



**Franklin Basketball Association
Incorporated**

Incorporated Society No. 2560361

Constitution

Adopted at Special General Meeting
on 16th March 2026

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Franklin Basketball Association Incorporated
Constitution

1. Definitions and interpretation

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

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

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

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

BNZ means Basketball New Zealand Incorporated

Board means Franklin Basketball Association incorporated's governing body.

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

Bylaws means any bylaws, policies, regulations and codes of Franklin Basketball Association Incorporated made under clause 15.

Casual Vacancy is a vacancy which arises when a Board Member, or the President, Secretary or Treasurer does not serve their full term of office.

Chair means the Board Member appointed as chair of Franklin Basketball Association Incorporated under this Constitution.

Club means a group of individuals with an interest in Basketball that meets the requirement for membership set out in clause 4.6.

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

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

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

FBA means Franklin Basketball Association Incorporated

General Meeting means an AGM or SGM of Franklin Basketball Association Incorporated.

Interested has the meaning given in section 62 of the Act.

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

Member means each person who for the time being is a member of Franklin Basketball Association Incorporated and includes all classes of members described in clause 4.4.

National Organisation means Basketball New Zealand (BBNZ) Incorporated.

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

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

Purposes means the purposes of the Franklin Basketball Association described in clause 3.1.

Region means the geographical area as determined by BBNZ to be the region represented by Franklin Basketball Association and within which the primary base of activities of Franklin Basketball Association is located and is at the date of adoption of this Constitution.

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 at least 75% of votes cast.

1.2 Interpretation: Unless the context otherwise requires:

- (i) Words referring to the singular include the plural and vice versa.
- (ii) Clause headings are for reference only.
- (iii) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (iv) 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.
- (v) A reference to any legislation includes any secondary regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (vi) All periods of time or notice exclude the days on which they are given.

2. Details of Franklin Basketball Association Incorporated

2.1 Name: The name of the society is Franklin Basketball Association Incorporated, which is abbreviated in this Constitution as FBA

2.2 Status: FBA is a regional association for BBNZ and related activities in the Region and is bound by and must observe the rules of BBNZ.

2.3 Registered office: The registered office of FBA is at 29 Franklin Road, Pukekohe.

2.4 Contact person: At its first meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three, persons to be the contact person, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the contact person or their Contact Details.

3. Purpose and powers

3.1 Purpose: The purposes of FBA are to:

- (i) be a member of BBNZ for the Region;
- (ii) lead the promotion, development and administration of Basketball within the Region and to do so in a manner that is consistent with the requirements of BBNZ, mainly as an amateur sport for the well-being, benefit and recreation of the general public;
- (iii) support and assist its Members to deliver Basketball in the Region;
- (iv) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment, and performance in Basketball in the Region;
- (v) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including governance of FBA and participation in Basketball;
- (vi) promote, develop and co-ordinate Basketball competitions in the Region;
- (vii) publish and enforce the rules of Basketball in the Region in a manner consistent with the requirements of BBNZ;
- (viii) protect the integrity of Basketball and FBA by developing and enforcing standards of conduct, ethical behaviour and implementing good governance in the Region;

3.2 Tikanga:

(i) Whakawhanaungatanga: Inclusion, connection, and cooperation among our basketball whānau so everyone feels a genuine sense of belonging. We build relationships on and off the court, ensuring players, coaches, officials, volunteers, and supporters feel welcomed and valued as part of our community.

(ii) Manaakitanga: Guiding, supporting, and nurturing others through shared knowledge, respect, and care. We uplift each other — teaching skills, encouraging growth, and showing respect for all who participate in the game, from tamariki to kaumātua.

(iii) Kotahitanga: Unity, resilience, and collective strength. We stand together as one association, working in solidarity to achieve our goals, support our teams, and represent our community with pride.

3.3 This Constitution shall be interpreted with regard to the tikanga, kawa, culture, and practices reflected in these values, ensuring that Whakawhanaungatanga, Manaakitanga, and Kotahitanga guide the behaviour, decisions, and operations of the Association.

