



BASKETBALL **New Zealand**

Basketball New Zealand Incorporated

Incorporated Society No. 217386

Constitution

Basketball New Zealand Incorporated Constitution

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Basketball New Zealand Incorporated

Constitution

1. Definitions and interpretation

Definitions

- 1.1 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.

Affiliated Association means an incorporated society having responsibility for the administration, promotion and development of basketball in a particular geographic region of New Zealand/Aotearoa which is a Member and has the responsibilities set out at clause 4.10.

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

Anti-Doping Violation means an anti-doping violation as defined in the World Anti-Doping Code or any other rules made pursuant to the Code, including the Sports Anti-Doping Rules issued by the Integrity Sport and Recreation Commission.

Application means an application for membership as set out in clause 4.1.

Appointed Board Member means a person appointed as a Board Member in accordance with this Constitution.

Appointment Panel has the meaning given to it in clause 6.4.

Appointed Personnel means Officers and other individuals who are appointed to positions of responsibility by BBNZ including, but not limited to, officials, coaches and managers.

Associate Member means an organisation that participates in the education or sporting sector and is recognised by the Board as having administrative competence, financial stability and its admission as an Associate Member will contribute to the achievement of the Purposes.

BBNZ means Basketball New Zealand Incorporated.

Board means BBNZ's governing body.

Board Meeting means a meeting of the Board.

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

Bylaws means any bylaws, policies, regulations and codes of conduct of BBNZ made under clause 16.1.

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

Chair means the Board Member appointed as Chair of BBNZ under this Constitution.

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

Club means a club that is a member of, and within the geographic region of, an Affiliated Association.

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

Contact Details means: (i) a physical or an electronic address; and (ii) a telephone number.

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

Delegate means a person who is appointed to represent an Affiliated Association as described in clause 5.13(a).

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.

Elected Board Member means a person elected as a Board Member in accordance with this Constitution.

FIBA means the Fédération Internationale de Basketball which is the international organisation governing basketball throughout the world and is recognised as such by the International Olympic Committee.

General Meeting means an AGM or SGM of BBNZ.

Incorporated Society means a not-for-profit legal entity registered under the Act.

Individual Member means an individual that meets the requirement for individual membership.

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

Large Association Status means an Affiliated Association that has been accorded such status by BBNZ.

Life Member has the meaning specified in clause 4.14.

Matter means:

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

Member means each person who for the time being is a member of BBNZ and includes all categories of members of BBNZ described in clause 4.6.

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

Membership Levies means the levies or fees payable to BBNZ by any Member.

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

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

Patron means a person who has agreed to be associated with BBNZ as a patron to show their support for BBNZ and to help establish or maintain public credibility of BBNZ.

Purposes means the purposes of BBNZ described in clause 3.1.

Service Level Agreement means the standard form written agreement between an Affiliated Association and BBNZ setting out (for the time being) the agreed deliverables of BBNZ and the Affiliated Association and the resources to be provided by each organisation for achieving those deliverables.

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

Small Association Status means an Affiliated Association that has been accorded such status by BBNZ.

Special Resolution means a resolution passed by a 60% majority of votes cast.

Working Day has the meaning given to that term under the Legislation Act 2019 and excludes Saturday or Sunday, a national New Zealand public holiday and any day observed as the anniversary day in Wellington.

Interpretation

1.2 Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.
- (g) Where this Constitution or any Bylaw of BBNZ is inconsistent with a rule, regulation, bylaw or directive of FIBA the rule, regulation, bylaw or directive of FIBA prevails to the extent of the inconsistency, unless otherwise required by law.

Notices

1.3 Subject to any other notice provision in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member to the address set out in their Contact Details;
- (b) BBNZ to bbnz@nz.basketball or by post to BBNZ's registered office set out on the Register of Incorporated Societies.

1.4 A notice is deemed to have been received:

- (a) if given by post, when left at the address of a person or five Working 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 Basketball New Zealand Incorporated**

Name

2.1 The name of the society is Basketball New Zealand Incorporated (**BBNZ**).

Status

2.2 BBNZ is the governing body in New Zealand/Aotearoa for basketball.

FIBA Member Federation

2.3 BBNZ is the national member federation of FIBA for New Zealand. As such BBNZ must observe the General Statutes, Internal Regulations, the Official Basketball Rules, and other rules, regulations and decisions of FIBA.

FIBA Zone

2.4 BBNZ is a member of the zone to which it is assigned by the FIBA Central Board, which is currently FIBA Oceania. BBNZ must enforce decisions of FIBA Oceania provided these do not conflict with the General Statutes, Internal Regulations, other rules and regulations, and decisions of FIBA.

Registered office

2.5 The registered office of BBNZ is at the place in New Zealand/Aotearoa as the Board decides.

Contact person

2.6 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 that person's Contact Details.

3. Purpose and powers

Purpose

3.1 The purposes of BBNZ are to:

- (a) be the national body in New Zealand/Aotearoa to promote, develop, foster and administer basketball, mainly as an amateur sport for the health, well-being, benefit and recreation of the general public in New Zealand/Aotearoa;
- (b) support and assist its Members to deliver basketball throughout New Zealand/Aotearoa;
- (c) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance in basketball in BBNZ's activities;
- (d) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation, including governance of BBNZ and participation in basketball;
- (e) promote, develop and co-ordinate national basketball competitions;
- (f) publish and enforce the rules of basketball;
- (g) protect the integrity of basketball and BBNZ by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- (h) apply for and maintain membership of, and co-operate with, FIBA and any other international basketball association or organisation;
- (i) protect the recognition by FIBA of BBNZ as the only national basketball administration in New Zealand/Aotearoa;
- (j) promote the national representative teams of BBNZ;
- (k) field representative teams in FIBA, Olympic, Oceania and invitational competitions;
- (l) do all such other things as BBNZ, in its absolute discretion, considers necessary or desirable to promote the interest of basketball and to attain the strategic purposes and aims of BBNZ.

