

# **Canoe Racing New Zealand Incorporated**

## **Constitution**

**Adopted at Annual General Meeting  
on 11 April 2025**

# Canoe Racing New Zealand Incorporated Constitution

## Contents

|     |  |    |
|-----|--|----|
| A.  | DEFINITIONS AND INTERPRETATION .....                   | 5  |
| 1.  | Definitions.....                                       | 5  |
| 2.  | Interpretation .....                                   | 7  |
| 3.  | Notices .....  | 7  |
| B.  | DETAILS OF CANOE RACING NEW ZEALAND INCORPORATED ..... | 7  |
| 4.  | Name .....   | 7  |
| 5.  | Charitable status .....                                | 8  |
| 6.  | Status .....   | 8  |
| 7.  | Registered office .....                                | 8  |
| 8.  | Contact person .....                                   | 8  |
| C.  | PURPOSE AND POWERS .....                               | 8  |
| 9.  | Purpose .....  | 8  |
| 10. | Capacity and powers.....                               | 9  |
| D.  | MEMBERS .....  | 9  |
| 11. | Membership categories .....                            | 9  |
| 12. | Member consent .....                                   | 9  |
| 13. | Club Application .....                                 | 9  |
| 14. | Club Members .....                                     | 10 |
| 15. | Life Members .....                                     | 10 |
| 16. | Member rights and obligations .....                    | 11 |
| 17. | Obligations of Clubs .....                             | 11 |
| 18. | Suspension of a Member .....                           | 12 |
| 19. | Ceasing to be a Member .....                           | 12 |
| 20. | Membership fees.....                                   | 13 |
| 21. | Membership Database .....                              | 13 |
| E.  | GENERAL MEETINGS .....                                 | 13 |
| 22. | AGM .....  | 13 |
| 23. | Business of AGM .....                                  | 14 |
| 24. | SGM .....  | 14 |
| 25. | Quorum .....   | 15 |
| 26. | Delegates .....  | 15 |
| 27. | Control of General Meetings .....                      | 15 |
| 28. | Attendance and voting .....                            | 15 |

|     |  |    |
|-----|--|----|
| 29. | Method of voting.....                          | 16 |
| 30. | Minutes.....                                   | 16 |
| 31. | Omissions and irregularities.....              | 16 |
| 32. | Resolution passed in lieu of meeting .....     | 17 |
| F.  | OFFICERS AND BOARD.....                        | 17 |
| 33. | Patron.....                                    | 17 |
| 34. | Functions and powers of the Board .....        | 17 |
| 35. | Composition .....                              | 17 |
| 36. | Appointment Panel.....                         | 17 |
| 37. | Election and appointment of Board Members..... | 19 |
| 38. | Qualification .....                            | 20 |
| 39. | Disqualification .....                         | 21 |
| 40. | Term of office .....                           | 21 |
| 41. | Rotation.....                                  | 21 |
| 42. | Vacancies.....                                 | 21 |
| 43. | Suspension of Board Member.....                | 22 |
| 44. | Removal of Board Member .....                  | 22 |
| 45. | Board Member ceasing to hold office .....      | 23 |
| 46. | Board Meetings .....                           | 23 |
| 47. | Chair.....                                     | 23 |
| 48. | Voting at Board Meetings.....                  | 24 |
| 49. | Resolution in writing .....                    | 24 |
| 50. | Officers' Duties.....                          | 24 |
| 51. | Conflicts of Interest .....                    | 25 |
| G.  | OPERATIONAL MATTERS .....                      | 26 |
| 52. | Chief Executive .....                          | 26 |
| 53. | Indemnity and Insurance.....                   | 26 |
| 54. | Finances.....                                  | 26 |
| 55. | No personal benefit.....                       | 26 |
| 56. | Method of contracting.....                     | 27 |
|     | Amendments .....                               | 27 |
| 57. | 27   |    |
| 58. | Regulations .....                              | 27 |
| 59. | Matters not provided for .....                 | 28 |
| H.  | 28   |    |
|     | DISPUTE RESOLUTION .....                       | 28 |
| 60. | Integrity.....                                 | 28 |

|     |  |    |
|-----|--|----|
|     | Judicial Committee and conduct .....           | 28 |
| 61. | 28   |    |
| 62. | Disputes .....                                 | 28 |
| 63. | Sports Tribunal .....                          | 29 |
| I.  | WINDING UP .....                               | 29 |
| 64. | Liquidation and removal .....                  | 29 |
| J.  | 30   |    |
|     | TRANSITION .....                               | 30 |
|     | Application of this part.....                  | 30 |
| 65. | 30   |    |
| 66. | Transition of Board Members and Officers ..... | 30 |
| 67. | Transition of Members .....                    | 30 |
| 68. | Transition of Regulations .....                | 30 |

**Canoe Racing New Zealand Incorporated**  
**Constitution**

**A. DEFINITIONS AND INTERPRETATION**

**1. Definitions**

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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.

