

Constitution of Taranaki Cricket Association Incorporated

Under the Incorporated Societies Act 2022

As adopted at the Special General Meeting held on the 11th
December, 2025

Registered No: 215135

NZBN: 9429042860815



Constitution of Taranaki Cricket Association Incorporated

1. Introduction

1.1 Name

The name of the incorporated society shall be Taranaki Cricket Association Incorporated.

1.2 Registered Office

The registered office of Taranaki Cricket Association Incorporated shall be at such place as determined by the Board and as notified to the Registrar.

1.3 Status

Taranaki Cricket Association Incorporated is an incorporated society established under the Act.

1.4 Affiliation

Taranaki Cricket Association Incorporated is the governing body for the sport of cricket in the Taranaki region and is recognised by Central Districts Cricket Association and New Zealand Cricket, the governing body for the sport of cricket in New Zealand. Taranaki Cricket Association Incorporated is a member of both Central Districts Cricket Association Incorporated and New Zealand Cricket.

2. Definitions and interpretation

2.1 Definitions and interpretation

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

TCA means the Taranaki Cricket Association Incorporated and includes its Officers, employees, Directors and agents.

Act means the Incorporated Societies Act 2022.

Affiliation Fee means the fee that is charged to enter a team in a competition.

Annual General Meeting or AGM means the annual general meeting held pursuant to clause [8.1](#).

Annual Report means the Annual Report of TCA containing information about the activities, operations, personnel and finances of the previous year, together with information about representative teams and domestic cricket competitions conducted in the previous year.

Appointments Panel means the panel convened pursuant to clause [9.4](#) to consider and make recommendations to Members in relation to Board appointments in accordance with Schedule 1.

Appointments Panel Conflict Protocol means the protocol to be used by members of the Appointments Panel to assist the Appointment Panel to identify of conflicts of interest that may arise in conducting the business and performing the duties of the Appointments Panel and recommending appropriate actions to be taken in a conflict of interest scenario.

Associate Organisation means an incorporated or unincorporated organisation associated with

cricket recognised by the Board pursuant to clause 5.

Board means the current Directors including any Co-opted Directors.

Business Day means a day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki, Labour Day, and Waitangi Day;
- (b) a day in the period commencing with the 25th day of December in any year and ending with the 2nd day of January in the following year;
- (c) if the first day of January in any year falls on a Friday, the following Monday; and
- (d) if the first day of January in any year falls on a Saturday or Sunday, the following Monday and Tuesday;
- (e) Taranaki Anniversary Day is a Business Day.

Days means a consecutive number of days from a specific date and includes all days unless specified as **Business Day**.

Bylaws means the bylaws of TCA as may be amended from time to time in accordance with this Constitution.

CDCA means the Central Districts Cricket Association Incorporated.

Chair means the person who will chair that meeting.

Chairperson means the Chairperson of the Board.

Competition Rules, Playing Conditions and Regulations means the respective competition rules, playing conditions and regulations relating to the sport of cricket as may be promulgated by or conducted under the auspices of TCA and/or CDCA and/or New Zealand Cricket and/or the International Cricket Council from time to time and each individual term shall have its corresponding meaning.

Constitution means the Constitution of TCA and all amendments to it from time to time.

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

Contact Person means a person holding the position of contact person for TCA being the person whom the Registrar can contact when needed.

Convenor means the convenor of the Appointments Panel.

Co-opted Director means a Director appointed under clause 9.5.

Director means a member of the Board.

Financial Statements has the same meaning as in section 6 of the Financial Reporting Act 2013.

General Meeting means an Annual General Meeting or Special General Meeting.

General Manager means an individual appointed to that role by the Board, and with delegated powers as set by the Board.

Life Member has the meaning set out in clause 6.1

Matter has the meaning set out in section 62(4) of the Act.

Member has the meaning set out in clause 4.1.

Month means a calendar month.

Motion means a proposal to be considered.

Officer has the meaning set out in the Act.

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

Patron means the person elected as the Patron of TCA.

President means the person elected as the president of TCA.

Purposes means the purposes of TCA stipulated in clause 3.1.

Region means the geographical area that is generally defined as the Taranaki Province.

Register means the Register of Incorporated Societies.

Registrar means the Registrar of Incorporated Societies.

Senior Competition means a TCA competition that has traditionally been played by adults and school teams.

Special General Meeting means any meeting (other than an Annual General Meeting) held under clause 8.2.

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

TCA means the Taranaki Cricket Association Incorporated and includes its Officers, employees, Directors and agents.

TCUSA means the Taranaki Cricket Umpires and Scorers Association

2.2 Interpretation

In this Constitution, unless the context otherwise requires:

- (a) the singular in all cases includes the plural and vice versa;
- (b) references to clauses and Schedules are references to clause of and schedules in this Constitution unless expressly specified otherwise;
- (c) a reference to a person includes a company, other corporations and also a body of persons (corporate or incorporate);
- (d) where words or expressions are defined, other parts of speech and grammatical forms of that word or expression have corresponding meanings;
- (e) the words “includes”, “including” or “include” must be read and interpreted without limitation;
- (f) any reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation;
- (g) headings are for convenience of reference only and shall not in any way affect the construction or interpretation of this Constitution; and
- (h) all periods of time or notice exclude the days on which they are given.

