

**CONSTITUTION  
OF  
Badminton Canterbury Incorporated**

# Badminton Canterbury Incorporated Constitution

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# Badminton Canterbury Incorporated

## Constitution

### 1. Definitions and interpretation

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

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

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

**Board** means Badminton Canterbury's governing body.

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

**Bylaws** means any bylaws, policies, regulations and codes of Badminton Canterbury made under clause 15.

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

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

**General Manager** means the person in the highest-ranking management position in Badminton Canterbury.

**Club** means a group of individuals with an interest in badminton that meets the requirement for membership set out in clause 4.4.

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

**Contact Details** means a physical or an electronic address and a telephone number.

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

**General Meeting** means an AGM or SGM of Badminton Canterbury.

**Interested** has the meaning given in section 62 of the Act. Section 62, Inc Soc Act states that an officer (**A**) is **interested** in a matter if A:

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

- is interested in the matter because the society's constitution so provides. However, A is not interested in a matter:
  - merely because A receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Inc Soc Act; or
  - if A's interest is the same or substantially the same as the benefit or interest of all or most other members of the society due to the membership of those members; or
  - if A's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence A in carrying out A's responsibilities under the Inc Soc Act or the society's constitution; or
  - if A's interest is of a kind that is specified in the society's constitution.

**Matter** has the meaning given in section 62(4) of the Act. Section 62(4), Inc Soc Act states that **matter** means a society's performance of its activities or exercise of its powers; or an arrangement, an agreement, or a contract (a transaction) made or entered into, or proposed to be entered into, by the society.

**Member** means each person who for the time being is a member of Badminton Canterbury Incorporated and includes all classes of members described in clause 4.3.

**Memorandum of Understanding (MOU)** is an agreement (understanding) between Badminton Canterbury and each Club outlining how each other will work together to be mutually beneficial.

**Badminton New Zealand** means Badminton New Zealand Incorporated.

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

**Ordinary Resolution** means a resolution passed by a majority of votes cast.

**Purposes** means the purposes of Badminton Canterbury Incorporated described in clause 3.1.

**Region** means the geographical area as determined by Badminton New Zealand to be the region represented by Badminton Canterbury Incorporated and within which the primary base of activities of Badminton Canterbury Incorporated is located; and is at the date of adoption of this Constitution, Canterbury.

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

**Special Resolution** means a resolution passed by a 75% majority of votes cast.

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

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

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.

- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.

1.2 **Notices:** Subject to any other notice requirements in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member if sent to the address set out in their contact details
- (b) Badminton Canterbury Incorporated if sent to office@badmintoncanterbury.com or by post to Badminton Canterbury Incorporated's registered office set out on the Register of Incorporated Societies

1.3 **Receipt of notices:** A notice is deemed to have been received:

- (a) if given by post, when left at the address of that party or five Business Days after being put in the post; or
- (b) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

## 2. **Details of Badminton Canterbury Incorporated**

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- 2.1 **Name:** The name of the society is Badminton Canterbury Incorporated (**Badminton Canterbury**).
- 2.2 **Charitable status:** Badminton Canterbury Incorporated is already registered as a charitable entity under the Charities Act 2005. Charity Registration number CC46681.
- 2.3 **Status:** Badminton Canterbury Incorporated is the regional association for Badminton New Zealand and related activities in the Region and is bound by and must observe the rules of Badminton New Zealand.
- 2.4 **Registered office:** The registered office of Badminton Canterbury Incorporated is at the place the Board decides.
- 2.5 **Contact person:** At its first meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Board

must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

### 3. Purpose and powers

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3.1 **Purpose:** The charitable purposes of Badminton Canterbury Incorporated are to:

**“provide and develop affordable opportunities and quality facilities for players, officials, and supporters to participate and enjoy the sport of badminton”**

3.2 In order to satisfy the charitable purposes Badminton Canterbury Inc will:

- (a) be a member of Badminton New Zealand for the Region;
- (b) lead the promotion, development and administration of badminton within the Region and to do so in a manner that is consistent with the requirements of Badminton New Zealand, mainly as an amateur sport for the well-being, benefit and recreation of the general public;
- (c) support and assist its Members to deliver badminton in the Region;
- (d) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance in badminton in the Region;
- (e) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including governance of Badminton Canterbury Incorporated and participation in badminton;
- (f) promote, develop and co-ordinate badminton competitions in the Region;
- (g) publish and enforce the rules of badminton in the Region in a manner consistent with the requirements of Badminton New Zealand;
- (h) protect the integrity of badminton and Badminton Canterbury Incorporated by developing and enforcing standards of conduct, ethical behaviour and implementing good governance in the Region;
- (i) promote the highest possible standards for operational procedures, competence and equipment for badminton in the Region;
- (j) facilitate training for badminton coaches, technical officials and administrators in the Region;
- (k) work collaboratively and co-operatively with other bodies and organisations concerned with badminton in the Region;
- (l) bring badminton clubs together so that they can benefit from each other's skills, capability and experience;
- (m) build, develop, manage, lease, retrofit, rent and/or own facilities in its own right; provide sustainable infrastructure that emphasizes the sharing of flexible and fit-for-purpose spaces ensuring fun and wellbeing for the community.