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

**Appointment Panel** has the meaning given to it in rule 36.1.

**Board** means the board or directors of CRNZ.

**Board Meeting** means a meeting of the Board.

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

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

**Canoe Racing Discipline** refers to a discipline of Canoe Racing, which are Sprint Racing, Surf Ski Ocean Racing, and Marathon Racing and references to **Canoe Racing** shall refer to the three Canoe Racing Disciplines collectively.

**CRNZ** means Canoe Racing New Zealand Incorporated.

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

**Chief Executive** means the Chief Executive of CRNZ or, if no Chief Executive has been appointed, the person in the highest-ranking management position in CRNZ.

**Club** means an incorporated society with an interest in one or more Canoe Racing Disciplines that meets the requirement for membership set out in rule 13.

**Club Application** means an application for membership as a Club under this Constitution as set out in rule 13.1.

**Club Member Application** means an application for membership as a Club Member.

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

**Contact Details** for an Individual Member means an electronic address and a telephone number and for the Club Member also includes a physical address.

**Contact Person** means the person the Registrar of Incorporated Societies can contact when needed.

**Delegates** means one delegate appointed by each Club to represent it at General Meetings.

**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 CRNZ.

**Individual Member** means an individual that is either a Club Member or a Life Member.

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

**ICF** means International Canoe Federation which is the international federation governing the sport of canoeing which includes (but is not limited to) the Canoe Racing Disciplines.

**Matter** means:

- (a) CRNZ'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 CRNZ.

**Member** means each person who for the time being is a member of CRNZ and includes all categories of members of CRNZ described in rule 11.1.

**Member Database** means the cloud-based membership management software application operated by CRNZ.

**NZCF** means the New Zealand Canoeing Federation Incorporated or such other organisation that is the national federation member of the ICF.

**OCA** means the Oceania Canoe Association which is the body governing the sport of canoeing in the Oceania region.

**Officer** shall include Board Members, the Chief Executive, and any other natural person occupying a position in CRNZ that allows the person to exercise significant influence over the management or administration of CRNZ but does not include the Patron.

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

**Panel Member** means a member of the Appointment Panel.

**Purposes** means the purposes of CRNZ described in rule 9.1.

**Regulations** means any bylaws, policies, regulations, and codes of CRNZ made under rule 58.1.

**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 66% 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 Auckland.

## 2. Interpretation

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2.1 Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Rule 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.
- (g) Where this Constitution or any Regulation of CRNZ is inconsistent with a rule, regulation, bylaw or directive of the ICF, the rule, regulation, bylaw or directive of ICF prevails to the extent of the inconsistency, unless otherwise required by law.

## 3. Notices

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3.1 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) CRNZ to [info@crnz.org](mailto:info@crnz.org) or by post to CRNZ's registered office set out on the Register of Incorporated Societies.

3.2 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.

## B. DETAILS OF CANOE RACING NEW ZEALAND INCORPORATED

### 4. Name

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4.1 The name of the society is Canoe Racing New Zealand Incorporated ("CRNZ").

## **5. Charitable status**

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- 5.1 CRNZ is registered as a charitable entity under the Charities Act 2005 under registration number CC41985.

## **6. Status**

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- 6.1 CRNZ is the governing body in New Zealand/Aotearoa for the Canoe Racing Disciplines.

## **7. Registered office**

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- 7.1 The registered office of CRNZ is at the place in New Zealand/Aotearoa as the Board decides.

## **8. Contact person**

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- 8.1 The Chief Executive shall be the Contact Person.