2.3 Notices

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

- (a) a Member if sent to the address set out in their Contact Details;
- (b) TCA if sent to the TCA General Manager or by post to TCA’s registered office set out on

the Register of Incorporated Societies.

2.4 Receipt of Notices

A notice is deemed to have been received:

- (a) if given by post, when left at the address of that party or five Business Days after being put in the post; or
- (b) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt), provided that any notice or communication received or deemed received after 5pm on a Business Day, or on a day which is not a Business Day, will be deemed not to have been received until the next Business Day.

3. Purposes

3.1 Purposes

The purposes of TCA are to:

- (a) control, manage and be responsible for the guardianship, promotion and administration of cricket in the Taranaki region;
- (b) control, manage and be responsible for all TCA representative teams playing throughout New Zealand;
- (c) foster, encourage and assist in the development of cricket played in the region including at club and school level;
- (d) establish and promulgate rules, playing conditions and regulations for the playing of cricket in the region, and to be bound by the Laws of Cricket published from time to time by New Zealand Cricket, the International Cricket Council and/or the Marylebone Cricket Club;
- (e) foster and encourage participation in and support for cricket by all players and supporters of the game at all levels in the region;
- (f) affiliate with and be bound by the rules of Central Districts Cricket Association and New Zealand Cricket;
- (g) encourage and promote cricket as an activity which promotes the health and safety of all participants, including one which respects the principles of fair play and is free from performance-enhancing drugs; and
- (h) generally do all things whatsoever for the benefit of cricket which may be deemed expedient or which may be directly or indirectly incidental or ancillary to the Purposes of TCA **PROVIDED HOWEVER** that these Purposes shall in no way limit the rights and powers conferred upon societies incorporated under the Act.

3.2 Powers

TCA has, both within and outside New Zealand, the full capacity, rights, powers and privileges to carry on or undertake any activity, do any act or enter into any transaction.

3.3 Independent Construction

The Purposes are to be construed independently and are not to be limited by reference to any other purposes recorded in this Constitution. Each of the Purposes are independent Purposes of TCA.

3.4 Amateur Cricket

TCA is incorporated for the purpose of governing and promoting amateur cricket for the recreation or entertainment of the general public of the region. The capacity of TCA to carry on any business or activity, do any act, or enter into any transaction, is restricted to any business, activity, act or transaction carried on, undertaken, done or entered into in accordance with, or in seeking to achieve, this purpose, or which is conducive or incidental to this purpose.

3.5 Involvement in Professional Cricket for the Advancement of the Amateur Game

TCA's capacity to carry on any business or activity, do any act and enter into any transactions outlined in clause **3.4**, includes the capacity to:

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

3.6 No Personal Benefit

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

4. Membership

4.1 Members

The members of TCA are:

- (a) Member Clubs;
- (b) Life Members;
- (c) TCUSA; and
- (d) any other category of member determined by the Board and approved by the Members, (each a **Member** and together, **Members**).

4.2 Member Clubs

A Member Club shall be an incorporated club, or a school (schools do not have to be incorporated), that has a team in a TCA senior competition. A Member Club's playing strength, financial stability, administration and playing grounds shall comply with standards set down by the Bylaws.

4.3 Affiliated Clubs

An Affiliated Club shall be a club or school which is affiliated to TCA by having a team or teams in a TCA-administered competition.

An Affiliated Club or school has no attendance, speaking or voting rights at a General Meeting.

4.4 Membership Applications

Applications for membership of TCA as a Member Club shall be made in writing to TCA. Consent to becoming a Member is given by submitting an application to the TCA Board. Applicants shall supply such particulars as are requested by the General Manager. All conforming applications shall be submitted to the Board and the Board may in its absolute discretion accept or refuse any such application for membership and shall not be required to provide an explanation for its decision.

Any merger of Member Clubs shall be treated as a new application for membership as a single Member Club. On Board approval of such application, the register of Members shall be updated to reflect the new Member Club, and the pre-merger Member Clubs shall be removed.

4.5 Requirements of Members and Affiliated Clubs

All Members and Affiliated Clubs shall comply with:

- (a) the directives and requirements of the Board insofar as those relate to the administration of cricket throughout the region; and
- (b) this Constitution and the Bylaws, together with the Competition Rules, Playing Conditions and Regulations (if any) as laid down by TCA, CDCA, New Zealand Cricket and/or the International Cricket Council and the Laws of Cricket as published from time to time by the Marylebone Cricket Club and/or the International Cricket Council.

In addition, each Member Club shall amend its constitution if it, or any clause within it, is inconsistent or in conflict with this Constitution or the Bylaws.