3.3 **Capacity and powers:** Badminton Canterbury Incorporated has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this

Constitution, the constitution of Badminton New Zealand, the Act, any other legislation, and the general law.

- (a) No resolution relating to any single item of expenditure or commitment to borrow in excess of \$50,000 or the execution of any lease for a term greater than three (3) years shall be passed by the board, unless such resolution shall have been approved first by a Special Resolution of the Board and second by Special Resolution at a General Meeting of the Association.

#### 4. **Members**

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- 4.1 **Member Application:** An application to become a Member (**Application**) must be in the form required by Badminton Canterbury Incorporated.
  - (a) A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions. The General Manager may accept or decline an Application in its absolute discretion, for any reason within seven (7) days of submission. If this right is exercised, a full refund of any membership fees paid will be given.
  - (b) Organisation applications are decided by General Manager, which may accept or decline an Application in its absolute discretion. An organization becomes a member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions according to the Affiliated Club Standards policy.
- 4.2 **Member consent:** A person or entity consents to become a Member by submitting an Application (and agreeing to the terms of membership that the board may set) to Badminton Canterbury Incorporated unless otherwise specified in this Constitution.
- 4.3 **Members:** The Members of Badminton Canterbury Incorporated are;
  - (a) The Patron, as appointed in accordance with rule [5.3 \(g\)](#)
  - (b) Chairperson and members of the Board as elected in accordance with rule [6.3](#)
  - (c) Member Clubs; Badminton clubs within the district which are affiliated to Badminton Canterbury Incorporated
  - (d) Associate Members; being commercial badminton centers or any organization or person owning courts, official sponsors, or any person, firm or body interested in the promotion of badminton, subject to such privileges as may be determined by the board from time to time
  - (e) Sub-Associations; are those associations in the Canterbury region recognized as a Sub-Association in accordance with the Rules of Badminton New Zealand
  - (f) Life Members; being persons elected for a stated term or for life at a General Meeting of the Association on the recommendation of the Board in recognition of services rendered to the Association and subject to such privileges as the Board may decide

- (g) Individual members; a person who is a member of an Affiliated Club or Sub-Association, or who completes an application for membership directly to Badminton Canterbury
- (h) and any other categories of member as the Board determines

4.4 **Clubs:** A Club that wishes to be a Member must make an Application under clause 4.1 (b). In addition to the obligations as a Member under clause 4.6, each Club that is a Member will:

- (a) administer, promote, and develop badminton in the Club in a manner that is consistent with the Purposes, this Constitution and any Bylaws, including but not limited to Badminton Canterbury's Affiliated Club Standards;
- (b) ensure its constitution or rules are not inconsistent with this Constitution; provide Badminton Canterbury with a copy of its constitution or rules and all proposed amendments. The Board may require a Club to amend its constitution if it, or any proposed amendment, is inconsistent or in conflict with this Constitution, or any Bylaws of Badminton Canterbury or Badminton New Zealand;
- (c) maintain an updated register of members and, on request, provide Badminton Canterbury with full access to that register, in compliance with the privacy laws;
- (d) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in badminton;
- (e) act in good faith with loyalty to Badminton Canterbury to ensure the maintenance and enhancement of Badminton Canterbury and badminton, and its reputation.

4.5 **Life Members:** Life Membership may be granted in recognition and appreciation of outstanding service by an individual to Badminton Canterbury. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by a Special Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members have such rights and benefits as determined by the Board.

4.6 **Member rights and obligations:** Members acknowledge and agree that:

- (a) they are bound by, and will comply with, this Constitution and the Bylaws of Badminton Canterbury, and to the extent they apply, the rules, procedures or policies of Badminton New Zealand;
- (b) they are subject to the jurisdiction of Badminton Canterbury;
- (c) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
- (d) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as

otherwise set by the Board, including payment of any membership or other fees within the required time period;

- (e) if they fail to comply with sub-clause (d) the Board may terminate their membership, but the Member continues to be bound by this Constitution;
- (f) they do not have any rights of ownership of, or the automatic right to use, Badminton Canterbury's property; and
- (g) they will promote the interests and Purposes of Badminton Canterbury and must not do anything to bring Badminton Canterbury into disrepute.

4.7 **Suspension of Member:** If a Member is, or may be, in breach under clause 4.6, and the Board believes it is in the best interests of Badminton Canterbury to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before invoking any such suspension, the Member must be given notice of the suspension.

4.8 **Suspension of Member rights:** Unless otherwise determined by the Board, while a Member is suspended the Member is not entitled to attend, speak or vote at a General Meeting, or to any other rights or entitlements as a Member and is not entitled to continue to hold office in any position within Badminton Canterbury until such time as the alleged breach is resolved or determined.

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

- (a) if an individual on death, or if a body corporate on liquidation
- (b) by giving no less than one months' notice to the General Manager of their resignation
- (c) if their membership is terminated under clause 4.6(e)
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution

4.10 **Consequences of ceasing to be a Member:** A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees to Badminton Canterbury
- (b) must return all of Badminton Canterbury's property if required
- (c) ceases to be entitled to any rights of a Member

4.11 **Membership fees:** The Board will decide any membership and other fees payable by Members and the due date for those fees. The Board may determine different levels of membership fees and other fees for different types of Members.