# **C. PURPOSE AND POWERS**

## **9. Purpose**

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- 9.1 The charitable purposes of CRNZ are to:
- (a) be the national body in New Zealand/Aotearoa to promote, develop, foster and administer Canoe Racing, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand/Aotearoa.
  - (b) support and assist its Clubs to deliver Canoe Racing throughout New Zealand/Aotearoa.
  - (c) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance in Canoe Racing in CRNZ's activities.
  - (d) Have paddlers and national teams consistently achieving success in Canoe Racing internationally.
  - (e) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including governance of CRNZ and participation in Canoe Racing.
  - (f) promote, develop and co-ordinate Canoe Racing competitions.
  - (g) publish and enforce the rules of the Canoe Racing Disciplines.
  - (h) protect the integrity of Canoe Racing and CRNZ by developing and enforcing standards of conduct, ethical behaviour and implementing good governance.
  - (i) maintain membership of, and co-operate with, the ICF and OCA.
  - (j) Give and seek recognition for individuals to obtain awards or public recognition for their services to Canoe Racing.

- (k) be the national body in New Zealand/Aotearoa to promote, develop, foster and administer Canoe Racing for the health, well-being and benefit of the general public in New Zealand/Aotearoa.
- (l) develop, establish and promote the highest possible standards for operational procedures, competence and equipment for Canoe Racing.
- (m) undertake research which will help to set and promote safety standards for individuals and organisations active in Canoe Racing.
- (n) establish suitable qualifications and facilitate training for Canoe Racing coaches.
- (o) act as an advocate for its Members and for Canoe Racing in New Zealand/Aotearoa.
- (p) work collaboratively and co-operatively with other bodies and organisations concerned with Canoe Racing in New Zealand/Aotearoa.

## **10. Capacity and powers**

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- 10.1 CRNZ 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.

## **D. MEMBERS**

### **11. Membership categories**

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- 11.1 The Members of CRNZ are:
- (a) Clubs;
  - (b) Club Members;
  - (c) Life Members; and
  - (d) any other categories of member as the Board determines.

### **12. Member consent**

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- 12.1 A person or entity consents to become a Member by submitting an Application to CRNZ in the manner provided by this Constitution or paying fees, unless otherwise specified in this Constitution.

### **13. Club Application**

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- 13.1 Club Applications must be by written application to the Board. All Club Applications are decided by the Board, which may accept or decline a Club Application in its absolute discretion. A society becomes a Club when their Club Application has been accepted

and they have paid the required membership fees and satisfied all the following preconditions:

- (a) A certified copy of its incorporation as an incorporated society or other legal entity registered in New Zealand.
- (b) A copy of its constitution which must have objects that are consistent with this Constitution and in all other respect complies with this Constitution.
- (c) Proof that it has no less than 10 current individual members.
- (d) Payment of the CRNZ annual membership fee in advance.
- (e) A declaration that it will abide by the ICF Constitution, the ICF Rules, the NZCF constitution and rules, this Constitution and the Regulations.
- (f) The Club's Contact Details.
- (g) A list of its principal officers.
- (h) A financial declaration as to its solvency.

## **14. Club Members**

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- 14.1 A Club Member is an individual who is a member or office bearer of a Club, and includes paddlers, officials, coaches and athlete support personnel participating or desiring to participate in any one or more Canoe Racing Disciplines or in Canoe Racing generally in any other capacity.
- 14.2 Club Member Applications shall be made online through the Membership Database and shall only be approved once the Club Member Application has been approved by both CRNZ and the individual's nominated Club.
- 14.3 It shall be a condition of membership of CRNZ that every Club has a rule in its constitution that provides that every individual who becomes a member or office bearer of a Club, (including paddlers, coaches and athlete support personnel), shall register as a user of the Membership Database and apply for membership of CRNZ through the Membership Database.
- 14.4 Every Club Member is bound by, and shall comply with, this Constitution and the Regulations.

## **15. Life Members**

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- 15.1 Life Membership may be granted in recognition and appreciation of outstanding service by an individual to CRNZ or Canoe Racing. 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.
- 15.2 Life Members have such rights and benefits as determined by the Board.

## **16. Member rights and obligations**

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16.1 Members acknowledge and agree that:

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

## **17. Obligations of Clubs**

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17.1 In addition to the obligations as a Member under rule 16.1, each Club that is a Member will:

- (a) administer, promote, and develop Canoe Racing in the Club in accordance with the Purposes, this Constitution and any Regulations;
- (b) be, and maintain registration as, an incorporated society under the Incorporated Societies Act 1908 or the Act;
- (c) have, as its members, Individual Members, and other members it considers appropriate;
- (d) ensure its constitution is not inconsistent with this Constitution, provide CRNZ 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, or any Regulations;
- (e) have in its constitution rules stating that it is a condition of membership of the Club that its own individual members apply to become members of CRNZ;
- (f) maintain and keep up to date that part of the Membership Database that pertains to it and the Club's members;
- (g) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in Canoe Racing;

- (h) act in good faith with loyalty to CRNZ to ensure the maintenance and enhancement of CRNZ and Canoe Racing, and its reputation, and to do so for the collective and mutual benefit of the Members and Canoe Racing.