Tikanga

3.2 The tikanga, kawa and culture of BBNZ is as follows:

We believe in and live by our values of Mana (Respect), Tika (Integrity), Hono (Connected). These values underpin how we treat each other, the way we work and the environment we work in, and this Constitution is to be interpreted having regard to that tikanga, kawa and culture.

Capacity and powers

3.3 BBNZ has, both within and outside New Zealand/Aotearoa, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

4. **Members**

Member application

- 4.1 An application to become a Member (**Application**) must be in the form required by BBNZ. All Applications are decided by the BBNZ Board which may accept or decline an application in its absolute discretion.
- 4.2 An entity becomes a Member when their Application has been accepted and they have paid the required Membership Levies and satisfied any other preconditions.
- 4.3 An existing non-individual Member continues to be a Member so long as it pays the required Membership Levies by the due date and satisfies all other requirements for maintaining its membership as determined by the Board.
- 4.4 Provided the eligibility requirements set out in clause 4.16 are met, an individual becomes a Member when they have signed up on the national registration platform (either through an Affiliated Association or directly), paid the required Membership Levies (if any) or other fees due to their relevant Affiliated Association and satisfied any other preconditions.

Member consent

- 4.5 A person or entity consents to become a Member by completing an Application using the process prescribed by the Board and paying any Membership Levies or other fees due to their relevant Affiliated Association or in any way otherwise specified in this Constitution.

Member categories

- 4.6 The Members of BBNZ are:
 - (a) Affiliated Associations;
 - (b) Associate Members;
 - (c) Clubs;
 - (d) Life Members;
 - (e) Individual Members; and
 - (f) Appointed Personnel.
- 4.7 BBNZ may determine the membership category of an applicant. BBNZ may decide to recategorise an Affiliated Association that has been granted Small Association Status to be a Club at its sole discretion (acting reasonably).

Members

Affiliated Associations

- 4.8 The geographic boundaries of each Affiliated Association are determined, and may be amended, by the Board.
- 4.9 BBNZ has the power to determine (from time to time) whether an Affiliated Association is granted Large Association Status or Small Association Status.

4.10 In addition to its obligations as a Member under clause 4.24, each Affiliated Association that is a Member must:

- (a) administer, promote, and develop basketball in its geographic region in accordance with the Purposes, this Constitution and any Bylaws;
- (b) be, and remain, registered as an incorporated society under the Incorporated Societies Act 1908 or the Act;
- (c) have, as its members, any persons or entities it considers appropriate;
- (d) ensure its constitution is not inconsistent with this Constitution and provide BBNZ with a copy of its constitution and all proposed amendments to it. The Board may require an Affiliated Association to amend its constitution if it, or any proposed amendment, is inconsistent or in conflict with, this Constitution or any Bylaws;
- (e) have in its constitution clauses stating that:
 - (i) it is a condition of membership of the Affiliated Association that its own members (including any Clubs and individuals) are also Members of BBNZ;
 - (ii) it is a condition of individual membership of the Affiliated Association that a person is an Individual Member of BBNZ to be eligible for selection to, or to play for, a BBNZ representative team or an Affiliated Association representative team (which participates in a BBNZ controlled competition or event);
 - (iii) the members of the Affiliated Association that are Clubs are required to have a constitution that is not inconsistent with this Constitution or the relevant Affiliated Association's constitution;
 - (iv) the members of the Affiliated Association that are not individuals are required to maintain a register of their own members and provide the Affiliated Association and BBNZ with full access to that register;
- (f) maintain an up to date register of members and, on request, provide BBNZ with full access to that register;
- (g) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including governance of the Affiliated Association and participation in basketball;
- (h) enter into and ensure that they are a party to a Service Level Agreement with BBNZ when required by BBNZ, and, if they do not, or the Affiliated Association is in material breach of the Service Level Agreement (as determined by BBNZ), the Board may terminate their membership unless BBNZ has determined that all Affiliated Associations are no longer required to enter into Service Level Agreements;
- (i) substantially comply with the requirements of the Service Level Agreement with BBNZ;
- (j) act in good faith toward BBNZ to ensure the maintenance and enhancement of BBNZ and basketball, and its reputation, and to do so for the collective and mutual benefit of the Members and basketball.

Associate Member

- 4.11 An Associate Member has no right to vote at a General Meeting.

Clubs

- 4.12 In addition to its obligations as a Member under clause 4.24, each Club that is a Member must:
- (a) administer, promote, and develop basketball in the Club in accordance with the Purposes, this Constitution and any Bylaws;
 - (b) have, as its members, Individual Members, and other members it considers appropriate;
 - (c) ensure its constitution is not inconsistent with this Constitution and provide BBNZ with a copy of its constitution and all proposed amendments to it. The Board may require a Club to amend its constitution if it, or any proposed amendment, is inconsistent or in conflict with, this Constitution, any Bylaws or the constitution of its Affiliated Association;
 - (d) have in its constitution clauses stating that it is a condition of membership of the Club that its own individual members are also members of BBNZ;
 - (e) maintain an updated register of members and, on request, provide BBNZ with full access to that register;
 - (f) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in basketball;
 - (g) act in good faith toward BBNZ to ensure the maintenance and enhancement of BBNZ and basketball, and its reputation, and to do so for the collective and mutual benefit of the Members and basketball.
- 4.13 A Club has no right to vote at a General Meeting.