4.12 **Member register:** The Board will keep an up-to-date Member register, which includes each Member's name, Contact Details and the date they became a Member. A Member must provide notice to Badminton Canterbury of any change to their Contact Details. The Member register will be updated as soon as practicable after the Board becomes aware of changes of the information recorded in the Member register. The Board will keep a record of those who have ceased to

be a Club member within the previous 7 years and the date on which they ceased to be a member.

## 5. General Meetings

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- 5.1 **AGM:** An AGM must be held once a year at the time, date and place as the Board decides, but not more than 6 months after the balance date of Badminton Canterbury and not more than 15 months after the previous AGM.
- 5.2 **Notice of AGM:** The Members must be given at least one months' notice of the AGM. Notice to Members of an AGM may be given by posting on Badminton Canterbury's website.
- 5.3 **Business of AGM:** The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM;
  - (b) the Board's presentation of the following information during the most recently completed accounting period:
    - (i) the annual report
    - (ii) the annual financial statements
    - (iii) any auditors report, should legislation require an audit
    - (iv) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate)
  - (c) the election of any Board Members;
  - (d) the appointment or announcement of any Appointed Board Members;
  - (e) to elect an auditor (if required by any legislation)
  - (f) to elect an Honorary Solicitor
  - (g) to elect a Patron
  - (h) to receive and approve the budget and business plan for the succeeding year
  - (i) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
  - (j) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4 **Notice of proposed motions:** Members must give notice of any proposed motions and other items of business to Badminton Canterbury at least fourteen calendar days before the date of the AGM.
- 5.5 **Notice of agenda:** Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least seven days before the date of the AGM. No additional items of business can be voted on

other than those set out in the agenda, but the Members present may agree by Special Resolution or unanimously to discuss any other items.

- 5.6 **Calling of SGM:** The Board must call a SGM if it receives a written request stating the purpose of the SGM from the Board itself; or by 50% of it's member clubs (clause 4.4).
- 5.7 **Notice of SGM:** Members must be given at least two weeks' notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members. A SGM may only consider and deal with the business specified in the request for the SGM.
- 5.8 **Method of holding meeting:** A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.
- 5.9 **Quorum:** No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is the lesser of 30% or 5 Member clubs who are entitled to vote, including present by electronic means. The quorum must always be present during the General Meeting.
- 5.10 **No quorum at AGM:** If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.
- 5.11 **No quorum at SGM:** If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.
- 5.12 **Control of General Meetings:** The Badminton Canterbury Chairperson chairs General Meetings. If that person is unavailable, a Board Member (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.
- 5.13 **Omissions and irregularities:** The General Meeting and its business will not be invalidated if one or more Members do not receive notice of the meeting. The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and papers of the meeting or the giving of notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the meeting if:
- (a) the chair of the meeting in their discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error, or omission; and
  - (b) a motion to proceed is put to the meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 5.14 **Attendance:** Members and any other people invited by the Board are eligible to attend and speak at General Meetings.
- 5.15 **Voting:** The voting entitlement shall be:

- (a) For each Member Club eligible to vote is as follows:
- (i) One vote where the member club has not more than 20 members, based on membership declarations as at 30th September in the year prior to the Annual General Meeting.
  - (ii) One additional vote for each complete 20 members, after the first 20 members of the Member Club, based on membership declarations as at 30th September in the year prior to the Annual General Meeting, provided that no Member Club shall have more than three votes
  - (iii) Clubs will need to have submitted their full membership list as at 30th September in the year prior to the General Meeting, to Badminton Canterbury at least 30 days prior to the General Meeting
  - (iv) To be considered a member of a club, a player must have joined in line with that club's rules/constitution or as defined by Memorandum of Understanding between the member club and Badminton Canterbury.
  - (v) Club votes are submitted by their respective Chair or President, or other person as nominated by the club prior to the general meeting
  - (vi) Players who are playing Under 17 or younger in the year of the General Meeting do not count towards club numbers for voting purposes.
- (b) Life members of Badminton Canterbury will receive one vote each

5.16 **Voting by electronic means:** Voting by electronic means is permitted

5.17 **Voting by proxy:** Proxy voting is not permitted.

5.18 **Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or any person entitled to vote or as otherwise required under this Constitution.

5.19 No Member shall be entitled to vote at any meeting until their name has been lodged and they have paid their fees and any other monies payable.

5.20 **Minutes:** Minutes must be kept of all General Meetings.

5.21 **Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.

5.22 **Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by a 75% majority of Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members. The proposed resolution is to be:

- dated with the date on which the proposed resolution is first sent to a person entitled to vote for the purpose of approval (the circulation date); and
- is sent to an address for each person who is entitled to vote; and
- as far as is reasonably practicable, is sent on the circulation date; and
- states that the proposed resolution lapses if it is not passed within 3 months (or any shorter period provided in the constitution) after the circulation date.