Upon request by TCA, Member Clubs shall supply to the TCA General Manager a copy of their:

- (c) constitution and any amendments made to it; and
- (d) register of paid financial members and the date the payment was made.

To be, and to remain eligible to be a Member Club, a Member Club must:

- (e) be an incorporated society registered under the Incorporated Societies Act 1908 until 4 April 2026 or the 2022 Act (schools do not have to be an incorporated society) or
- (f) be another incorporated entity to which the Inland Revenue Department has granted a binding ruling to the effect that its income is exempt from taxation under section CW46 of the Income Tax Act 2007; and
- (g) not be insolvent (as defined in the Act); and
- (h) comply with (a) and (b) above.

4.6 Acknowledgements by Members and Affiliated Clubs

Members and Affiliated Clubs acknowledge and agree that:

- (a) they are bound by this Constitution;
- (b) they shall comply with and observe this Constitution and any determination, resolution or policy which may be made or passed by the Board;
- (c) they are subject to the jurisdiction of TCA;
- (d) this Constitution is necessary and reasonable for promoting the Purposes;
- (e) this Constitution is made in the pursuit of a common purpose, namely the mutual and collective benefit of TCA, its Members, Affiliated Clubs and cricket and they must not do anything to bring TCA into disrepute.
- (f) they are entitled to all the rights as conferred by this Constitution, provided that they meet all requirements set out in this Constitution and the Bylaws.

4.7 Cessation of Membership

Any Member shall cease to be a Member of TCA:

- (a) by resignation by notice in writing to the Board, but shall remain liable to TCA for all moneys owing and unpaid at the date of resignation; or
- (b) by decision of the Board where it is satisfied after reasonable enquiry that the Member is unable to comply with clause 4.5(e), (f); or (g); or
- (c) if an individual on death; or
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.
- (e) if a Member Club has not paid their affiliation fee by the required date which the payment is due.
- (f) if a Member Club ceases to have a team in a TCA Senior Competition.

Any Member who ceases to be a member of TCA following a decision of the Board under clause 4.7(b) may appeal the decision to the next Annual General Meeting.

If in advance of the Annual General Meeting the affected Member is unable to provide sufficient notice of its appeal to comply with the notification of requirements of clause 8.1, the Member may appeal the decision to a Special General Meeting requisitioned by it within thirty (30) Business Days of the Board's original decision. Failing this, the Member's right of appeal shall be exhausted.

The appeal shall be allowed if an Ordinary Resolution at the Annual General Meeting or the Special General Meeting is in favour of the appeal.

4.8 Register of Members

TCA must keep and maintain a register of Members which contains the names and Contact Details of the Members, and the dates when they became Members. The register of Members will be updated as soon as practicable after the Board becomes aware of changes of the information recorded in the register of Members. The Board will keep a record of those who have ceased to be a Member within the previous 7 years and the date on which they ceased to be a Member.

The register of members shall be kept and maintained in accordance with privacy laws.

A Member shall have the right to request the information that is held on them by the Board.

5. Associate Organisations

Any cricket organisation other than a Member Club or Affiliated Club may apply to TCA to be recognised as an **Associate Organisation**. Consent to becoming an Associate Organisation is given by submitting an application.

Applications for recognition as an Associate Organisation shall be made in writing to the Board. Applications shall supply such particulars as are requested by the General Manager. All conforming applications shall be submitted to the Board which may in its absolute discretion accept or refuse any such application.

An organisation recognised as an Associate Organisation may have that recognition removed by a decision of the Board.

An Associate Organisation has no attendance, speaking or voting rights at a General Meeting.

6. Life Membership

6.1 Life Membership

- (a) Any Member Club or the Board may nominate a person for consideration as a Life Member.
- (b) The Board in its sole discretion must then determine if the individual has made an exceptional contribution to cricket within the region over an extended period of time which typically would be for at least 25 years.
- (c) The nomination, with Board approval, will be forwarded to a General Meeting for a determination by the Members.
- (d) A person can only be elected as a Life Member by a motion passed by an ordinary resolution at a General Meeting.
- (e) A Life Member shall have such privileges as are decided from time to time by the Board.
- (f) A nominee consents to becoming a Life Member upon acceptance of their life membership.
- (g) On acceptance of life membership, the individual becomes a Member of TCA.
- (h) The membership of a Life Member may be terminated by a decision of the Board approved by an Ordinary Resolution in a General Meeting, provided that the Life Member who is the subject of the motion must be afforded natural justice.
- (i) A Life Member cannot bring a motion to a General Meeting.