Life Members

- 4.14 Life Membership may be granted in recognition and appreciation of outstanding service by an individual to BBNZ. 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 be elected as a Life Member by an Ordinary Resolution at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership.
- 4.15 Life Members have such rights and benefits as determined by the Board and are entitled to 1 vote at General Meetings.

Individual Members

- 4.16 Unless prior approved by the Board in exceptional circumstances, no individual may be admitted, or remain, as an Individual Member of a BBNZ, if the individual:
- (a) has been found by a relevant authority to have committed an Anti-Doping Violation, unless the period of ineligibility imposed has been served or the sanction imposed has been fulfilled;

- (b) has been found by FIBA, BBNZ, any Affiliated Association or any Club, to have breached any applicable Bylaw, unless the period of ineligibility imposed has been served or the sanction imposed has been fulfilled; or
 - (c) has not satisfied any other eligibility requirements specified in the Bylaws.
- 4.17 The duration of membership for an Individual Member is for the period specified by BBNZ.
- 4.18 To continue as a Member, each Individual Member may renew their membership in the manner and by the date specified by BBNZ. If membership lapses, a new application for membership of BBNZ is required in accordance with clause 4.1.
- 4.19 An Individual Member has no right to vote at a General Meeting. An Individual Member may only vote at a General Meeting if appointed as, and voting in their capacity as, a Delegate of an Affiliated Association or if they are a Life Member.
- 4.20 A person must be an Individual Member of BBNZ to be eligible for selection to, or to play for, a BBNZ representative team or an Affiliated Association representative team (which participates in a BBNZ controlled competition or event).

Appointed Personnel

- 4.21 Any individual who is an Officer or person elected or appointed to a position by BBNZ must become a Member of BBNZ by completing the prescribed Application using the process prescribed by the Board. Failure to do so will render them ineligible to be elected or appointed to, or remain in, that position.
- 4.22 An Appointed Personnel will remain a Member until the expiry or termination of their election or appointment.
- 4.23 An Appointed Personnel has no right to vote at a General Meeting.

Member rights and obligations

- 4.24 Members acknowledge and agree that:
- (a) they are bound by, and will comply with, this Constitution, the Bylaws, and to the extent they apply, the rules, procedures or policies of FIBA;
 - (b) they are subject to the jurisdiction of BBNZ;
 - (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, including payment of any Membership Levies or other fees within the required time period;
 - (e) they do not have any rights of ownership of, or the automatic right to use, the property of BBNZ; and
 - (f) they will promote the interests and Purposes of BBNZ and must not do anything to bring BBNZ into disrepute.

Suspension of membership

- 4.25 If an Affiliated Association is in material breach of its obligations under clause 4.10 or 4.24, and the Board believes it is in the best interests of the administration, promotion, and/or development of basketball in the Affiliated Association's geographic region or New Zealand/Aotearoa to do so, the Board may suspend the Affiliated Association's membership and/or assume operational control via a commissioner or limited statutory manager until such time that the Board is satisfied that the Affiliated Association is no longer in material breach of its obligations under clause 4.10 or 4.24 or that it is in compliance with its obligations under this Constitution or any Bylaws. Before imposing any such suspension or assuming operational control, the Affiliated Association must be given 30 days' notice of the relevant breach or breaches that BBNZ considers justify the proposed suspension or assumption of operational control.
- 4.26 Unless otherwise determined by the Board, while an Affiliated Association is suspended it is:
- (a) not entitled to appoint Delegates to attend, speak or vote at a General Meeting; and
 - (b) not entitled to any other rights or entitlements as a Member,
- until such time that the Board is satisfied that the Affiliated Association is no longer in breach under clause 4.10 or 4.24 or that it is in substantial compliance with its obligations under this Constitution or any Bylaws.
- 4.27 If a Member (other than an Affiliated Association) is or may be in breach under clause 4.24, the Board may suspend the Member until such time that the Board is satisfied that the Member is no longer in breach of clause 4.24 or that the Member is substantially complying with their or its obligations under this Constitution or any Bylaws. Before imposing any such suspension, the Member must be given 30 days' notice of the relevant breach or breaches that BBNZ considers justify the proposed suspension.
- 4.28 Unless otherwise determined by the Board, while a Member (other than an Affiliated Association) is suspended they are:
- (a) not entitled to continue to hold office in any position within BBNZ;
 - (b) not entitled to any rights or entitlements to which the Member would otherwise be entitled from the Member's Affiliated Association; and
 - (c) not entitled to any other rights or entitlements as a Member,
- until such time that the Board is satisfied that the Member is no longer in breach under clause 4.24 or that it is in substantial compliance with its obligations under this Constitution or any Bylaws.

Ceasing to be a Member

- 4.29 A Member ceases to be a Member:
- (a) if an individual, on death;
 - (b) if a body corporate, on liquidation;
 - (c) by giving notice to BBNZ of their resignation;

- (d) if their membership expires under clause 4.17;
- (e) if their membership is terminated due to a default in payment under clause 4.34;
- (f) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution or the Bylaws.

4.30 A Member who ceases to be a Member:

- (a) remains responsible to pay all their outstanding membership and other fees to BBNZ;
- (b) must return all property of BBNZ if required;
- (c) ceases to be entitled to any rights of a Member but continues to be bound by the obligations of a Member under this Constitution if required by the Board.