## 6. Board

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- 6.1 **Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board must manage, direct or supervise the operation and affairs of Badminton Canterbury and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of Badminton Canterbury.
- 6.2 **Composition:** The Board consists of:
- (a) At least four (4) and no more than six (6) persons elected at the AGM under clause 6.3; and
  - (b) up to two (2) further independent persons who may be selected and appointed by the board, for a term that finishes no later than the following AGM.
- 6.3 **Election of Board Members:** Board Members are elected as follows:
- (a) the Board must call for nominations for any Elected Board Member positions that are to be vacated at an AGM at least sixty days before the AGM
  - (b) nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least thirty days before the AGM
  - (c) the Board must give notice of the nominations to all Members at least seven days before the AGM
  - (d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed by the Chair at the General Meeting to count the votes
  - (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected
  - (f) if the number of votes for one or more nominees is equal to another nominee, a further vote will be held between the tied nominees
  - (g) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote
- 6.4 **Qualification:** Every Board Member must, in writing:
- (a) consent to be a Board Member; and
  - (b) certify that they are not disqualified from being elected, appointed or holding office as a Board Member by this Constitution or under section 47 of the Act or under section 36B of the Charities Act 2005.

- (c) No person shall be eligible for election to the board, unless such person is a financial member of Badminton Canterbury, a Member club or affiliated association (with the exception of 6.2 (b))

6.5 **Disqualification:** The following persons are disqualified from being elected, or holding office as a Board Member,

- (a) A person who is an employee of, or independent contractor to Badminton Canterbury.
- (b) A person who is disqualified from being elected or holding office as a Board Member under section 47 of Act or under section 36B of the Charities Act 2005.
- (c) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.
- (d) It is noted a person who holds office with a Member, is eligible to be a member of the Badminton Canterbury board, however this must be declared as a potential conflict of interest.

If an existing Board Member becomes or holds any position in (a) above then upon appointment to such a position, they are deemed to have vacated their office as a Board Member. If any of the circumstances listed in (b) above clause occur to an existing Board Member, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

6.6 **Term of office:** The term of office for all elected Board Members is two (2) years, expiring at the end of the relevant AGM. A Board Member may be re-elected or reappointed to the Board for a maximum of four consecutive terms of office. The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total term served. For clarity a board member may be re-elected for further terms after being off the board for a full term.

6.7 **Rotation:** At the time of adoption there is a rotation provision in place with board members, to ensure that at least two board members are retained at each AGM. Re-election of board members is not automatic; a board member must be re-elected in accordance with 6.3

6.8 **Board Member vacancy:** If a Casual Vacancy of an elected or appointed Board Member arises, the remaining Board Members may:

- (i) appoint a person of their choice to fill the Casual Vacancy until the expiry of the term of the person they replace or
- (ii) leave the Casual Vacancy unfilled until the next AGM, at which a person is elected to fill the remainder of the term of the person they replace

6.9 **Suspension of Board Member:** If any Board Member is or may be the subject of an allegation, notice or charge described in the sub-clause headed “**Disqualification**” or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set conditions as it requires pending the final determination of the allegation, notice, charge or

circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

**6.10 Removal of Board Member:**

- (a) The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:
  - (i) has seriously breached duties under this Constitution or the Act; or
  - (ii) the Officer has been absent from three Board meetings; or
  - (iii) the Officer has brought Badminton Canterbury into disrepute; or
  - (iv) the Officer has failed to disclose a conflict of interest; or
  - (v) the board passes a vote of no confidence in the Officer
  - (vi) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring Badminton Canterbury or badminton into disrepute or which may be prejudicial to the Purposes or the interests of Badminton Canterbury and/or badminton if they remain as a Board Member.
- (b) The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.
- (c) Before considering a motion for removal, the Board Member affected by the motion must be given:
  - (i) notice that a Board meeting is to be held to discuss the motion to remove the Board Member; and
  - (ii) adequate time to prepare a response; and
  - (iii) the opportunity prior to the Board meeting to make written submissions; and
  - (iv) the opportunity to be heard at the Board meeting.
- (d) such removal shall take effect on the date specified in the relevant resolution of the Board or Club

**6.11 Board Member ceasing to hold office:** A person ceases to be a Board Member if:

- (a) their term expires
- (b) the person resigns by delivering a signed notice of resignation to the Board
- (c) the person is removed from office under this Constitution
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act
- (e) the person becomes disqualified from being an officer under section 36B of the Charities Act 2005;

- (f) the person dies.