## **18. Suspension of a Member**

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- 18.1 If a Member is, or may be, in breach under rule 16.1, and the Board believes it is in the best interests of CRNZ to do so, the Board may suspend the Member until final determination of the conduct under the dispute resolution process applicable to the breach. Before invoking any such suspension, the Member must be given notice of the proposed suspension and their comments on the proposed suspension sought and considered.
- 18.2 Unless otherwise determined by the Board, while a Member is suspended the Member is:
  - (a) not entitled to attend, speak or vote at a General Meeting;
  - (b) not entitled to any other rights or entitlements as a Member;
  - (c) in the case of an Individual Member, not entitled to continue to hold office in any position within CRNZ; and
  - (d) not entitled to any rights or entitlements to which the Member would otherwise be entitled from the Club Member's Club;

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

## **19. Ceasing to be a Member**

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- 19.1 A Member ceases to be a Member:
  - (a) if an individual on death, or if a body corporate on liquidation;
  - (b) by giving notice to the Board of their resignation;
  - (c) if their membership is terminated under rule 16.1(f);
  - (d) if their membership is terminated following a judicial process or such other process set out or referred to in this Constitution.
- 19.2 A Member who ceases to be a Member:
  - (a) remains responsible to pay all their outstanding membership and other fees to CRNZ;
  - (b) must return all property of CRNZ 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 such obligations are stated in this Constitution to endure beyond cessation of membership.

## 20. **Membership fees**

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- 20.1 **Amount:** The Board shall annually determine the nature and amount of any membership fee or fees payable by Clubs and Club Members to CRNZ, including the due date for payment and the manner for payment of such fees in accordance with the Regulations. All Clubs and Club Members shall pay the membership fee or fees determined by the Board by the due date.
- 20.2 **Payment of Fees:** In order to receive or continue to receive entitlements, Members must meet all the requirements of membership set out in this Constitution or as otherwise set by the Board including payment of any applicable membership or other fees by the due date.
- 20.3 **Failure or refusal to Pay Fees:** The failure or refusal by a Member to comply with rule 20.2 shall not excuse such Member from being bound by this Constitution.
- 20.4 **Default in Fees:** A Member shall have its membership of CRNZ terminated if any fees (including membership fees) or other payments to CRNZ are due and outstanding. Before such termination can occur, the Board must give the Member written notice specifying the payment(s) due and demanding payment by a due date, being not less than seven (7) days from the date of the demand. If payment is not made by the due date, membership shall be suspended pending payment. If such suspension continues for a further ninety (90) days, the Member shall have their membership automatically terminated on the expiry of such period.

## 21. **Membership Database**

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- 21.1 The Board will ensure that the Membership Database is kept up to date and shall include:
- (a) each Member's name;
  - (b) each Member's Contact Details;
  - (c) the date each person became a Member.
- 21.2 A Member must update any change to their Contact Details through the Membership Database as soon as reasonably practicable after the change occurs.
- 21.3 The Membership Database will keep a record of the name of each person who has ceased to be a Member of CRNZ within the previous 7 years and the date on which they ceased to be a Member.

## **E. GENERAL MEETINGS**

### 22. **AGM**

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- 22.1 CRNZ 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 CRNZ and not more than 15 months after the previous AGM.

22.2 The Members must be given at least 60 days notice of the AGM. Notice to Members of an AGM may be given by posting on CRNZ's website or such other method as the Board determines.

## **23. Business of AGM**

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23.1 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) the auditor's report to members on the financial statements audited by a qualified auditor;
- (c) the election of any Board Members;
- (d) the appointment or announcement of any Appointed Board Members;
- (e) the appointment of an auditor;
- (f) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
- (g) consideration of any other items of business that have been properly submitted for consideration at the AGM.

23.2 Members must give notice of any proposed motions and other items of business to the Chief Executive at least 30 days before the date of the AGM.

23.3 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 21 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 to discuss any other items.