Membership Levies

- 4.31 Each year the Board will propose any changes to the category and quantum of Membership Levies payable by Members for the following financial year.
- 4.32 The Membership Levies proposed by the Board will be recommended to the AGM and voted on by the Members in accordance with clause 5.3(d).
- 4.33 Upon approval by Ordinary Resolution of Members at the AGM the Membership Levies will be payable by each Member to BBNZ in the manner prescribed by BBNZ, and on the dates determined by BBNZ in the financial year to which the Membership levies relate.
- 4.34 If a Member has not paid their Membership Levies or any other payments due to BBNZ by the due date, it will be in default and it:
 - (a) is not entitled to any of its rights or entitlements as a Member;
 - (b) continues to be bound by in this Constitution and the Bylaws including all of its obligations;
 - (c) automatically has its membership terminated, provided that before such termination occurs BBNZ will give the Member written notice specifying the payment(s) due and demanding payment by a due date, being at least 14 days from the date of the demand.

Member Register

- 4.35 The Board will ensure an up-to-date Member Register is kept and the register must include:
 - (a) each Member's name;
 - (b) each Member's Contact Details;
 - (c) the date each person became a Member.
- 4.36 A Member must provide notice to BBNZ 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 required to be recorded in the Member Register.

- 4.37 The Board will keep a record of the name of each person who has ceased to be a Member of BBNZ within the previous 7 years and the date on which they ceased to be a Member.

5. General Meetings

AGM

- 5.1 BBNZ must hold an AGM once a year at the time, date and place as the Board decides, but not more than 6 months after the balance date of BBNZ and not more than 15 months after the previous AGM.
- 5.2 The Members must be given at least 25 Working Days' notice of the AGM. Notice to Members of an AGM may be given by posting on BBNZ's website and by sending an email to the address held by BBNZ for Association Chairs and General Managers.

Business of AGM

- 5.3 The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM;
 - (b) roll call;
 - (c) 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) the auditor's report to Members on the financial statements audited by a qualified auditor;
 - (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);
 - (d) consideration of the recommendation of the Board for the category and quantum of Membership Levies payable for the following financial year;
 - (e) the election of any Elected Board Members;
 - (f) the announcement of any Appointed Board Members;
 - (g) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (h) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4 Members must give notice of any proposed motions and other items of business to the BBNZ at least 15 Working Days before the date of the AGM.
- 5.5 Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 10 Working Days before the date of the

AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree to discuss any other items.

SGM

- 5.6 The Board must call a SGM if it receives a written request stating the purpose of the SGM from:
- (a) the Board itself; or
 - (b) by a minimum of 50% of Members.
- 5.7 Members must be given at least 20 Working Days' notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members.
- 5.8 A SGM may only consider and deal with the business specified in the request for the SGM.

Quorum

- 5.9 No business is to be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to start. The quorum for a General Meeting is 50% of the Members who are entitled to vote, including Members present by casting votes by electronic means or by proxy. The quorum must always be present during the General Meeting.
- 5.10 If a quorum is not reached within 30 minutes of the scheduled start time of an AGM, the AGM is adjourned to a day, time and place determined by the chair of the AGM. If no quorum is achieved at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the scheduled start time of that further AGM are deemed to constitute a valid quorum.
- 5.11 If a quorum is not reached within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

Control of General Meetings

- 5.12 The Chair of BBNZ chairs General Meetings. If the Chair is unavailable, another member of the Board (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.

Attendance and voting

- 5.13 The following persons are eligible to attend and speak at General Meetings:
- (a) up to 2 Delegates representing each Affiliated Association;
 - (b) Life Members;
 - (c) Officers;
 - (d) Patron;
 - (e) any other persons invited by the Board.

- 5.14 Any Member is entitled to attend a General Meeting as an observer at their cost. Such Members are entitled to speak at General Meetings with the prior agreement of the chair of the General Meeting but have no right to vote.
- 5.15 The voting entitlement for each Member eligible to vote is as follows:
- (a) **Affiliated Associations:** Subject to clause 5.16, at General Meetings, Affiliated Associations who have at least one Delegate present (in person, online or by appointing a Proxy) shall be entitled to the number of votes as set out in **Appendix A** which will be reviewed in 2027, and then every 5 years following that;
 - (b) **Life Members:** Every Life Member is entitled to 1 vote.
- 5.16 Notwithstanding anything else contained in this Constitution an Affiliated Association which is not registered as an incorporated society at the beginning of a General Meeting is not entitled to vote at that General Meeting.

Method of voting

- 5.17 Voting is to be conducted by voices, show of hands, voting cards or electronic means as determined by the chair of the meeting. At least two scrutineers must be appointed at the General Meeting to count the votes.
- 5.18 Elections of the Elected Board Members at an AGM must be undertaken by secret ballot. At least two scrutineers must be appointed at the General Meeting to count the votes.
- 5.19 An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.20 Proxy voting is permitted. Where a Member appoints a proxy, notice of the proxy signed by the Member must be received by BBNZ prior to the start of the General Meeting. Proxy voting forms will be provided by members to complete and return by a due date set by the Board prior to the General Meeting.

Minutes

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

Omissions and irregularities

- 5.22 The General Meeting and its business will not be invalidated simply because one or more Members do not receive notice of the General Meeting.
- 5.23 The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and relevant papers of the General Meeting or the omission to give notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the General Meeting if:
- (a) the chair of the General Meeting in their discretion determines that it is still appropriate for the General Meeting to proceed despite the irregularity, error, or omission; and
 - (b) a motion to proceed is put to the General Meeting and a majority of 60% of votes cast is obtained in favour of the motion to proceed.