## 7. Board meetings

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- 7.1 **Calling meetings:** Board meetings may be called at any time by the Chair or by three Board Members, but generally the Board meets a minimum of four (4) times a year.
- 7.2 **Meeting procedure:** Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.
- 7.3 **Quorum:** The quorum for a Board meeting is three (3) Board Members. Any Board Member may be counted for the purposes of a quorum, participate in any Board meeting and vote on any proposed resolution at a meeting without being physically present. This may only occur at Board meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board meeting can hear each other effectively and simultaneously.
- 7.4 **Chair:** At its first meeting following an AGM, the Board must elect a Chair. The role of the Chair is to chair meetings of the Board. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.
- 7.5 **Voting:** Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and electronic votes are permitted. If there is an equality of votes, the Chair does not have a casting vote.
- 7.6 **Resolution in writing:** A resolution in writing signed or consented to by email or other electronic means by a majority of Board Members is valid as if it had been passed at a Board meeting. Any resolution may consist of several documents in the same form each signed by one or more Board Members.
- 7.7 The board shall keep its members informed by providing reports to member clubs on a regular basis. Board minutes are available to members on request

## 8. Officers' Duties

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This clause should be read in conjunction with the Board Charter. An Officer:

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

the position of the Officer and the nature of the responsibilities undertaken by them;

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

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

## 9. Interests

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- 9.1 **Register of interests:** The Board must keep a register of interest disclosures made by Officers.
- 9.2 **Duty to disclose interest:** An Officer who is Interested in a Matter relating to Badminton Canterbury must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the register of interests.
- 9.3 **Consequences of being interested:** A Board Member who is Interested in a Matter:
  - (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent
  - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent

- (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent
  - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.4 **Calling of SGM:** Despite clause 9.3, if 50% or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 9.5 **Notice of failure to comply:** The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

## 10. Patrons

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- 10.1 A person may be invited by the Board to be a Patron to show their support for Badminton Canterbury and to help establish or maintain public credibility of Badminton Canterbury. A Patron is entitled to attend and speak at General Meetings but has no right to vote. The patron will be confirmed at the AGM (refer clause 5.3 (g))

## 11. General Manager

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- 11.1 **Role of General Manager:** A Board may engage a General Manager. The General Manager is under the direction of the Board and is responsible for the day-to-day management of the affairs of Badminton Canterbury under this Constitution and the Bylaws and within any delegated authority from the Board.
- 11.2 **Board involvement:** The General Manager may attend Board meetings as and when required by the Board but has no voting rights.

## 12. Finances

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- 12.1 **Control and management of finances:** The funds and property of Badminton Canterbury are controlled, invested and disposed of by the Board, subject to this Constitution; and devoted solely to the promotion of the Purposes.
- 12.2 **Balance date:** Badminton Canterbury's balance date is 31 December or on the date as the Board decides.
- 12.3 **Review of financial statements:** Badminton Canterbury's financial statements must be prepared by an independent Chartered Accountant each year and the prepared financial statements must be submitted to the AGM. The Chartered Accountant will be appointed by the Board.
- 12.4 **No personal benefit:** The Officers and Members may not receive any distributions of profit or income from Badminton Canterbury. This does not prevent Officers or Members:

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

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

### 13. Indemnity and insurance

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- 13.1 Badminton Canterbury indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.
- 13.2 With the prior approval of its Board, Badminton Canterbury may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.
  - (a) Officers who vote in favour of authorising the insurance must sign a certificate stating that, in their opinion, the cost of effecting the insurance is fair to the organisation.
- 13.3 Badminton Canterbury is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:
  - (a) liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
  - (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

### 14. Amendments

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- 14.1 **Amendments:** This Constitution may only be amended or replaced by Special Resolution of Members at a General Meeting.
- 14.2 **No amendment:** No addition to, deletion from or alteration of this Constitution may be made which would allow personal pecuniary profits to any individuals.
- 14.3 **Minor effect or technical alteration:** If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, then the Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Board does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Board decides, then the Board may make that amendment. If it does receive an objection, then the Board may not make the amendment.

## 15. **Bylaws**

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

## 16. **Dispute resolution**

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- 16.1 **Values:** Everyone involved in play, active recreation and sport joins with good intentions, and we are all expected to do our best to treat each other with respect and comply with our policies and rules. Despite this, problems sometimes arise.

Children and young people in particular, must be cared for, treated with respect and their welfare placed at the centre of everything we do.

Badminton Canterbury knows everyone involved in the activity/sport is here because of a shared passion for badminton and care for the people involved. When people involved in activity/sport get into disagreements it can become a serious issue. Badminton Canterbury is committed to supporting everyone, including participants, coaches, volunteers, families and supporters to participate in an environment that is respectful, safe, and fair.

Badminton Canterbury acknowledges it is important to everyone involved to respond quickly, fairly and thoughtfully to address issues. People are entitled to raise concerns or complaints and to have them addressed promptly and fairly. No one should be punished or victimised for raising a concern or a complaint in good faith.

This policy is centered on equity, dignity, respect and maximising the potential of all people in badminton. The following principles should be kept in mind when applying it:

- Respect for the culture(s) of the people involved including having culturally appropriate processes to resolve complaints and restore relationships.
- Addressing problems informally and face to face, wherever possible.
- Treating others fairly, equally and in a way that keeps their mana intact.
- Maintaining relationships and keeping each other safe.

- 16.2 **Purpose:** This policy sets out the steps for raising and dealing with concerns and complaints. It aims to:

- Support people to resolve minor issues on their own
- Give clear guidance for making, dealing with and resolving complaints
- Make sure the approach taken to dealing with complaints is fair and consistent including enabling culturally appropriate responses and processes.