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

3.5 Powers: Without limiting Rule 3.1, the Association may:

- (i) acquire, hold, manage and dispose of real or personal property, rights and privileges of any kind

(ii) raise, control, borrow, invest, loan or advance funds, and secure such transactions over its assets, provided financial arrangements are on terms no more favourable than market rates unless supporting basketball development

(iii) construct, maintain, improve or alter facilities, buildings or premises used for basketball or Association purposes

(iv) determine and collect revenue through subscriptions, fees, levies, donations, sponsorship, grants, gate charges or any other lawful means

(v) establish and enforce regulations, policies, procedures and disciplinary processes for governance, management and basketball operations

(vi) employ or engage staff, contractors, advisers and volunteers, and determine their roles and remuneration at market rates

(vii) determine membership in accordance with this Constitution

(viii) establish, maintain or disestablish the Board, committees, working groups or other bodies, and delegate powers and functions to them

(ix) organise, control and regulate competitions, tournaments, programmes and events, including setting entry conditions and ensuring compliance with BBNZ regulations

(x) select teams, squads, representatives and participants to represent the Association

(xi) recognise and honour contributions and achievements within basketball and the Association

(xii) create, own, protect, license and commercially exploit the Association's intellectual property

(xiii) establish or hold interests in companies, trusts or other entities to advance the Association's purposes

(xiv) acquire the assets, liabilities or operations of organisations with similar purposes

(xv) be a member of, contribute to, and participate in the governance and promotion of BBNZ and basketball nationally

(xvi) undertake any other activities that are incidental or conducive to achieving the Objects of the Association.

3.6 Exercise of Powers: All powers of FBA must be exercised in a manner consistent with, and for the purpose of advancing the Association.

4. Members

4.1 Application: Membership applications must be completed through online registration. An applicant must provide any required information or participate in any interview reasonably requested by the Board.

4.2 The Board may accept or decline any application at its sole discretion and will advise the applicant of its decision.

4.3 Member consent: Records of each Member's consent to join the Society, as provided through the online registration process, will be retained in the Society's membership records.

4.4 Members Categories: The Members of FBA are:

(i) Clubs

(ii) Life Members

(iii) Individual Members - as defined below

(iv) Appointed Personnel - Appointed Personnel become Members only upon providing consent to membership.

(v) Other Categories: any other category or categories of membership of the Association as determined by the Board.

Individual Members

(i) Any person who agrees to be a member of the Association, completes the prescribed FBA membership form using the process described by the Board, and pays any membership fee or other fee due to the Association, shall become an Individual Member of FBA.

(ii) Players under 16 years of age

Where a player is under 16, the parent or legal guardian who completes the registration or membership process on behalf of the player shall be deemed to be the Individual Member.

(iii) Persons who are not Members unless they complete the membership process

The following people are not Members of the Association unless they complete the Individual Member process described in clause (i), or are deemed to be the Individual Member under clause (ii):

players aged 16 or over

parents or legal guardians of players aged 16 or over

parents or legal guardians of players under 16 who do not complete the registration or membership process

coaches, managers, and officials (unless appointed by F.B.A)

volunteers

supporters

any other participants or affiliates involved with FBA activities

(iv) An Individual Member and An Appointed Member have no right to vote at a General Meeting unless otherwise specified in this Constitution.

4.5 Status of Members: All categories listed in clause 4.4 are Members of the Society for the purposes of the Incorporated Societies Act 2022, regardless of whether they hold voting rights.

4.6 Clubs: In addition to the obligations as a Member under clause 4.8, each Club that is a Member will:

- (i) administer, promote, and develop Basketball in the Club in a manner that is consistent with the Purposes, this Constitution and any Bylaws;

- (ii) maintain an updated register of members and, on request, provide FBA with full access to that register, in compliance with the privacy laws;
- (iii) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in basketball;
- (iv) act in good faith with loyalty to FBA to ensure the maintenance and enhancement of FBA and basketball, and its reputation.

4.7 Life Members: Life Membership may be granted in recognition and appreciation of outstanding service by an individual to FBA. Any Member may nominate an individual by giving written notice to the Board no later than 15 December in any year. Such nomination shall include a citation of the services the nominated person has provided to the sport of basketball. If the nomination is approved by the Board, it shall recommend that life membership be accorded to the nominee by giving written notice of the nomination to the Members not less than 21 days before the AGM. Once recommended by the Board, a Life Member may be elected at the AGM by a Special Resolution . Life Members have such rights and benefits as determined by the Board and are entitled to attend and have 1 vote at General Meetings.