7. President and Patron

7.1 President

- (a) Any Member or the Board may nominate to the Board any individual for consideration as President. The Board shall consider such nominations and recommend to an Annual General Meeting a person for election as President of TCA.
- (b) The President shall be elected at the Annual General Meeting and, subject to clause 7.1(c), shall hold the role for a single three (3) year term
- (c) A President shall be eligible for re-election for one further term of three (3) years, but only where it is considered to be in the best interests of Taranaki Cricket that the individual holding the position of President should continue in that role for a further term.
- (d) If the role of President becomes vacant prior to an Annual General Meeting, the Board may leave the position vacant until the next Annual General Meeting or if it considers it appropriate to do so, the Board may make a temporary appointment to the office of President which office shall be held until the next Annual General Meeting.
- (e) The role of the President is to engage in activities agreed with the Board which may include activities to promote good relations and communications between Members, to promote the reputation and best interests of TCA.
- (f) The President shall chair General Meetings.

7.2 Removal

The President may be removed from their role by a decision of the Board approved by an Ordinary Resolution of TCA at a General Meeting, provided that the person who is the subject of the motion must be afforded natural justice.

7.3 Patron

- (a) The role of Patron is not compulsory and may be left unfilled at the discretion of the Board.
- (b) Should the Board wish to fill the position of Patron they shall put forward a recommendation for an individual for election at the Annual General Meeting.
- (c) The Patron shall be elected at the AGM and shall hold the role for a single three (3) year term.

7.4 Removal

The Patron may be removed from their role by a decision of the Board approved by an Ordinary Resolution of TCA at a General Meeting, provided that the person who is the subject of the motion must be afforded natural justice.

8. General Meetings

8.1 Annual General Meetings

The Annual General Meeting shall be held annually at such time and place (including by means of audio link, audio-visual link or other electronic communication) as the Board shall decide but not later than the 30th November in each year.

The General Manager or their nominee shall give at least forty-two (42) Days' written notice of the meeting to Members and advising that any business to be discussed or motions to be considered at the Annual General Meeting from Member Clubs must be in writing and received by the General Manager at least twenty-eight (28) days before the AGM.

Minutes must be kept of all General Meetings.

8.2 Special General Meetings

All General Meetings of Members other than the Annual General Meeting are Special General Meetings.

The General Manager or their nominee shall convene a Special General Meeting:

- (a) at the request of the Board;
- (b) upon receipt of a written requisition by six (6) Member Clubs
- (c) upon the written requisition of the affected Member, if the third paragraph of clause 4.7 applies.

Such requisition shall set forth the purpose of the proposed Special General Meeting. The relevant Special General Meeting shall be held within twenty (20) Business Days of receipt by the General Manager of the request or requisition. Special General Meetings may be held by means of audio link, audio-visual link or other electronic communication if approved by the Board.

The General Manager or their nominee shall give written notice to Members of all business proposed to be brought before any Special General Meeting at least fourteen (14) Days prior to the date of such meeting 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. No business other than that notified pursuant to this clause may be brought before or transacted at a Special General Meeting. Minutes must be kept of all Special General Meetings.

All the clauses applicable to the Annual General Meeting shall, where not inconsistent, apply to a Special General Meeting.

8.3 Attendance

The people entitled to attend a General Meeting shall consist of:

- (a) Member Clubs with one (1) delegate appointed to vote.

- (b) President and Patron.
- (c) Life Members, the General Manager together with such staff members as the General Manager may require.
- (d) Directors.
- (e) Such other individuals invited by the Board.

The President, Chairperson of the Board or their appointee and General Manager shall not be eligible to act as a delegate of a Member.

No delegate shall be entitled to act as a delegate for more than one Member at the same meeting.

Member Clubs shall record the name of the delegates representing them and the name of their voting delegate on the attendance sheet prior to the commencement of any General Meeting.

Life Members shall record their name on the attendance sheet prior to the commencement of any General Meeting.

8.4 Speaking at general meetings

Only Members, and individuals approved by the chair, are entitled to speak at a General Meeting.

8.5 Voting

The voting rights at a General Meeting are as follows:

- (a) Voting shall be by Members in attendance.
- (b) A Member may exercise only one vote.
- (c) There will be no vote by proxy.
- (d) Voting will be conducted by voices or by a show of hands as determined by the Chair of the General Meeting unless a secret ballot is called for and approved by Ordinary Resolution.
- (e) The meeting chair shall have a casting vote but not a deliberative vote.

Unless stated otherwise, all matters to be determined by Members at a General Meeting shall be determined by Ordinary Resolution.

If a meeting is held by means of audio link, audio-visual link or other electronic communication, voting will be undertaken via electronic means.

Written resolutions may not be passed in lieu of a General Meeting.

8.6 Chairperson of General Meetings

At all General Meetings the chair will be taken by the President, but if the President is not present, able or willing to take the chair then the Chairperson of the Board or their appointee who shall be a Director will take the chair for that meeting.

8.7 Quorum

- (a) No business may occur at a General Meeting unless a quorum of 10 Members being assembled in person at the time and place appointed for the meeting, are present.
- (b) If a quorum is not reached within 30 minutes of the scheduled start time of a General Meeting, the General Meeting will be adjourned to a day, time, and place determined by the Chairperson of the Board.
- (c) If a quorum is not reached within 15 minutes of the scheduled start time of a further General

Meeting the Members present and entitled to vote are deemed to constitute a quorum.