## **24. SGM**

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24.1 The Board must call a SGM if:

- (a) the Board determines;
- (b) 50% of the Board is unable to vote on a Matter due to conflicts of interest; or
- (c) it receives a written request stating the purpose of the SGM from by 25% of Clubs.

24.2 Members must be given at least 30 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.

- 24.3 A SGM may only consider and deal with the business specified in the request for the SGM.

## **25. Quorum**

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- 25.1 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 at least 50% plus one (1) of the Clubs who are entitled to vote, including Clubs present by casting votes by electronic means. The quorum must always be present during the General Meeting.
- 25.2 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.
- 25.3 If a quorum is not reached within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

## **26. Delegates**

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- 26.1 Every Club shall appoint a Delegate who shall be its representative at General Meetings entitled to exercise the voting rights of that Club.
- 26.2 No Board Member or employee of CRNZ may act as a Delegate. An individual may act as a Delegate for more than one Club at the same General Meeting provided that any Delegate for one or more Clubs must vote in accordance with the instructions from the Clubs the Delegate represents and for this purpose may split their voting entitlement accordingly. The names of the Delegates shall be forwarded in writing to the Chief Executive by a date and time determined by the Board prior to the commencement of each General Meeting. If an appointed Delegate is not available to attend a General Meeting, the Club may appoint an alternate Delegate, provided that the name of such alternate Delegate is notified in writing to the Chief Executive prior to the commencement of the relevant General Meeting.

## **27. Control of General Meetings**

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- 27.1 The Chair of CRNZ 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 Clubs present will elect a person to chair the General Meeting.

## **28. Attendance and voting**

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- 28.1 The following persons are eligible to attend and speak at General Meetings:
- (a) The Patron;
  - (b) Delegates of Clubs; and

- (c) Life Members; and
- (d) any other persons invited by the Board.

28.2 The voting entitlement for each Delegate eligible to vote is as follows:

- (a) An Ordinary Resolution shall be sufficient to pass a resolution unless otherwise provided in this Constitution.
- (b) Each Club, through its Delegate, shall be entitled to one (1) vote provided that the Club has paid all fees due to CRNZ.
- (c) Where one (1) Delegate represents more than one Member Club, such Delegate must vote in accordance with instructions of each Member Club that appointed them as Delegate, and may not vote in accordance with the collective voting strength of the Clubs that he or she represents, unless all such Clubs who the Delegate represents have instructed the Delegate to vote in that manner.
- (d) Individual Members have no voting entitlement unless acting in their capacity as a Delegate of a Club.

## **29. Method of voting**

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29.1 Voting is conducted by voices or a show of hands as determined by the Chair of the meeting, unless a secret ballot is called for and approved by Ordinary Resolution of Delegates or as otherwise required under this Constitution.

29.2 Elections of the Elected Board Members at an AGM must be undertaken by secret ballot. Two scrutineers must be appointed at the General Meeting to count the votes.

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

29.4 Voting by electronic means is permitted.

29.5 Postal votes are only permitted if authorised by the Board prior to the General Meeting.

29.6 Proxy votes are not permitted.

## **30. Minutes**

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30.1 Full minutes must be kept of all General Meetings.

## **31. Omissions and irregularities**

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31.1 The General Meeting and its business will not be invalidated simply because one or more Members do not receive notice of the General Meeting.

31.2 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 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 Special Resolution is obtained in favour of the motion to proceed.

## **32. Resolution passed in lieu of meeting**

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- 32.1 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.

## **F. OFFICERS AND BOARD**

### **33. Patron**

---

- 33.1 There may be a Patron of CRNZ who shall be determined by the Board. The Patron shall be invited by the Board to hold such position. The Patron shall be entitled to attend and speak at General Meetings but shall have no right to vote.

### **34. Functions and powers of the Board**

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

### **35. Composition**

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- 35.1 The Board consists of:
- (a) up to 4 Elected Board Members; and
  - (b) up to 3 Appointed Board Members,
- provided that the Board must have a minimum of 40% self-identified women on the Board.

### **36. Appointment Panel**

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- 36.1 There will be a Board Appointment Panel comprising of the following Panel Members:

- (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 re-appointment or re-election to the Board as determined by the Board;
- (b) a nominee who is independent of CRNZ and is experienced in governance and the functions and appointment process of board members in New Zealand, as determined by the Board;
- (c) a nominee who is independent of the Board and has an interest and understanding of Canoe Racing in New Zealand, 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.