- 16.3 **Application:**

- (a) Disputes, Complaints and Appeals

- Dispute: A dispute arises where two members or stakeholders in badminton have a disagreement amongst themselves relating to their participation in badminton. A disagreement doesn't need to involve a rule breach.
- Complaint: A complaint situation is where a member has breached a rule – of Badminton NZ, Badminton Canterbury, or one of our clubs. Rules of these organisations vary, and can be found in policies, codes of conduct, tournament rules, employment agreements or constitutions.
- Appeal: An appeal may arise where a member disagrees with a decision made by a member organisation which affects them in a negative way.

(b) Who Can Make a Complaint?

- Complaints can be made by or about anyone involved in badminton in Canterbury.
- This includes: volunteers, participants, supporters, club members, employees, service providers, and families/whānau of participants. Complaints may also be about the board of Badminton Canterbury, or one of Badminton Canterbury's clubs or club committees.

(c) What Can Complaints Be About?

- Complaints may be made about things such as actions or decisions of organisation members or officials, processes not being managed well (or at all), disagreements between members, unprofessional or upsetting behaviour, or delays or failure to communicate about matters affecting a person.
- Complaints may involve:
  - Organisation management issues
  - Conflicts of interest (including favouritism)
  - Off-court unsporting behaviour
  - Disrespectful behaviour
  - Bullying (see below)
  - Sexual harassment (see below)
  - Discrimination
  - Abuse of power
  - Health and safety risks
  - Offensive/insulting language or behaviour.
- This complaints process does not apply to on court misconduct, in-play decisions, or selection or eligibility decisions.
- Complaints can be serious or low-level – they are all important to be addressed. The seriousness of the complaint will depend upon the nature of the rule which has been alleged to be breached and the harm or potential harm caused by the alleged breach.

- Serious complaints (e.g. unethical, dishonest or illegal behaviour, harassment (sexual, racial or otherwise) bullying, health and safety risks, unlawful discrimination, and offensive/insulting language or behaviour) may be breaches of other Badminton Canterbury policies, e.g. Disciplinary Procedure and Appeals Policy or similar. These will be assessed and may be dealt with under those other policies.
- If you are unsure whether the Complaints Policy and Process applies to your situation, or if your complaint is low-level or serious, the General Manager or Board Chair can provide guidance.
- Guidance and support can also be sought from the Sport and Recreation Complaints and Mediation Service (“SRCMS”). The SRCMS is an impartial organisation independent of Badminton Canterbury and will keep details of complaints confidential unless and until the complainant wishes otherwise.
- The SRCMS complements the complaints policies and processes of Badminton Canterbury and is a resource available free of charge to assist people to raise and resolve complaints.

**16.4 Informal Resolution First:** People are encouraged where possible to raise concerns directly with the person who has behaved in a way causing concern. This is particularly in the case of low-level complaints. It can be helpful to discuss the issue with a trusted friend or family member for another point of view and support before raising the concern directly with the person.

Self-managed informal resolution needs to be approached respectfully. The parties involved should have a chance to be heard and feel safe to be able to say what they want to say, keeping in mind the need to find ways to resolve issues and be able to work with one another in future. Any party may have a support person involved. A support person might assist, for example, in raising the complaint with the person initially or joining a conversation between the parties.

If self-managed informal resolution isn't successful or appropriate (for example, there are safety concerns, or the complainant wishes to remain anonymous), the issue should be raised to the appropriate level, either

1. Club committee member
2. A member of Badminton Canterbury staff
3. A member of the Badminton Canterbury Board

who will put in place an appropriate process to attempt to resolve or refer to the next level. Informal resolution can take many forms, including mediation, negotiation, informal arbitration, recommendation by a third party or facilitated discussion. The Sport and Recreation Complaints and Mediation Service can be used to resolve low-level complaints: [www.sportsmediationservice.org.nz](http://www.sportsmediationservice.org.nz)

**16.5 Formal Complaints Resolution –** Advice to those with a complaint. Formal complaints should be used where the nature of the complaint is serious, or it would be unsafe or inappropriate to raise or resolve the complaint through the low level complaints procedure.

(a) What do I need to do?

- Formal complaints should ideally be made in writing, as soon as possible after the event(s). If you can, please use Badminton Canterbury's Complaints Form. Where this is not possible, you can make a verbal complaint and Badminton Canterbury will assist you to put it in writing.

(b) Who do I make the complaint to?

- Formal complaints should be raised and resolved at the lowest level appropriate within the sport. However, any member may redirect the complaint to Badminton NZ, who will determine at their sole discretion at which level of the sport it should be addressed with.
- Complaints can be made directly to (in order):
  1. Club or school
  2. Regional association staff (i.e. Badminton Canterbury staff member)
  3. The Board of Badminton Canterbury
  4. Badminton New Zealand
- Badminton New Zealand will have their own complaints policy, which can be found on their website. This will direct any complaints that are made with them.
- It is noted here that this policy is freely available to every Badminton Canterbury affiliated club, and they are encouraged to adopt this policy as their own. However Badminton Canterbury cannot enforce this on any of its clubs, and they may prefer their own dispute resolution process.
- For guidance: if the complaint is about a club issue or a member of a club, the complaint should be first raised with the club President or member of committee. If the complaint is not able to be resolved at that level (for example due to a conflict of interest), it can be escalated to Badminton Canterbury. If it was unable to be resolved at that level, it can be further escalated to Badminton NZ.
- Special Note: if there is an immediate threat of harm, or the complaint is required to be reported, then it should immediately be reported to the Police and/or relevant agency. In such circumstances there will be no internal investigation of the complaint without the prior approval of the Police or relevant agency.