8.8 Order of Business

The order of business of the Annual General Meeting shall be to:

- (a) confirm minutes of the previous Annual General Meeting and any Special General Meeting(s) held since the last Annual General Meeting;
- (b) receive and adopt the Annual Report;
- (c) receive and adopt the Financial Statements for the previous financial year;
- (d) give notice of any disclosures of conflicts of interest made by Directors including a brief summary of the Matters, or types of Matters, to which those disclosures relate;
- (e) elect President, Patron and Life Members (if nominated);
- (f) elect Directors;
- (g) consider any business or motions that have been properly submitted for consideration.

The General Manager shall supply to each Member an order of business for the Annual General Meeting including a copy of the Annual Report and the Financial Statements at least fourteen (14) Days prior to the date of the Annual General Meeting.

8.9 Irregularities

- (a) An accidental omission to give notice of a General Meeting to, or a failure to receive notice of a General Meeting by, a Member does not invalidate the proceedings at that General Meeting.
- (b) Subject to subclause 8.9 (a), any irregularity, error or omission in notices, agendas and relevant papers of General Meetings 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 will not invalidate the General Meeting nor prevent the General Meeting from considering the business of the meeting if:
 - (i) the Chair in their discretion determines that it is still appropriate for the General Meeting to proceed despite the irregularity, error, or omission; and
 - (ii) a motion to proceed is put to the General Meeting and such motion is passed by a Special Resolution.

9. Board of Directors

9.1 Number

The Board shall consist of a minimum of five (5) Directors and a maximum of seven (7) Directors, elected pursuant to clause 9.2 or appointed pursuant to clause 9.5 and a majority of the Board may be made up of Directors who are not Members, or representative of bodies corporate that are Members.

A Director is not required to have an affiliation to a Member Club.

The wording in clause 9.1 relates to a general exemption pursuant to s45 Incorporated Societies Act 2022, which applies for all incorporated societies until October 2028.

9.2 Election of Directors

Directors shall be elected by the Members at an Annual General Meeting from candidates recommended by the Appointments Panel in accordance with clause 9.4. Any resolution to elect to the Board a candidate recommended by the Appointments Panel must be passed by an Ordinary Resolution.

At each Annual General Meeting at least one (1) of the existing Directors (together with any Co-

opted Director appointed under clause **9.5**) shall retire by rotation but shall be eligible for nomination and re-election in accordance with this Constitution. Those to retire shall be those who have been longest in office since they were last elected or re-elected. Where no existing Directors has been in office longer than other Directors since they were last elected or re-elected, the Board shall determine the order of retirement of Directors by rotation amongst themselves. For clarity, the Board may consider time served by relevant Directors since they were first elected as Directors when determining the order of retirement of Directors by rotation.

Prior to each Annual General Meeting the Board shall supply to the General Manager (who shall advise Members) a schedule of the order of retirement of Directors by rotation.

Directors elected or re-elected shall hold office for a term of three (3) years. There shall be no restriction on the number of years, consecutive or otherwise, that a Director may serve on the Board.

No nomination as a director can be received at the Annual General Meeting.

9.3 Application for election as a Director

The General Manager (or their nominee) shall:

- (a) call for nominations for Directors from Members; and
- (b) commence advertising seeking applications as a Director,

at least forty-two (42) Days prior to the date of the Annual General Meeting.

Any such nomination or application shall be made in writing and shall be received by the General Manager (or their nominee) at least twenty-eight (28) Days prior to the date of the Annual General Meeting.

The General Manager (and/or their nominee) shall treat all nominations and applications as confidential and shall not review or disclose the details of such nominations or applications other than as may be required to facilitate the operation of the Appointments Panel pursuant to this Constitution.

Every individual who is nominated or submits an application must provide, in writing, their consent to be an Officer on the Nomination Form approved by the Board and a certification that they are not disqualified from being elected, appointed, or holding office as a Director by this Constitution or under section 47(3) of Act.

9.4 Appointments Panel

The Appointments Panel shall be convened and administered in accordance with Schedule 1.

9.5 Co-opted Director

- (a) Subject to clause 9.5(b), if:
 - (i) any Director dies, resigns, is removed or forfeits their position; or
 - (ii) the Appointments Panel does not recommend a candidate for election to fill a Board vacancy; or
 - (iii) the Members do not elect as a Director any candidate recommended by the Appointments Panel,

then the Board may, but shall not be obliged to, appoint a replacement Director (**Co-opted Director**).

- (b) The term of office for any Co-opted Director shall automatically expire at the conclusion of the next Annual General Meeting.
- (c) With the Co-opted Director's prior agreement, they shall be considered as a nominee by

the Appointments Panel for the next round of Board recommendations in accordance with clause 9.4.

9.6 Election of the Chairperson of the Board.

The Chairperson shall be elected annually by the Board immediately after the Annual General Meeting and shall hold office until the conclusion of the next Annual General Meeting.