- 36.2 A person will not be eligible to be a Panel Member or remain as a Panel Member if any of the circumstances listed in rule 39.1 apply to that person.
- 36.3 If the Board as a whole has been removed, resigns en masse, or does not have a quorum and is unable to appoint the Appointments Panel, it will be appointed by Sport New Zealand Ihi Aotearoa.
- 36.4 The convenor of the Appointment Panel is the person referred to in rule 36.1(a).
- 36.5 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.
- 36.6 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) recommending 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.
- 36.7 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 Canoe Racing 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.
- 36.8 No Panel Member may seek to become a Board Member while a Panel Member.
- 36.9 Unless otherwise set out in this Constitution, the Appointment Panel may decide its own process.
- 36.10 The quorum for a meeting of the Appointment Panel is three Panel Members.
- 36.11 Any decision of the Appointment Panel regarding the appointment of Appointed Board Members and the persons to be recommended as Elected Board Members must be unanimous save that a Panel Member may abstain due to a conflict of interest.
- 36.12 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.
- 36.13 The Board may remove any Panel Member if the Board considers, in its sole discretion, that:
- (a) that 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.
- 36.14 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.
- 36.15 Any vacancy in the Appointment Panel will be replaced by the person or organisation that appointed the Panel Member for which the vacancy arises.

## **37. Election and appointment of Board Members**

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- 37.1 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 rule 36.6.
- (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 21 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 or any other method of voting required by the Board;
  - (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.

## **38. Qualification**

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38.1 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 the Charities Act 2005.

## **39. Disqualification**

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- 39.1 The following persons are disqualified from being elected, appointed or holding office as a Board Member, or in the case of rule 36.2, from being or remaining as a Panel Member:
- (a) A person who is a worker for CRNZ (whether under a contract of employment or contract for services).
  - (b) A person who holds office with a Club unless as a condition of becoming a Board Member they resign from office with the Club.
  - (c) A person who is disqualified from being elected, appointed or holding office as a Board Member under section 47 of Act or under section 36B of the Charities Act 2005.
  - (d) A person who has been removed as a Board Member following a process under this Constitution or any Regulation.
- 39.2 If an existing Board Member becomes or holds any position in rules 39.1(a) or (b) then upon appointment to such a position, that Board Member is deemed to have vacated their office as a Board Member.
- 39.3 If any of the circumstances listed in rule 39.1(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.

## **40. Term of office**

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- 40.1 The term of office for all Board Members is 3 years, expiring at the end of the relevant AGM. A Board Member may be re-elected or reappointed to the Board such that they may only hold office for a maximum of two (2) consecutive terms of office (i.e. 6 years).
- 40.2 The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total terms served.

## **41. Rotation**

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- 41.1 With effect from the conclusion of each AGM, two of the existing Board Members shall retire by rotation but shall be eligible for nomination and re-appointment or re-election. Prior to each AGM the Board shall supply the Chief Executive (who shall advise the Delegates) a schedule of the order of retirement of Board Members by rotation. The Board shall decide on the method of establishing such order, and if necessary, the order, of such rotation, by agreement, and failing agreement, by lot.

## **42. Vacancies**

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- 42.1 If there is a Casual Vacancy on the Board of an Appointed Board Member and:
- (a) the Casual Vacancy arose six (6) months or more after the last AGM, the remaining Board Members may:

- (i) refer the appointment to the Appointment Panel to fill under rule 37.1 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 six (6) months after the last AGM, the remaining Board Members must refer the appointment to the Appointment Panel to fill under rule 37.1 with such modifications as to timing and process as it considers appropriate to fill the Casual Vacancy as soon as reasonably practicable
- 42.2 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.
- 42.3 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 until the expiry of the term of the person they replace;
  - (b) appoint a person of their choice to fill the Casual Vacancy only until the next AGM, at which a person is elected under rule 37.1 to fill the remainder of the term of the Casual Vacancy;
  - (c) may leave the Casual Vacancy unfilled until the next AGM, at which a person is elected under rule 37.1 to fill the remainder of the term of the Casual Vacancy.

#### **43. Suspension of Board Member**

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- 43.1 If a Board Member is or may be the subject of an allegation or notice relating to a matter described under rule 39.1 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. Before invoking any such suspension, the Board Member must be given notice of the suspension and invited to provide their comments which the Board shall consider before making a decision whether to invoke the suspension.

