



Constitution of Archery New Zealand Incorporated

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10/01/2026

Archery NZ

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 Club means a club that is a member.

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

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

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

Board means Archery NZ'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 Archery NZ 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 Archery NZ under this Constitution.

General Manager means the person in the highest-ranking management position in Archery NZ.

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

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

Contact Details means an electronic address and a telephone number.

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

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 Archery NZ which may be held virtually or by electronic means.

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.

Matter means:

- (a) Archery NZ'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 Archery NZ.

Member means each person who, for the time being, is a member of Archery NZ, and includes all categories of members of Archery NZ described in clause 4.3.

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

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

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

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

Purposes means the purposes of Archery NZ described in clause 3.1.

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 75% majority of votes cast.

Working Day means a day of the week other than a Saturday, a Sunday, a public holiday and the period between 25 December and 2 January.

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 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 Archery NZ is inconsistent with a rule, regulation, bylaw or directive of World Archery, the rule, regulation, bylaw or directive of World Archery prevails to the extent of the inconsistency, unless otherwise required by law.
- (h) whenever used in this Agreement the singular includes the plural, the plural includes the singular, and the masculine gender includes the neuter or feminine gender and vice versa.

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; and
 - (b) Archery NZ to administration@archery.org.nz or by post to Archery NZ'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 eight 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 Archery NZ

Name

- 2.1. The name of the society is Archery New Zealand Incorporated (**Archery NZ**).

Status

- 2.2. Archery NZ is the governing body in Aotearoa/New Zealand for archery and is the only affiliated body in Aotearoa/New Zealand for World Archery, the federation for the Olympic sport of archery. It is a not-for-profit organisation within the meaning of section 5(3)(a)(ii) of the Act.

Registered office

- 2.3. The registered office of Archery NZ is at the place in Aotearoa/New Zealand as the Board decides.

Contact person

- 2.4. 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 Archery NZ are to:
- (a) be the national body in Aotearoa/New Zealand to promote, develop, foster and administer archery, for the well-being, benefit and recreation of the general public in Aotearoa/New Zealand;
 - (b) support and assist its Members and Affiliated Clubs to deliver archery throughout Aotearoa/New Zealand;
 - (c) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance, in archery through Archery NZ's activities, including high performance archery at national and international levels;
 - (d) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including governance of Archery NZ and participation in archery;
 - (e) promote, develop and co-ordinate archery competitions;
 - (f) publish and enforce the rules of archery;
 - (g) protect the integrity of archery and Archery NZ by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;

The responsibilities of Archery NZ are to:

- (h) maintain membership of, and co-operate with, World Archery, World Archery Oceania, Sport New Zealand, New Zealand Olympic Committee, Paralympics NZ, Integrity Sport and Recreation Commission and District archery organisations.
- (i) work collaboratively and co-operatively with other bodies and organisations concerned with archery in Aotearoa/New Zealand.

Tikanga

3.2. The tikanga, kawa, culture or practice of Archery NZ is as follows:

- Whanaungatanga - Relationships
- Manaakitanga - Respect
- Kotahitanga – Unity,

and this Constitution must be interpreted having regard to that tikanga, kawa, culture or practice.

Capacity and powers

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

4. Membership

Member application

4.1. An application to become a Member (**Application**) must be in the form required by Archery NZ. All Applications are decided by the Board or by a delegated person/committee, which may accept or decline an Application in its absolute discretion. A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions.

Member consent

4.2. A person or entity will become, and consents to becoming a member once Archery NZ have received the required fees from that person or entity. Archery NZ may apply a grace period in the beginning of the new membership year for members renewing their annual membership.

Member categories

4.3. The Members of Archery NZ are:

- (a) Affiliated Clubs
- (b) Individual Members as described in clause 4.5

Members

Clubs

4.4. In addition to the obligations as a Member under clause 4.7, each Affiliated Club will:

- (a) administer, promote, and develop archery 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 and rules do not conflict with this Constitution, provide Archery NZ with a copy of its constitution and all proposed amendments to it. Independence of Clubs will be recognised, and Clubs will, as far as possible, ensure their constitution aligns with the general purpose and intent of this Constitution.
- (d) maintain an updated register of members and, on request, provide Archery NZ with membership details that Archery NZ requires for its lawful purposes, in compliance with the privacy laws;
- (e) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in archery;
- (f) act in good faith with loyalty to Archery NZ to ensure the maintenance and enhancement of Archery NZ and archery, and its reputation, and to do so for the collective and mutual benefit of the Members and archery.