(c) How will I be treated? A person making a complaint to Badminton Canterbury can expect to be treated in line with the following principles:

- I. Fairness: Every person dealing with a complaint will remain neutral and listen to both sides of the story.
- II. Respect: Every person involved in a complaint will be treated and is expected to act towards others with respect, dignity and in a culturally appropriate way. Complaints will be raised and handled sensitively, with a goal to preserve relationships by acknowledging each other's role and contribution to the sport.

- III. **Communication:** Every person involved in a complaint will be regularly kept up to date on progress and the outcome.
- IV. **Confidentiality:** Information relating to a complaint will not be shared with any other person without consent, unless fair process or the law require the information to be shared with a person or an authority. This will be discussed with the person providing the information.
- V. **Restoration:** The goal is to resolve so far as possible the particular complaint to the satisfaction of all parties, restore people's mana and maintain positive relationships within the organisation and across the sporting and wider community. Any action arising from a complaint will be reasonable in proportion to the seriousness of the complaint.
- VI. **Acknowledgement:** Every person involved in a complaint will be asked to recognise the importance of acknowledging any fault or mistakes, any hurt this has done, and if appropriate, a genuine apology.
- VII. **Support:** Both the person making the complaint and person complained about should have access to support throughout a complaint process. Everyone involved in a process may be accompanied by chosen family/whānau and/or other support people. Any person may obtain independent legal advice or representation at any stage (at their own expense).

#### 16.6 **What is the Process for Resolving a Complaint?**

The person (or organisation) responsible for receiving the complaint must acknowledge receipt of the complaint as soon as it is received, ideally in writing. This shows the person making the complaint that it has been received, and is being taken seriously.

Initial contact should then be made with the complainant to discuss:

- Next steps,
- Support and any child welfare, wellbeing or safety concerns
- How they would like their complaint addressed
- The process they would prefer
- What outcome is being sought.

The person who receives the complaint will inform the complainant, that in order to investigate fairly for everyone involved, they will need to make the following disclosures and sharing of information with:

- Individuals within the organisation who are responsible for addressing the complaint; and
- The person or organisation complained about (and discuss a process for resolving)
- If the person complained about is aged under 18, their parent/guardian must also be notified
- Any potential external organisations that information may need to be shared with

Complaints will be raised with the person complained about in a way that preserves the dignity and mana of that person, their whānau and their wider community.

If the complainant is not willing to have their complaint or identity shared with the person complained about, Badminton Canterbury will advise that the complaint may not be capable of resolution to the complainant's satisfaction. In these circumstances, Badminton Canterbury will suggest referral of the complaint to the SRCMS to act as an intermediary.

If the complainant is under 18, Badminton Canterbury will generally encourage the complainant to notify their parent/guardian and have a parent/guardian involved in the complaint resolution process.

If the person complained of is under 18, their parent/ guardian must be notified and must be present at any discussion about the complaint

The organisation will, in light of the principles in Clause 16.1, determine a process that can accommodate the parties to the extent reasonably practicable.

Badminton Canterbury may seek guidance from the SRCMS - without breaching any confidences agreed with the complainant - on the most appropriate complaints resolution process in the circumstances.

**Badminton Canterbury will:**

- I. Identify and clearly communicate to the complainant what resolution process it proposes to use; and
- II. Talk with the complainant to seek their agreement to that process before it is put in place.
- III. Appoint an appropriate person to be the main point of contact to investigate and attempt to resolve the complaint. Their role is to make findings of fact, determine any rules broken, and provide recommendations. NOTE: The investigator will have no authority to impose sanctions or make any determination about the continuation of a person's employment, this authority lies solely with the Badminton Canterbury Board.
- IV. Consider if broader issues are involved, and seek any external guidance that may be appropriate (for example, consultation with Badminton NZ, or Sport Canterbury)

Possible resolution processes that Badminton Canterbury may put in place include:

- I. Consideration of the issues raised by the person or organisation complained of and provision of a written explanation for their or its actions
- II. Dialogue between the parties, facilitated by the organisation;
- III. Use of a decision-making process by Badminton Canterbury; (see next section)
- IV. Referral of the complaint to the SRCMS

Badminton Canterbury will generally use process (IV) where the person complained of refuses to engage and cannot be compelled to engage (for instance, because they are a supporter or volunteer with no formal links to the organisation).

## 16.7 Organisation Decision Making Process

The following steps or considerations will apply to any decision-making process used by Badminton Canterbury to resolve a complaint:

We will provide the complainant and the person or organisation complained of, in advance of the process, with an overview of the structure of the process, the identity of the decision maker(s) and expected timeframe.