Resolution passed in lieu of meeting

- 5.24 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.

6. Board

Functions and powers

- 6.1 Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution:
- (a) the Board must manage, direct or supervise the operation and affairs of BBNZ; and
 - (b) the Board has all the powers necessary for managing, and for directing and supervising the management of the operation and affairs of BBNZ.

Composition

- 6.2 The Board consists of:
- (a) up to 4 persons elected at the AGM under clause 6.3 (**Elected Board Members**); and
 - (b) up to 4 persons appointed under clause 6.3 (**Appointed Board Members**),

It is a current Sport New Zealand Ihi Aotearoa requirement that the Board must have a minimum of 40% self-identified women on the Board.

Election and appointment of Board Members

- 6.3 Board Members are appointed and elected as follows:
- (a) The Appointment Panel must call for applications for any Board Member positions that are to be vacated by a date set by the Board and if no date is set, at least 90 days before the AGM.
 - (b) Applications are made in the form decided by the Appointment Panel (indicating if they seek to be Appointed Board Members or Elected Board Members or either) and must be received by the Appointment Panel by the date set by the Board and if no date is set, at least 60 days before the AGM.
 - (c) The Appointment Panel must undertake its responsibilities as set out in clause 6.9.
 - (d) At least 30 days before the AGM, the Appointment Panel:
 - (i) must notify the Board of the Appointed Board Member(s) who are to assume office; and
 - (ii) may notify the Board of any recommended applicants whom it considers would best suit the vacant positions of Elected Board Members for consideration at the AGM.

- (e) In turn, the Board must, at least 10 Working Days before the AGM, notify the Members of:
 - (i) the Appointment Panel's decision regarding any Appointed Board Members it has appointed;
 - (ii) recommendations (if any) of applicants that the Appointment Panel considers would best suit the vacant positions of Elected Board Members; and
 - (iii) the names of any other applicants for the vacant positions of Elected Board Members.
- (f) Elections of the Elected Board Members at the AGM will take place as follows:
 - (i) if there is more than one nominee for any vacant positions of Elected Board Members, the election is by secret ballot in accordance with clause 5.18;
 - (ii) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
 - (iii) 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;
 - (iv) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

Appointment Panel

- 6.4 There will be a Board Appointment Panel (**Appointment Panel**) comprising of the following people (each a **Panel Member**):
 - (a) the Chair, or if the Chair is not eligible or willing to serve on the Appointment Panel or is seeking reappointment or re-election to the Board, then another Board Member who is eligible to serve on the Appointment Panel and is not seeking reappointment or re-election to the Board as determined by the Board;
 - (b) a nominee who is independent of BBNZ and is experienced in governance and the functions and appointment process of board members in New Zealand/Aotearoa, as determined by the Board;
 - (c) a nominee who is independent of the Board and has an interest and understanding of basketball in New Zealand/Aotearoa, as determined by the Board,

and the Appointment Panel must be diverse and inclusive and as a minimum must always have diversity of gender among its people.
- 6.5 A person will not be eligible to be a Panel Member or remain as a Panel Member if any of the circumstances listed in clause 6.20 apply to that person.
- 6.6 If the Board as a whole has been removed, resigns en masse, or does not have a quorum and is unable to appoint the Appointment Panel, it will be appointed by Sport New Zealand Ihi Aotearoa.
- 6.7 The convenor of the Appointment Panel is the person referred to in clause 6.4(a).
- 6.8 Panel Members remain in office for the period necessary to fulfil their responsibilities in relation to each vacancy of a Board Member for which the Appointment Panel was

established. A person is not eligible to serve on the Appointment Panel following the fifth anniversary of their first appointment to the Appointment Panel.

- 6.9 The Appointment Panel is independent of the Board and is responsible for:
- (a) advertising, identifying and inviting suitable candidates to apply for appointment as an Appointed Board Member;
 - (b) receiving and assessing applications from candidates for appointment as Appointed Board Members, including undertaking such enquiries and holding interviews and meetings as it sees fit;
 - (c) deciding the candidates to be appointed as Appointed Board Members;
 - (d) receiving and assessing applications from candidates for election as Elected Board Members at an AGM, including undertaking such enquiries and holding interviews and meetings as it sees fit;
 - (e) providing recommendations (if any, in its discretion) to the Members at, or prior to, an AGM at which any vacancy in the positions of Elected Board Member arises, the applicant(s) whom the Appointment Panel considers would best suit the positions.
- 6.10 In determining the Appointed Board Members, and recommending persons to be Elected Board Members, the Appointment Panel will do so based on merit and will consider the following factors about the candidate and the Board as a whole:
- (a) prior experience as a director, trustee, officer or experience in any other governance role;
 - (b) knowledge of, and experience in basketball organisations generally;
 - (c) understanding of the legal, regulatory, fiduciary and ethical obligations of Board Members;
 - (d) the desire for conflicts of interest on the Board to be minimised;
 - (e) the desire for a wide range of knowledge, skills, and experience on the Board; and
 - (f) the desire for diversity and inclusion on the Board.
- 6.11 No Panel Member may seek to become a Board Member while a Panel Member.
- 6.12 Unless otherwise set out in this Constitution, the Appointment Panel may decide its own process.
- 6.13 The quorum for a meeting of the Appointment Panel is 3 Panel Members.
- 6.14 Any decision of the Appointment Panel regarding the appointment of Appointed Board Members and the persons to be recommended as Elected Board Members (if any) must be unanimous.
- 6.15 All information received by the Appointment Panel and its discussions must be kept confidential except to the extent required by law. Panel Members must notify the convenor of any potential conflict of interest in considering any candidate. If the convenor considers it appropriate to do so, they may require that Panel Member to vacate their position. If the convenor considers they may have a potential conflict of

interest, they must notify the other Panel Members and the Board. If the Board considers it appropriate to do so, it may require that convenor to vacate their position.