Individual Members

4.5. The categories of Individual Members are:

- (a) Individual Members
 - (i) Shooting (including shooting club members of Affiliated Clubs and independent shooting members)
 - (ii) Non-Shooting (including non-shooting club members of Affiliated Clubs and independent non-shooting members)
- (b) Archery in Schools Individual Members

Life Members

4.6. Life Membership may be granted in recognition and appreciation of outstanding service by an individual to Archery NZ.

The nomination process for Life Membership is as follows:

- (a) Nomination in the first instance must be moved and seconded by an Affiliated Club or the Board and receive the support of 75 percent of the club members/Board Members. The nomination must give full details of the contribution of the person to archery in New Zealand on a national basis.
- (b) The nomination and full citation will then be submitted in writing to the Administration Assistant at least two months before an Annual General Meeting of Archery NZ.
- (c) The Board will consider all nominations and present to the AGM those nominations that fulfil all aspects of the criteria.

(d) No person will be elected a Life Member unless the resolution for each election is carried by:

(i) where there is only one nominee more than 50% majority;

(ii) where there are two or more nominees for one Life Membership, the highest percentage of votes than any other single nominee(s);

of those members present at the General Meeting of Archery NZ who are eligible to vote.

Where there are two or more nominees for two or more Life Memberships, the nominees will be ranked in descending order based on the total number of valid votes received. The available Life Memberships will be awarded to the nominees in the order of the rankings.

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.

(e) Every Life Member will, after their election, not be liable for annual affiliation fees in respect of their membership of Archery NZ. There will be a maximum of ten (10) living Life Members.

Life Members have such rights and benefits as determined by the Board.

Member rights and obligations

4.7. Members acknowledge and agree that:

(a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures or policies of World Archery;

(b) they are subject to the jurisdiction of Archery NZ;

(c) they are entitled to all rights and entitlements granted by this Constitution;

(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 or other fees within the required time period;

(e) if they fail to comply with sub-clause (d) the Board may terminate their membership;

(f) they do not have any rights of ownership of, or the automatic right to use, the property of Archery NZ; and

(g) they will promote the interests and Purposes of Archery NZ and must not do anything to bring Archery NZ into disrepute.

(h) Members are entitled to clear and transparent communication from Archery NZ regarding major policy or governance changes that affect them.

Suspension of a Member

- 4.8. If a Member is, or may be, in breach under clause 4.7, and the Board believes it is in the best interests of Archery NZ to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before invoking any such suspension, the Member must be given notice of the suspension.
- 4.9. 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 Archery NZ; and
 - (d) not entitled to any rights or entitlements to which the Member would otherwise be entitled from Archery NZ, until such time as the alleged breach is resolved or determined.

Ceasing to be a Member

- 4.10. 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 clause 4.7(e);
 - (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution; or
 - (e) if their current membership expires and is not renewed.
- 4.11. A Member who ceases to be a Member:
- (a) remains responsible to pay all their outstanding membership and other fees to Archery NZ;
 - (b) must return all property of Archery NZ 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, to the extent the obligations are intended to survive when the Member's membership comes to an end.

Membership fees

- 4.12. The Board shall propose the fees for the following membership year (which is defined as the period of 1 October to September 30) (**Membership Year**) at the AGM for Members' approval in conjunction with the budget for the following year for Archery NZ. Once the proposed fees have been approved at the AGM, they will take effect the later of 12 months after the AGM or the following Membership Year.
- 4.13. Annual membership fees will be due on the first day of October (except for Archery in Schools which is as determined by the Board) and are payable within thirty (30) days of the notification date.
- 4.14. Members not complying with Rule 4.13 shall automatically be suspended without notice until such fees are paid.

Member Register

- 4.15. 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.

A Member must provide notice to Archery NZ of any change to their Contact Details. The Member Register will be updated as soon as practicable after the Board becomes aware of changes of the information recorded in the Member Register.

- 4.16. The Board will keep a record of the name of each person who has ceased to be a member of Archery NZ within the previous 7 years and the date on which they ceased to be a member.

5. General Meetings

AGM

- 5.1. Archery NZ 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 Archery NZ and not more than 15 months after the previous AGM.
- 5.2. 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 Archery NZ's website.

