPORTS CLUB (formerly Hamilton Eastern Suburbs Rugby Club)  
 TAU M RUGBY FOOTBALL CLUB INCORPORATED  
 TE AKAU RUGBY FOOTBALL CLUB INCORPORATED  
 TE AWAMUTU MARIST INCORPORATED  
 TE AWAMUTU RUGBY SPORTS AND RECREATION CLUB (INCORPORATED)  
 TE RAPA RUGBY CLUB INCORPORATED  
 UNITED MATAMATA SPORTS INCORPORATED  
 WAIKATO UNIVERSITY RUGBY FOOTBALL CLUB INCORPORATED  
 WHATAWHATA RUGBY SPORTS CLUB 1982 INCORPORATED

### **SCHEDULE THREE**

#### **ASSOCIATE MEMBERS**

CAMBRIDGE JUNIOR RUGBY AND SPORTS CLUB INCORPORATED

FAIRFIELD UNITED OLD BOYS RUGBY FOOTBALL CLUB INCORPORATED

NEW ZEALAND HARLEQUIN RUGBY FOOTBALL CLUB INCORPORATED

TAINUI WAKA RUGBY INCORPORATED

WAIKATO RUGBY REFEREES ASSOCIATION INCORPORATED (with additional voting rights as set out in this constitution).

WAIKATO SAMOA RUGBY AND SPORTS CLUB INCORPORATED