- 6.16 The Board may remove any Panel Member if the Board considers, in its sole discretion, that:
- (a) the Panel Member has a conflict of interest which has not been satisfactorily resolved to the satisfaction of the Board; or
 - (b) there are circumstances which may give rise to a question of actual or apparent bias in the Appointment Panel's composition and/or process.
- 6.17 Before removing any Panel Member, the Board must:
- (a) notify that Panel Member of its proposal to remove them;
 - (b) give that Panel Member and the other Panel Members the opportunity to make submissions on the proposed removal and the opportunity to be heard.
- 6.18 Any vacancy in the Appointment Panel will be replaced by the person or organisation that appointed the Panel Member for which the vacancy arises.

Qualification

- 6.19 Every Board Member must, in writing:
- (a) consent to be a Board Member; and
 - (b) certify that they are not disqualified from being elected, appointed or holding office as a Board Member by this Constitution or under section 47 of the Act.

Disqualification

- 6.20 The following persons are disqualified from being elected, appointed or holding office as a Board Member, or in the case of clause 6.5, from being or remaining as a Panel Member:
- (a) A person who is an employee of, or contractor to, BBNZ.
 - (b) A person who holds office with an Affiliated Association or a Club, unless as a condition of becoming a Board Member they resign from office with the Affiliated Association or Club.
 - (c) A person who is disqualified from being elected, appointed or holding office as a Board Member under section 47 of Act.
 - (d) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.
- 6.21 If an existing Board Member becomes or holds any position in clauses 6.20(a) or (b) then upon appointment to such a position, that Board Member is deemed to have vacated their office as a Board Member.
- 6.22 If any of the circumstances listed in clause 6.20(c) occur to an existing Board Member, that Board Member is deemed to have vacated their office upon the relevant authority making an order or finding against the Board Member of any of those circumstances.

Term of office

- 6.23 The term of office for all Board Members is 3 years, commencing at the conclusion of the AGM at which they are appointed or elected, or if due to a Casual Vacancy, then the date specified, and expiring at the conclusion of the relevant AGM. A Board Member may be elected or appointed to the Board for a maximum of 3 consecutive terms of office.
- 6.24 The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total terms served.

Rotation

- 6.25 Prior to each AGM, the Board will advise the Appointment Panel and the CEO of the schedule of rotation and the vacancies arising in Board Member positions at the AGM. If 4 or more Board Members vacate office at the conclusion of the same AGM, the Board shall decide, at the first Board meeting following the AGM a schedule of rotation to ensure that at least one Elected Board Member and one Appointed Board Member vacate their office at successive AGMs. The Members will be given notice of the vacancies that will arise in Elected Board Member positions prior to the AGM in accordance with clause 5.5.

Vacancies

- 6.26 If there is a Casual Vacancy on the Board of an Appointed Board Member and:
- (a) the Casual Vacancy arose 6 months or more after the last AGM, the remaining Board Members may:
 - (i) refer the appointment to the Appointment Panel to fill under clause 6.3 with such modifications as to timing and process as it considers appropriate to fill the Casual Vacancy as soon as reasonably practicable;
 - (ii) appoint a person of their choice to fill the Casual Vacancy; or
 - (iii) leave the Casual Vacancy unfilled until the next AGM;
 - (b) the Casual Vacancy arose less than 6 months after the last AGM, the remaining Board Members must refer the appointment to the Appointment Panel to fill under clause 6.3 with such modifications as to timing and process as it considers appropriate to fill the Casual Vacancy as soon as reasonably practicable
- 6.27 A person appointed to fill a Casual Vacancy of an Appointed Board Member continues until the expiry of the term of the person they replace.
- 6.28 If there is a Casual Vacancy on the Board of an Elected Board Member, the remaining Board Members may:
- (a) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected under clause 6.3 to fill the remainder of the term of the Casual Vacancy;
 - (b) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected under clause 6.3 to fill the remainder of the term of the Casual Vacancy.

Suspension of Board Member

- 6.29 If a Board Member is or may be the subject of an allegation or notice relating to a matter described under clause 6.20 or any other circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set such other conditions as it requires pending the final determination of such allegation, notice or circumstances.

Removal of Board Member

- 6.30 The Board may, by Special Resolution, remove a Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:
- (a) has seriously breached duties under this Constitution or the Act; or
 - (b) is no longer a suitable person to be a Board Member; or
 - (c) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring BBNZ or basketball into disrepute or which may be prejudicial to the Purposes or the interests of BBNZ and/or basketball if they remain as a Board Member.

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

- 6.31 Before considering a motion for removal, the Board Member who is the subject of the motion must be given:
- (a) notice that a Board Meeting is to be held to discuss the motion to remove the Board Member; and
 - (b) adequate time to prepare a response; and
 - (c) the opportunity prior to the Board Meeting to make written submissions; and
 - (d) the opportunity to be heard at the Board Meeting.