Business of AGM

- 5.3. 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 review report of the financial statements;
 - (iv) the proposed budget for the following financial year;
 - (v) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
- (c) the election of any Board Members;
 - (d) the appointment or announcement of any Appointed Board Members;
 - (e) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
 - (f) 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 Board of Archery NZ at least 35 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 30 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 unanimously 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 60% of Affiliated Clubs; or
 - (c) by 20% of Individual Members
- 5.7. Members must be given at least 35 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. Notice to Members of an SGM may be given by posting on Archery NZ's website.
- 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 10% of

the Members who are entitled to vote, including Members present by casting votes by electronic means. 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 Archery NZ 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) Members; and
 - (b) any other persons invited by the Board.
- 5.14. The voting entitlement for each Member eligible to vote is as follows:
 - (a) 1 vote per Individual member.
 - (b) 1 vote per Life member.

Method of voting

- 5.15. 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 Members or as otherwise required under this Constitution.
- 5.16. 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.
- 5.17. An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.18. Voting by electronic means is permitted.

Minutes

- 5.19. Full minutes must be kept for all General Meetings.

Omissions and irregularities

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

- 5.21. 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 majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.

Resolution passed in lieu of meeting

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

Composition

- 6.2. The Board consists of:
- (a) up to five (5) persons elected at the AGM under 6.3 (**Elected Board Members**); and
 - (b) up to two (2) persons appointed under 6.3 (**Appointed Board Members**),

provided that the Board shall have a minimum of 40% self-identified women on the Board (in line with Sports New Zealand Ihi Aotearoa policy) or otherwise meet the minimum requirements as Sports New Zealand Ihi Aotearoa may set or impose from time to time.

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 60 days before the AGM.
- (b) Applications are made in the form decided by the Appointment Panel (indicating if the applicants 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 35 days before the AGM.
- (c) The Appointment Panel must undertake its responsibilities and comply with its obligations as set out in clauses 6.9 to 6.12 (both inclusive).
- (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) must notify the Board of any applicants for the vacant positions of Elected Board members.
- (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) 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;
 - (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.
 - (v) Where elections are being held for terms of different lengths, the nominee(s) with the highest votes shall be allocated the longer term(s).

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 re-appointment or re-election to the Board as determined by the Board;
 - (b) a nominee who is independent of Archery NZ 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 archery 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 membership.

- 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 Appointments Panel, it will be appointed by Sport New Zealand Ihi Aotearoa (or otherwise referred to as Sport and Recreation New Zealand Agency under the Crown Entities Act 2024) or such other replacement agency as may be applicable from time to time.
- 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 consecutive 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 applications from candidates for election as Elected Board Members at an AGM,
- 6.10. In determining the Appointed 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 archery 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 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) 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.
- 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 two weeks from the date of notification under clause 6.17(a) 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 a current employee of, or current contractor to Archery NZ.
 - (b) A person who is disqualified from being elected, appointed or holding office as a Board Member under section 47 of Act
 - (c) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.
 - (d) A person who is awaiting trial for or convicted of any offence under the Crimes Act 1961 punishable by a term of imprisonment of two (2) or more years (whether or not a term of imprisonment is imposed).
- 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 three (3) years, expiring at the end of the relevant AGM. A Board Member may be re-elected or reappointed to the Board for a maximum of two consecutive terms of office. Prior to each AGM, the Board will advise the Appointment Panel of the schedule of rotation and the vacancies arising in Board Member positions at the AGM.
- 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. The following schedule shall be used for elections and appointments, and shall repeat on a three-yearly cycle:
- (a) 2027 – One elected Board Member and one appointed Board Member
 - (b) 2028 – Two elected Board Members
 - (c) 2029 – Two elected Board Member and one appointed Board Member

Vacancies

- 6.26. 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 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 six (6) months after the last AGM, the remaining Board Members must refer the appointment to the Appointment Panel to fill under 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) call an SGM to hold an election to appoint a person to fill the casual vacancy until the expiry of the term of the person they replace or until the next AGM, at which a person is elected under 6.3 to fill the remainder of the term of the Casual Vacancy;
 - (b) leave the casual vacancy unfilled until the next AGM, at which a person is elected under 6.3 to fill the remainder of the term of the casual vacancy.

Suspension of Board Member

- 6.29. The Board may by Special Resolution and otherwise in accordance with the rules of Archery NZ suspend a Board Member who 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.

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 Archery NZ or archery into disrepute or which may be prejudicial to the Purposes or the interests of Archery NZ and/or archery 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 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 (at least 2 weeks from receipt of notice under clause 6.31(a)) to prepare a response and the opportunity prior to the Board Meeting to make written submissions; and
- (c) 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;
- (e) the person dies.