9.7 Forfeit

Any Director who fails to attend three (3) consecutive meetings of the Board without leave of absence shall forfeit their seat on the Board.

9.8 Calling meetings

Board meetings may be called at any time by the Chairperson, or by two Directors on a minimum of seven (7) days written notice.

The Board must meet at least six (6) times annually.

9.9 Board Meeting procedure and voting

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

The Chairperson shall have a deliberative vote and a casting vote.

A Director shall have one vote.

There will be no vote by proxy.

9.10 Quorum

Four (4) Directors shall form a quorum at meetings of the Board.

No business may be transacted by the Board if a quorum is not present.

9.11 Attendees at Board Meetings

The General Manager and President shall each be entitled to attend and speak at meetings of the Board but shall have no vote, but at the request of the Chairperson, the General Manager and/or President shall be required to leave any meeting of the Board so that it may carry out its business without them in attendance.

9.12 Method of meeting

A meeting of the Board may be held by a quorum of Directors:

- (a) being assembled together at the time and place appointed for the meeting;
- (b) participating in the meeting by means of audio link, audio-visual link or other electronic communication; or
- (c) by a combination of both of the methods described in (a) and (b).

9.13 Written Motions

A motion in writing, signed or consented to by email, or other form of visible or other electronic communication by a majority of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors. Any majority decision shall be recorded in the minutes of the next Board meeting

9.15 Interests

The Board will observe the conflict -of-interest disclosure rules in the Act.

The Board must keep a register of interest disclosures made by Board Members.

Duty to disclose Interest:

A Board Member who is Interested in a matter relating to TCA 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 Board Member becomes aware of the interest and include it in the register of interests.

Consequences of being Interested:

A Board Member who is Interested in a matter:

- (a) must not vote or take part in a decision of the Board relating to the matter, unless all non-interested Board Members consent;
- (b) must not sign any document relating to the entry into a transaction or the initiation of the matter, unless all non-interested Board Members consent;
- (c) must not take part in any Board discussion relating to the matter or be present at the time of the Board decision, unless all non-interested Board Members consent;
- (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

9.16 Eligibility

A person is disqualified from holding the position of Director if any of the circumstances in section 47(3) of the Act apply.

9.17 Removal of a Director

The Board may, by Special Resolution of the Board, remove any Director from the Board before the expiry of their term of office if the Board considers that the Director has been charged with a criminal offence, bankrupted, seriously breached duties under this Constitution or the Act, or is no longer suitable to be a Director. The Director who is the subject of the motion will be counted for the purpose of reaching a quorum and will not participate in the vote on the motion.

Before considering a motion for removal, the Director affected by the motion must be given:

- (a) written notice that a Board meeting is to be held to discuss the motion to remove them and the basis for the motion; 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.

A person ceases to be a Director if:

- (e) the person resigns by delivering a written notice of resignation to the Board;
- (f) the person is removed from office under this Constitution or any Bylaw;
- (g) the person becomes disqualified from being an officer under section 47(3) of the Act;
- (h) the person fails to attend three (3) consecutive meetings of the Board without leave of absence;
- (i) the person dies.

If any of the circumstances listed in sub-clause (g) occur to an existing Director, they are deemed to have vacated their office upon the relevant authority making an order or finding against them of any of those circumstances.

10. Duties and Powers of the Board

10.1 Duties

10.2 The Officers owe duties to TCA as set out in sections 54 to 59 of the Act.

10.3 Powers of the Board

Subject to the Act and this Constitution, the Board has all the powers necessary for governing, managing, and for directing and supervising the management of, the operation and day to day governance and affairs of TCA.

The Board must comply with any resolution passed at a General Meeting.

These powers include but are not limited to:

- (a) Borrowing, purchasing, selling, maintaining or leasing property for the benefit of TCA.
- (b) Employing or contracting such employees, contractors and others as it thinks fit, on such terms and conditions as it so decides.
- (c) Negotiating and signing contracts with regional authorities, businesses or as the Board may decide for the benefit of TCA and cricket.
- (d) Delegating powers to any individual or sub-committee with delegated authority to manage specific areas of TCA business with set terms of reference and policies they will operate under. The individual or sub-committee shall only exercise such powers as are delegated to it by the Board and shall report to the Board as directed by the Board.
- (e) The power to disestablish or suspend (for such time as it considers appropriate) any individual or sub-committee by Ordinary Resolution.

If any case should occur which is not, or which in the opinion of the Board is not, provided for by this Constitution or any Bylaw, or if any disputes arises out of the interpretation of this Constitution or the Bylaws, it shall be determined by the Board in such manner as it shall think fit, and it may (if it thinks fit to do so) report the case with its decision to a General Meeting.