Board Member ceasing to hold office

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

7. Board Meetings

- 7.1 Board Meetings may be called at any time by the Chair or by at least 4 Board Members, but generally the Board meets at least every two months.

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

Quorum

- 7.3 The quorum for a Board Meeting is 4 Board Members.
- 7.4 Any Board Member may be counted for the purposes of a quorum, participate in any Board Meeting and vote on any proposed resolution at a meeting without being physically present. This may only occur at Board Meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board Meeting can hear each other effectively and simultaneously.

Chair

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

Voting

- 7.7 Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted.
- 7.8 The Chair has a deliberative and a casting vote.

Resolution in writing

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

8. Officers' Duties

- 8.1 An Officer:
- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of BBNZ;
 - (b) must exercise a power as an Officer for a proper purpose;
 - (c) must not act, or agree to BBNZ 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 BBNZ, 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 BBNZ being carried on in a manner likely to create a substantial risk of serious loss to BBNZ's creditors or cause or allow the

activities of BBNZ to be carried on in a manner likely to create a substantial risk of serious loss to BBNZ's creditors;

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

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

9. **Interests**

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

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

but an Officer is not interested in a Matter:

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

9.2 The Board must keep an Interests Register.

- 9.3 An Officer who is Interested in a Matter relating to BBNZ must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the Interests Register.
- 9.4 A Board Member who is Interested in a Matter:
- (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
 - (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent;
 - (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 9.5 Despite clause 9.4, if 50% or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 9.6 The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure in the manner set out in the Regulations.

10. Patron

- 10.1 A Patron may be invited by the Board to be the Patron. The Patron is entitled to attend and speak at General Meetings but has no right to vote.

11. Chief Executive

- 11.1 A Board may engage a Chief Executive.
- 11.2 The Chief Executive is under the direction of the Board and is responsible for the day-to-day management of the affairs of BBNZ under this Constitution and the Bylaws and within any delegated authority from the Board.
- 11.3 The Chief Executive may attend Board Meetings when required by the Board but has no voting rights.

12. Indemnity and Insurance

- 12.1 BBNZ may indemnify its current and former Officers and employees as permitted by section 96 of the Act.
- 12.2 With the prior approval of its Board, BBNZ may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.
- 12.3 BBNZ 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.

13. Finances

13.1 The funds and property of BBNZ are:

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

13.2 BBNZ's balance date is 31 December or on the date as the Board decides.

13.3 BBNZ's financial statements must be audited each year and the audited financial statements must be submitted to the AGM.

No personal benefit

13.4 The Officers and Members may not receive any distributions of profit or income from BBNZ. 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 BBNZ in respect of payments or transactions between it and them, their direct family or any associated entity.

14. Method of contracting

14.1 A contract or other enforceable obligation may be entered into by BBNZ:

- (a) by deed by:
 - (i) 2 or more Officers; or
 - (ii) an Officer, or other person or class of persons, whose signature or signatures must be witnessed; or
- (b) by agreement by a person acting under BBNZ's express or implied authority.

15. Amendments

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

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

- 15.3 If an amendment to this Constitution would have no more than a minor effect or is to correct errors or makes similar technical alterations, the Board may give notice of the amendment to every Member stating the text of the amendment and the right of Members to object to the amendment. If the Board does not receive any objections from Members within 20 Working Days after the date on which the notice is sent, or any longer period of time that the Board decides, the Board may make that amendment. If it does receive an objection, the Board may not make the amendment.

16. **Bylaws**

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

17. **Integrity**

Anti-Doping

- 17.1 BBNZ adopts the Sports Anti-Doping Rules (**SADR**) made by the Integrity Sport and Recreation Commission under the Integrity Sport and Recreation Act 2023 and its Bylaws on anti-doping and agrees to be bound by SADR. All Members:
- (a) agree to the application of SADR; and
 - (b) must require in their constitutions that their members agree to the application of SADR.

Integrity Code

- 17.2 In this clause 17 **Integrity Code** means an integrity code issued by the Integrity Sport and Recreation Commission under Section 19 of the Integrity Sport and Recreation Act 2023.
- 17.3 If BBNZ adopts an Integrity Code, the Members of BBNZ are bound by the Integrity Code.
- 17.4 All Affiliated Associations, Associate Members and Clubs must include in their own constitution that if BBNZ adopts an Integrity Code, their own members agree to the application of it to them and agree to be bound by it and must require that their non-individual members include a similar clause in their constitutions.

18. **Dispute resolution**

- 18.1 In this clause 18:
- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and BBNZ, that relates to an allegation that:

- (i) a Member or an Officer has engaged in misconduct; or
 - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iii) BBNZ has breached, or is likely to breach, a duty under this Constitution or the Act; or
 - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 18.5 to 18.19;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

Application of other legislation to a Dispute

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

Application of other procedures under this Constitution, in a Bylaw or under the FIBA rules

- 18.3 If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw or under the FIBA General Statutes or FIBA Internal Regulations (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.

Application of the Disputes Procedure

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

Disputes Procedure

Raising a complaint

- 18.5 A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Board setting out:
- (a) the allegation to which the dispute relates and who the allegation is against; and
 - (b) any other information reasonably required by BBNZ.

- 18.6 BBNZ may make a complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
- 18.7 The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

Investigating and determining Disputes

- 18.8 Unless otherwise provided, BBNZ must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined.
- 18.9 Disputes must be dealt with in a fair, efficient, and effective manner.