#### **44. Removal of Board Member**

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- 44.1 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 CRNZ or Canoe Racing into disrepute or which may be prejudicial to the Purposes or the interests of CRNZ and/or Canoe Racing 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.

44.2 Before considering a motion for removal, the Board Member affected by 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.

## **45. Board Member ceasing to hold office**

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45.1 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.

## **46. Board Meetings**

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46.1 Board Meetings may be called at any time by the Chair or by two (2) Board Members, but generally the Board meets 6-weekly.

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

46.3 The quorum for a Board Meeting is five (5) Board Members.

46.4 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.

## **47. Chair**

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47.1 At its first meeting following an AGM, the Board must elect a Chair.

- 47.2 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.

## **48. Voting at Board Meetings**

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- 48.1 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.
- 48.2 The Chair does not have a casting vote.

## **49. Resolution in writing**

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- 49.1 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.

## **50. Officers' Duties**

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- 50.1 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 CRNZ;
  - (b) must exercise a power as an Officer for a proper purpose;
  - (c) must not act, or agree to CRNZ 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 CRNZ, 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 CRNZ being carried on in a manner likely to create a substantial risk of serious loss to CRNZ's creditors or cause or allow the activities of Canoe Racing New Zealand Incorporated to be carried on in a manner likely to create a substantial risk of serious loss to CRNZ's creditors;
  - (f) must not agree to CRNZ incurring an obligation unless the Officer believes at that time on reasonable grounds that CRNZ 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.

## **51. Conflicts of Interest**

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51.1 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 Canoe Racing New Zealand Incorporated 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.

51.2 The Board must keep an Interests Register.

51.3 An Officer who is Interested in a Matter relating to CRNZ 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.

51.4 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.
- 51.5 Despite rule 51.4, if 50% or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.
- 51.6 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.

## **G. OPERATIONAL MATTERS**

### **52. Chief Executive**

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- 52.1 A Board may engage a Chief Executive or such other role whose responsibility is for the day-to-day management of the affairs of CRNZ and who acts within any delegated authority from the Board.
- 52.2 The Chief Executive is under the direction of the Board.
- 52.3 The Chief Executive may attend Board Meetings as and when required by the Board but has no voting rights.

### **53. Indemnity and Insurance**

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- 53.1 The Board may determine to indemnify and insure its current and former Officers, Members and employees as permitted by sections 96 and 97 of the Act.

### **54. Finances**

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- 54.1 The funds and property of CRNZ are:
- (a) controlled, invested and disposed of by the Board, subject to this Constitution; and
  - (b) devoted solely to the promotion of the Purposes.
- 54.2 CRNZ's balance date is 31 December or on such date as the Board decides.
- 54.3 CRNZ's financial statements must be audited each year and the audited financial statements must be submitted to the AGM. The auditor will be appointed at the AGM upon recommendation of the Board.

### **55. No personal benefit**

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

## **56. Method of contracting**

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56.1 A contract or other enforceable obligation may be entered into by CRNZ:

- (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 CRNZ's express or implied authority.

## **57. Amendments**

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

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

57.3 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.

## **58. Regulations**

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58.1 The Board may make and amend Regulations for the conduct and control of CRNZ's activities and codes of conduct applicable to Members. Any Regulation must be consistent with the Purposes, the Act and any other laws. All Regulations are binding on CRNZ and the Members.

58.2 The making, amendment, revocation, or replacement of a Regulation is not an amendment of this Constitution.

## 59. **Matters not provided for**

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

## H. **DISPUTE RESOLUTION**

### 60. **Integrity**

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- 60.1 CRNZ adopts the Sports Anti-Doping Rules (“**SADR**”) made by Drug Free Sport New Zealand (until this is succeeded by the Integrity Sport and Recreation Commission), pursuant to the Sports Anti-Doping Act 2006 (until the Integrity Sport and Recreation Act 2023 comes into force), and any amendments to or replacements of SADR, as its Bylaws on anti-doping.
- 60.2 Canoe Racing New Zealand Incorporated adopts the Sports Anti-Doping Rules (“**SADR**”) made by the Integrity Sport and Recreation Commission under the Integrity Sport and Recreation Act 2023, and any amendments to or replacements of SADR, as its Bylaws on anti-doping.