We may ask the complainant and any other relevant people, including the person or organisation complained of, to give further information in a way that is comfortable to them.

The decision maker will usually meet separately with the person making the complaint and the person complained about. These meetings will be at a time and place and will be run according to a protocol/agenda that suits everyone, to the extent possible. People may be accompanied by chosen family/whānau and/or other support people.

Badminton Canterbury will try to schedule these meetings as soon as possible and ideally within four weeks of the complaint being received. Where it is not possible to meet face to face, the meeting can be held by phone or videocall if people agree and have access to technology.

Decisions should be made in a careful, reasoned way that is justified on the facts and is consistent with any rules that apply. The decision-maker will make their findings on the balance of probabilities.

The decision will be recorded in writing and state, in plain language,:

- The issue
- Any applicable policy or rule
- The process followed
- The decision (complaint upheld or not upheld)
- The facts and any evidence relied on, including any submissions or explanations by anyone involved
- The reason for the decision
- Any recommended penalty or outcome on any party

Where the decision-maker considers that the concerns raised by the complaint and/or the outcome of the decision affect or are likely to affect the interests of other parties, Badminton Canterbury will make best endeavours to obtain the views of such parties or a representative sample of them so that the full context of the issue can be considered.

Badminton Canterbury will promptly provide a copy of the decision to the person or organisation complained of and the complainant, and outline any appeal process. The outcome should be discussed so that the parties understand the decision, why it was made, and what will happen next.

## **16.8 Consequences of Decisions**

Where any complaints involve employees, should any decision relate to their employment, Badminton Canterbury will treat them in accordance with their employment contracts and employment law.

Badminton Canterbury will treat contractors (who are not employees) fairly, reasonably, and consistent with the terms of their contract. Badminton Canterbury will treat volunteers

fairly, reasonably and respectfully in making any decisions about their future conduct or participation in the sport or activity.

The people affected by the decision (the complainant, the person or people complained about, family/whānau and wider community) may have strong feelings about the outcome and the impact on their reputation, rights or mana.

Badminton Canterbury will hold a discussion about what steps can be reasonably be taken to restore relationships and mana of everyone involved. It will explore the need to provide support, especially if there are any concerns about health, wellbeing or safety.

All matters relating to a complaint will be recorded in writing and placed on a confidential complaint file including the formal complaint itself, any response to the complaint, notes of any meetings or conversations, relevant documents, board minutes, the decision and any outcome.

### **16.9 Notifying Other Parties**

Badminton Canterbury will share the details of complaints with other parties involved in badminton and agencies (e.g. NZ Police or Oranga Tamariki) in accordance with it's Child Protection and Privacy policies and the Privacy Act, and after discussion with you. This applies to complaints both before and after they have been resolved.

### **16.10 What is the Process for Resolving a Complaint Made Directly to the SRCMS?**

A complaint made directly to the SRCMS will be triaged by the SRCMS team to identify the most realistic dispute resolution pathway. Its team works impartially with all parties to seek resolution of the matter, so you can expect to receive a call or email from SRCMS to discuss complaint resolution steps.

Where Badminton Canterbury is contacted by SRCMS to advise about a complaint, we will work constructively with the SRCMS to resolve the complaint quickly and effectively.

In the event that the SRCMS suggests an independent investigation, we will consider that suggestion in accordance with the principles of this policy. If we agree to an investigation, we will engage constructively and promptly to provide relevant information, subject to the Privacy Act.

### **16.11 National Organisation Complaints Process**

Badminton's national organisation is Badminton New Zealand. Where a formal complaint is made or referred to them, their own complaints resolution process will apply.

Badminton New Zealand will determine where the complaint should be directed, what culturally appropriate process should be followed, and who the decision maker should be. Options might include an informal process, investigation, facilitation or mediation, or a disciplinary process.

### **16.12 What other Policies Might Apply?**

The Badminton Canterbury Informal Decision Making Guidelines can assist in resolving issues.

If the complaint involves the safety of children in any way, the Badminton Canterbury Child Protection Policy must be followed.

If there is an immediate threat of harm, or the complaint is a mandatory reporting situation, the complaint should be reported to the Police and/or relevant agency.

## 17. Liquidation and removal

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

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

The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

17.2 **Special resolution:** Any resolution for a motion set out in clauses 17.1(a) to (c) must be passed by a Special Resolution of Members.

17.3 **Surplus assets:** The surplus assets of Badminton Canterbury, after the payment of all costs, debts and liabilities, must be disposed of to The Jeff and Heather Robson Memorial Badminton Trust, for the purposes of furthering badminton in Canterbury.

## 18. Matters not provided for

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

## 19. Transition

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19.1 **Transition:** This clause 19 applies to facilitate transition of Badminton Canterbury from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.

19.2 **Power of Board during transition period:** Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for fifteen months and is solely to enable flexibility in the transition of Badminton Canterbury from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

19.3 **Transition of Board Members:**

- (a) Board members under the previous constitution continue under their existing terms of engagement. This will provide for rotation and continuity.

- (b) There was no previous clause for maximum terms, therefore the number of terms served under the previous rule/constitution will not count towards any maximum number of terms in this constitution.