Decision to not proceed with a matter

- 18.10 Despite the contents of the Disputes Procedure, BBNZ may decide not to proceed with a matter if:
- (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) any material misconduct; or
 - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
 - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
 - (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
 - (d) the person who makes the Complaint has an insignificant interest in the matter;
 - (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
 - (f) there has been an undue delay in making the Complaint; or
 - (g) the Complaint involves two Members who are also members of an organisation (**Organisation X**) which is also a Member of BBNZ and the Complaint has either been dealt with by Organisation X, or is required to be, pursuant to the dispute resolution procedures of Organisation X.

Complaint may be referred

- 18.11 BBNZ may refer a Complaint to:
- (a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, including an arbitral tribunal (Hearing Body); or
 - (b) a subcommittee or an external person to investigate and report; or

- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

Hearing Body

- 18.12 The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Board to resolve, or assist to resolve, Complaints.
- 18.13 Notwithstanding Clause 18.12, if BBNZ or one of its officers are a party to a complaint referred to a hearing body or arbitrator, both parties to the complaint must endeavour to agree on the selection of the arbitrator or composition of the hearing body. If the parties cannot agree, the selection will be made by the Chair of the Sports Tribunal of New Zealand or their nominee.

Bias

- 18.14 An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Board or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:
 - (a) impartial; or
 - (b) able to consider the matter without a predetermined view.

Complainant's right to be heard

- 18.15 The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If BBNZ makes a Complaint, BBNZ has a right to be heard before the Complaint is resolved or any outcome is determined, and a Board Member may exercise that right on behalf of BBNZ.
- 18.16 A Member or Officer or BBNZ must be taken to have been given the right if:
 - (a) the Member or Officer or BBNZ has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
 - (b) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
 - (c) an oral hearing, if any, is held before the Hearing Body; and
 - (d) the Member's or Officer's or BBNZ's written statement or submissions, if any, are considered by the Hearing Body.

Respondent's right to be heard

- 18.17 The Member or Officer who, or BBNZ which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is BBNZ, a Board Member may exercise the right on behalf of BBNZ. A Respondent must be taken to have been given the right if:
 - (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and

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

Appeals

- 18.18 Unless this Constitution or any Bylaw provides otherwise, there is no right of appeal or right of review of a decision.
- 18.19 Unless this Constitution or any Bylaw provides otherwise, any Member wishing to appeal a decision of BBNZ regarding sports-related disputes within the scope of the rules of the Sports Tribunal of New Zealand where they have exhausted their rights of appeal within this Constitution and/or any Bylaw, may appeal to the Sports Tribunal of New Zealand. The rules of the Sports Tribunal of New Zealand apply to any such appeal.
- 18.20 BBNZ recognises that the FIBA Basketball Arbitral Tribunal and the FIBA Appeals' Panel has jurisdiction to hear certain matters or appeals in accordance with the FIBA General Statutes or FIBA Internal Regulations.

19. Liquidation and removal

- 19.1 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 BBNZ from the Register of Incorporated Societies; or
 - (c) for the distribution of BBNZ's surplus assets.
- 19.2 The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.
- 19.3 Any resolution for a motion set out in clauses 19.1(a) to (c) must be passed by a Special Resolution of Members.
- 19.4 The surplus assets of BBNZ, after the payment of all costs, debts and liabilities, must be disposed of to The New Zealand Basketball Foundation (Incorporated) NZBN: 9429042679370.

20. Matters not provided for

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

21. Transition

- 21.1 This clause 21 applies to facilitate transition of BBNZ 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.
- 21.2 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 a period of 12 months and is solely to enable flexibility in the transition of BBNZ from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

Transition of Board Members

- 21.3 Board Members elected or appointed under the previous constitution will continue under this Constitution.
- 21.4 The number of terms served under the previous constitution count towards any maximum number of terms stipulated in this Constitution.

Transition of Members

- 21.5 Subject to this Constitution, every Member who was a member of BBNZ and recorded on the Member Register immediately prior to the commencement of this Constitution, continues as a Member.

Transition of Bylaws

- 21.6 All bylaws, policies and regulations of BBNZ which were in force immediately prior to this Constitution being approved and BBNZ being re-registered under the Act continue in force, until such time as they are revoked by the Board. If any of those bylaws, policies and regulations are inconsistent with this Constitution (whether in whole or in part), the Board will determine the matter as it sees fit, to the extent of any such inconsistency.

Appendix A - Affiliated Associations Voting Entitlements

Note: Voting entitlements will be reviewed in 2027, and then every 5 years following

Affiliated Association	Voting Entitlement	Affiliated Association	Voting Entitlement
Basketball Auckland	10	Porirua Basketball	4
Canterbury Basketball	10	Rotorua Basketball	4
Counties Manukau Basketball	10	South canterbury Basketball	4
Harbour Basketball	10	Southland Basketball	4
Tauranga City Basketball	8	Buller Basketball	2
Waikato Basketball	8	Eastern Southland Basketball	2
Waitakere West Basketball	8	Franklin Basketball	2
Wellington Basketball	8	Gisborne Basketball	2
Basketball Hawkes Bay	6	Hibiscus Coast Basketball	2
Basketball Manawatu	6	Kāpiti Basketball	2
Basketball Otago	6	Lake Taupo Basketball	2
Basketball Taranaki	6	Mid Canterbury Basketball	2
Hutt Valley Basketball	6	North Otago Basketball	2
Nelson Basketball	6	Te Aroha Basketball	2
Northland Basketball	6	Thames Valley Basketball	2
Waikato Country Basketball	6	West Coast Basketball	2
Marlborough Basketball	4	Whanganui Basketball	2
North Canterbury Basketball	4		