10.4 Board consent required for certain matches

- (a) Subject to the overriding discretion of the Board, no Member shall be entitled to select for any competitive match under the control or jurisdiction of TCA or of any Member, any cricketer who is precluded from playing in First Class cricket on the grounds set out in clause 11.1 by reason of the fact that during the two (2) years immediately preceding the match in question he or she has played or made himself or herself available to play in a match previously disapproved of by the International Cricket Council.

11. Player Administration

11.1 Player Disqualification

- (a) No player who has been reported to the Board as having been suspended or disqualified by New Zealand Cricket, by any Major Association or District Association which is a member of New Zealand Cricket, by any Member, or by the Sports Tribunal of New Zealand or during the term of any disqualification by any anti-doping authority of competent jurisdiction, shall be selected for any match under the jurisdiction of TCA or of any Member, without the consent of the Board or until such suspension or disqualification is removed.
- (b) In addition to any other penalty provided for by this Constitution, a Member which commits a breach of this clause shall, if the Board so decides, be liable to forfeit all matches in which a suspended or disqualified player takes part.

12. Contact Person

The Board must appoint at least one, and a maximum of three, persons to be TCA's 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.

13. Finance and Annual Report

The financial year of TCA shall begin the 1st day of August and end on the 31st day of July in each year and may be altered from time to time by Ordinary Resolution of the Board

- (a) A report of the year's activities together with the Financial Statements shall be prepared by the Board for presentation to the Annual General Meeting.
- (b) The Financial Statements if the Board so decides shall be Reviewed by a suitably qualified individual prior to the Annual General Meeting.
- (c) The funds and property of TCA are controlled by the Board, subject to this constitution and devoted to the promotion and purposes of TCA.
- (d) All funds received by TCA shall be banked in such banking institution as the Board so decides.
- (e) The Board is to arrange payment of accounts upon authority, signature or any other means of authority by individuals who have been appointed by the Board to operate accounts.
- (f) The Board shall prepare an annual budget for the forthcoming year for approval by the first board meeting of the new financial year.
- (g) The Board shall monitor financial performance results against budget with monthly reporting.
- (h) The Annual Financial Statements (after approval at the AGM) shall be filed with the Register at the Companies Office by the due date.

14. Amendment to Constitution

This Constitution may be amended, repealed or replaced by a Special Resolution (of which notice has been given in accordance with this Constitution) passed at a General Meeting.

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

15. Indemnity and Insurance

The Board shall consider and determine the appropriate insurance to be purchased by TCA.

16. Liquidation or removal from register

16.1 Notice

The Board must give notice to Members at least 20 Business Days of a proposed motion:

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

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

Any resolution for a motion set out in clauses 16.1(a) to (c) must be passed by a 75% majority of the votes recorded at a General Meeting.

16.2 Surplus assets

Any surplus assets available after the payment of all liabilities of TCA shall be distributed only to the Member Clubs who are not-for-profit entities or any other not-for-profit entity that shares similar purposes to TCA in such proportions as the Members may resolve at the General Meeting which passes the resolution appointing a liquidator or authorising a Member to request TCA's removal from the Register provided however that no part of the income or other funds of TCA shall be used for the private pecuniary profit of any individual person.

17. Administration

17.1 Colours

The colours of TCA shall be black, amber and green. The Board may approve other colours to be worn by players representing TCA.

18. Bylaws and Integrity

18.1 Bylaws

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

18.2 Definition

In this clause 18, **Integrity Code** means the Code of Integrity for Sport and Recreation issued by the Sport Integrity Commission under section 19 of the Integrity Sport and Recreation Act 2023.

18.3 Integrity Code binding

If New Zealand Cricket gives notice to TCA that it has adopted the Integrity Code, the Members of TCA shall be bound by the Integrity Code.

18.4 Application to Members

All Members must include in their constitution that if New Zealand Cricket adopts the Integrity Code the Members agree to the application of the Integrity Code to them and agree to be bound by it and must require that their members include a similar clause in their constitutions.

19. Disputes

19.1 Definitions

In this clause 19:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and TCA 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) TCA 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 this clause 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.

19.2 Application of other legislation to a Dispute

- (a) 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.

19.3 Application of other procedures under this Constitution or in a Bylaw

- (a) 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.
- (b) 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.

19.4 Application of the Disputes Procedure

- (a) 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.

19.5 Disputes Procedure

- (a) **Raising a complaint**
 - (i) A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Board setting out:
 - (1) the allegation to which the dispute relates and who the allegation is against; and
 - (2) any other information reasonably required by TCA.
 - (ii) TCA 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.
 - (iii) 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
- (b) **Investigating and determining Disputes**
 - (i) Unless otherwise provided, TCA must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined.

(ii) Disputes must be dealt with in a fair, efficient, and effective manner.

(c) Decision to not proceed with a matter

(i) Despite the contents of the Disputes Procedure, TCA may decide not to proceed with a matter if:

- (1) the Complaint is trivial; or
- (2) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - i) any material misconduct;
 - ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act;
 - iii) any material damage to a Member's rights or interests of Member's rights or interests generally; or
- (3) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
- (4) the person who makes the Complaint has an insignificant interest in the matter; or
- (5) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution;
- (6) there has been an undue delay in making the Complaint; or
- (7) the Complaint involves two Members who are also members of an organisation (**Organisation X**) which is also a Member of TCA 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.