### 61. **Judicial Committee and conduct**

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- 61.1 The Board shall appoint an independent Judicial Committee to carry out judicial and disciplinary functions of CRNZ (but not including anti-doping rule violations). The composition, jurisdiction, powers and procedures of the Judicial Committee shall be set out in Regulations.
- 61.2 Prior to any referral to the Judicial Committee the Board may investigate any matter of a disciplinary nature where breach of CRNZ’s rules is alleged to determine the facts including appointing an independent investigator.

### 62. **Disputes**

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- 62.1 In the event of any complaint, dispute, doubt or difference arising out of the interpretation or application of this Constitution that is not within the jurisdiction of the Judicial Committee or a matter that is not provided for in this Constitution or the Regulations, then such dispute shall be referred to the Board. The Board shall determine the dispute or matter as it thinks fit. The Board’s decision shall be final and binding. Alternatively, if the parties to the dispute or matter agree to do so, then it shall be referred to the Sports Tribunal if it has jurisdiction to deal with it.
- 62.2 In the event of any dispute, doubt or difference arising between the Board and any Member (other than a dispute about default in fees under rule 20.4 or a disciplinary matter within the jurisdiction of the Judicial Committee), or between two Members, the parties will:

- (a) endeavour to negotiate a resolution of the dispute amongst themselves (which may include representatives or support persons for either party) and if there is no resolution within an agreed timeframe, then;
- (b) endeavour to agree on the resolution of the dispute by attending mediation and failing resolution at mediation with the agreed timeframe;
- (c) then either party may by agreement refer the dispute to the Sports Tribunal for determination by it in accordance with its rules.

Each party shall bear their own costs, including any legal costs, arising out of any procedure under this rule.

- 62.3 If the parties to the dispute are unable to agree the person to act as a mediator then that person may be appointed by the Board (where CRNZ is not a party to the dispute) or the Sports Tribunal.

## **63. Sports Tribunal**

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- 63.1 CRNZ recognises the Sports Tribunal as the appropriate forum to resolve certain sports related matters set out in the rules of that Tribunal. If specified in this Constitution and/or the Regulations, matters which are within the jurisdiction of the Tribunal shall be referred to it including, without limitation, anti-doping violations arising out of any applicable Regulations on anti-doping, appeals against selection or non-selection to a national team selected by CRNZ, and any other sports-related matters.

- 63.2 A Member may appeal a decision of CRNZ to the Sports Tribunal regarding :

- (a) Any decision of the Judicial Committee
- (b) A decision not to nominate the Member for selection to an Olympic or Commonwealth Games Team
- (c) A Decision not to select the Member for a Senior World Championships team.

providing they have exhausted their rights of appeal within this Constitution and/or the Regulations. The rules of the Sports Tribunal of New Zealand apply to any such appeal.

## **I. WINDING UP**

### **64. Liquidation and removal**

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- 64.1 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 CRNZ from the Register of Incorporated Societies; or
- (c) for the distribution of CRNZ's surplus assets.

- 64.2 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.

- 64.3 Any resolution for a motion set out in rules 64.1(a) to (c) must be passed by a Special Resolution of Members.
- 64.4 The surplus assets of CRNZ, after the payment of all costs, debts and liabilities, must be disposed of to some other organisation, or body having objects similar to the objects of CRNZ or any other not-for-profit entity or entities in New Zealand which are exclusively charitable and which share similar purposes to CRNZ.

## **J. TRANSITION**

### **65. Application of this part**

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- 65.1 This Part applies to facilitate transition of CRNZ from the previous constitution to this Constitution. If this rule is inconsistent with any other rule in this Constitution, this rule applies to the extent of the inconsistency and the other rule will not.
- 65.2 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 rule applies for a period of one year and is solely to enable flexibility in the transition of CRNZ from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

### **66. Transition of Board Members and Officers**

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- 66.1 The Patron appointed by the Board under the previous constitution shall remain in office under this Constitution.
- 66.2 All Board Members elected or appointed under the previous constitution shall remain in office for the balance of their term under this Constitution.
- 66.3 Any terms served by a Board Member under the previous constitution will count as terms of office under this Constitution.

### **67. Transition of Members**

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- 67.1 Subject to this Constitution, every Member which was a member CRNZ and recorded on the Membership Database (or equivalent) immediately prior to the commencement of this Constitution, continues as a Member.

### **68. Transition of Regulations**

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- 68.1 All Regulations of Canoe Racing New Zealand Incorporated which were in force immediately prior to this Constitution or any previous constitution coming into force continue in force, until such time as they are revoked by the Board. If any of those 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.