7. Board Meetings

- 7.1. Board Meetings may be called at any time by the Chair or by a majority of Board Members, but generally the Board meets 6 times per year, either in person, virtually or by electronic means or a hybrid or any of such methods.
- 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 does not have 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 Archery NZ;
 - (b) must exercise a power as an Officer for a proper purpose;
 - (c) must not act, or agree to Archery NZ 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 Archery NZ, 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 Archery NZ being carried on in a manner likely to create a substantial risk of serious loss to Archery NZ's creditors or cause or allow the activities of Archery NZ to be carried on in a manner likely to create a substantial risk of serious loss to Archery NZ's creditors;
 - (f) must not agree to Archery NZ incurring an obligation unless the Officer believes at that time on reasonable grounds that Archery NZ 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,
- (iv) 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:

- (a) merely because the Officer receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
- (b) if the Officer's interest is the same or substantially the same as the benefit or interest of all or most other Members of Archery NZ due to the membership of those members; or
- (c) 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 Archery NZ 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. General Manager

11.1. A Board may engage a General Manager.

11.2. The General Manager is under the direction of the Board and is responsible for the day-to-day management of the affairs of Archery NZ under this Constitution and the Bylaws and within any delegated authority from the Board.

11.3. The General Manager may attend Board Meetings on and when required by the Board but has no voting rights.

12. Indemnity and Insurance

12.1. Archery NZ indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.

12.2. With the prior approval of its Board, Archery NZ may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.

12.3. Archery NZ 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 Archery NZ 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. Archery NZ's balance date is 31 March or on the date as the Board decides.

13.3. Archery NZ's financial statements must be reviewed each year and the reviewed financial statements must be submitted to the AGM. The reviewer will be appointed by the Board.

No personal benefit

13.4. The Officers and Members may not receive any distributions of profit or income from Archery NZ. 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 Archery NZ 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 Archery NZ:

- (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 Archery NZ's express or implied authority.

15. Amendments

Amendment

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.
- 15.4. The Board must report any minor amendments made under this clause to Members at the next AGM.

16. Bylaws

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

17. Integrity

- 17.1. Archery NZ 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.

18. Dispute resolution

Definitions

- 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 Archery NZ, 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) Archery NZ 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 18.6 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 or in a Bylaw

18.3. If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**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.

18.4. If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

Application of the Disputes Procedure

18.5. 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

18.6. 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 Archery NZ.

18.7. Archery NZ 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.

18.8. 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

- 18.9. Unless otherwise provided, Archery NZ must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined.
- 18.10. Disputes must be dealt with in a fair, efficient, and effective manner.
- 18.11. The decision and reasoning must be recorded and made available to the complainant, within 14 days of the outcome.

Decision to not proceed with a matter

- 18.12. Despite the contents of the Disputes Procedure, Archery NZ 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; or
 - (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 Archery NZ 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.
 - (h) The decision and reasoning must be recorded and made available to the complainant, within 14 days of the outcome.

Complaint may be referred

- 18.13. Archery NZ may refer a Complaint to:
- (a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, and includes 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

- 18.14. 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.

Bias

- 18.15. 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

- 18.16. The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If Archery NZ makes a Complaint, Archery NZ 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 Archery NZ.
- 18.17. A Member or Officer or Archery NZ must be taken to have been given the right if:
- (a) the Member or Officer or Archery NZ 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 Archery NZ's written statement or submission, if any, are considered by the Hearing Body.

Respondent's right to be heard

- 18.18. The Member or Officer who, or Archery NZ 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 Archery NZ, a Board Member may exercise the right on behalf of Archery NZ. 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

- 18.19. Unless this Constitution or any Bylaw provides otherwise, any Member wishing to appeal a decision of Archery NZ regarding a decision of a disciplinary panel 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. There is no right of appeal or right of review of a decision unless specified.

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 Archery NZ from the Register of Incorporated Societies; or
 - (c) for the distribution of Archery NZ'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 Archery NZ, after the payment of all costs, debts and liabilities, must be disposed of to the New Zealand Olympic Committee to be used as it sees fit for the benefit of Olympic sports.
- 19.5. The provision and the effect of this clause will not be removed from the Constitution and will be included and implied into any subsequent replacement documents.

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 Archery NZ 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 Archery NZ 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 complete their terms.
- 21.4. The number of terms served under the previous Constitution will count towards any maximum number of terms stipulated in this constitution.

Transition of Members

- 21.5. Subject to this Constitution, every Member which was a member of Archery NZ 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, regulations of Archery NZ 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 bylaws, policies, 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.