(d) Complaint may be referred

(i) TCA may refer a Complaint to:

- (1) 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
- (2) a subcommittee or an external person to investigate and report; or
- (3) any type of consensual dispute resolution with the consent of all parties to the Complaint.

(e) Hearing Body

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.

(f) Bias

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:

- (i) impartial; or
- (ii) able to consider the matter without a predetermined view.

(g) Complainant's right to be heard

(i) The Member or Officer has a right to be heard before the Complaint is resolved or any

outcome is determined. If TCA makes a Complaint, TCA 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 TCA.

- (ii) A Member or Officer or TCA must be taken to have been given the right if:
 - (1) the Member or Officer or TCA has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
 - (2) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
 - (3) an oral hearing, if any, is held before the Hearing Body; and
 - (4) the Member's or Officer's or TCA's written statement or submission, if any, are considered by the Hearing Body.

(h) **Respondent's right to be heard**

- (i) The Member or Officer who, or TCA 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 TCA a Board Member may exercise the right on behalf of TCA. A Respondent must be taken to have been given the right if:
 - (1) 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
 - (2) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
 - (3) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
 - (4) an oral hearing, if any, is held before the Hearing Body; and
 - (5) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

19.6 Appeals

There is no right of appeal or right of review of a decision unless specified.

Schedule 1 – Appointments Panel (Clause 9.4)

1. Formation of Appointments Panel:

The Appointments Panel:

- (a) must be constituted at least thirty-five (35) Days prior to the date of the relevant General Meeting; and
- (b) holds office until the formation of the new Appointments Panel prior to the next Annual General Meeting.

2. Composition

The Appointments Panel shall consist of no less than three, but up to four, persons being:

- (a) The President of TCA or their appointee.
- (b) The Chairperson of the TCA Board or their appointee.
- (c) A maximum of two other appointees appointed by the Board who shall not be members of the current board.

3. Convenor

The Board appoints the convenor of the panel, who shall not be the Chairperson of the Board or the Chairperson's appointee. The convenor shall have both a deliberative and a casting vote.

4. Quorum

A quorum for a meeting of the Appointments Panel is two (2) members. No business may be transacted by the Appointments Panel if a quorum is not present.

5. Purpose

The purpose of the Appointments Panel shall be:

to consider each nominee and applicant as a Director and to recommend to the Annual General Meeting, those individuals it considers appropriate for election to the Board as a Director in accordance with clause 9.2;

6. Director Recommendation Process

The General Manager (or their nominee) shall provide to each member of the Appointments Panel:

- (a) complete nominations and applications validly received pursuant to clause 9.3 without delay following their receipt; and
- (b) the number of Board positions in respect of which such nominees and applicants are to be considered.

Appointments Panel meeting(s) shall be convened by the Convenor each year with sufficient time to consider and evaluate all nominees and applicants as a Director, and to provide its recommendations in this regard to the General Manager (or their nominee) at least ten (10) Days prior to the relevant Annual General Meeting.

The General Manager (or their nominee) shall, at least seven (7) Days prior to the date of the relevant Annual General Meeting, advise Members of the names of the individuals recommended by the Appointments Panel for election as a Director.

The Appointments Panel shall make its recommendations to precisely fill the relevant Director positions notified to it by the General Manager (or their nominee), unless it concludes that there are insufficient candidates with the requisite skills and experience to meet the needs of TCA, in which case the Board may choose to fill any vacancy pursuant to clause 9.5.

Other than as may be required to discharge its obligations to TCA, each member of the Appointments Panel shall treat the information, conduct, proceedings and deliberations of the Appointments Panel as confidential and, subject to clause 11 of this Schedule 1, shall not disclose to any third party details of applicants and nominees it does not recommend for appointment.

7. Relevant Considerations for the Director Recommendation Process

When considering which nominees or applicants to recommend for election to the Board, the Appointments Panel shall consider and have due regard to:

- (a) the skills and competencies framework developed by the Board;
- (b) the importance of gender and cultural diversity in the performance of the Board, while at all times endeavouring to ensure TCA has the best possible Board available.

8. Conflicts of interest

Members of the Appointments Panel shall declare any conflicts of interest and not participate in the consideration of the particular candidate or candidates concerned

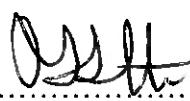
9. Procedure

Except as otherwise provided in this Constitution, the Appointments Panel will regulate its own procedure.

This constitution in the name of Taranaki Cricket Association Incorporated was passed at a Special General Meeting held on the 11th December 2025.

Signed by:

Chairperson: Russell Dempster

Signed: 

President: Ian Snook

Signed: 

General Manager: Ryan Evans

Signed: 