4.8 Member rights and obligations: Members acknowledge and agree that:

- (i) 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 BBNZ
- (ii) they are subject to the jurisdiction of FBA;
- (iii) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
- (iv) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any membership or other fees within the required time period;
- (v) if they fail to comply with sub-clause (d) the Board may terminate their membership, but the Member continues to be bound by this Constitution;
- (vi) they do not have any rights of ownership of, or the automatic right to use, the FBA's property; and
- (vii) they will promote the interests and Purposes of FBA and must not do anything to bring FBA into disrepute.

4.9 Suspension of Member: If a Member is, or may be, in breach under clause 4.6, and the Board believes it is in the best interests of FBA 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 imposing any such suspension, the Member must be given notice of the suspension.

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

4.11 Ceasing to be Member: A Member ceases to be a Member:

- (i) if an individual on death, or if a body corporate on liquidation;
- (ii) by giving notice to the Board of their resignation;

- (iii) if their membership is terminated under clause 4.8(e);
- (iv) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.

4.12 Consequences of ceasing to be a Member: A Member who ceases to be a Member under this constitution:

- (i) remains responsible to pay all their outstanding membership and other fees to FBA ;
- (ii) must return all of the FBA's property if required;
- (iii) must cease to hold themselves out as a Member of the Association;
- (iv) ceases to be entitled to any of the rights or privileges of Membership.

4.13 Becoming a member again: Any former Member may apply for re-admission in the manner prescribed for new applicants, and may be re-admitted only by resolution of the Board. But, if a former Member's membership was terminated following a disciplinary or dispute resolution process, the applicant may be re-admitted only by a resolution passed at a General Meeting on the recommendation of the Board.

4.14 Membership fees: Each year, the Board shall determine the nature and amount of membership fees payable for the financial year in which the Annual General Meeting is held. Fees are payable by each Member in the manner prescribed by the Board.

4.15 Member register: The Board will maintain an up-to-date register of Members, including each Member's name, Contact Details, and the date they became a Member. Members must notify the Association of any changes to their Contact Details. The register will be updated as soon as practicable after the Board becomes aware of any changes. The Board will also keep a record of persons who have ceased to be Members within the previous 7 years, including the date on which they ceased to be a Member. The Member Register will be maintained in the BBNZ-mandated database, and up-to-date information will be available to BBNZ as required.

5. General Meetings

5.1 AGM: An AGM of the Association shall be held once in each calendar year at such time, date and place as determined by the Board. Any other General Meeting of the Members shall be a SGM. The Annual General Meeting must be held no later than 6 months after the balance date, 31 December, of FBA. Business transacted at an AGM must follow the order contained in **Appendix B - Annual General Meeting – Minutes Template**.

5.2 Notice of proposed motions: Any notice of motion from the Board or from a Member must be received by the Executive Officer 21 days prior to an AGM in order to be considered at the meeting, unless otherwise agreed by the Board. Every notice of motion must be signed by an authorised representative of a Club.

5.3 Notice of agenda: Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least 14 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.

5.4 Method of giving notice: Primary notice of all matters required under this Constitution, including notices of General Meetings, proposed motions, agendas, and Special General Meetings, must be given by:

(i) Email to the Member's last notified email address; or

(ii) Publication on the Association's official website or Member portal.

Secondary notice may also be provided through the Association's official social media channels, but such secondary notice does not replace or override the requirement for primary notice.

A notice is deemed to have been received:

Immediately, if sent by email or published on the Association's website or Member portal

Each Member is responsible for ensuring that their contact details held by the organisation are accurate and up to date.

5.5 Calling of SGM: The Board must call a SGM if it receives a written request stating the purpose of the SGM from the Board itself; or by 75% of eligible voting Members.

5.6 Notice of SGM: Members must be given at least 14 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. A SGM may only consider and deal with the business specified in the request for the SGM.

5.7 Method of holding meeting: A General Meeting may be held by a quorum of people being assembled at the time and place appointed for the meeting, participating by audio link, audio-visual link or other electronic communication or by a combination of those methods.

5.8 Quorum: No business may occur at any General Meeting unless a quorum is present at the meeting's start time. The quorum for a General Meeting is 75% 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.

5.9 No quorum at AGM: If a quorum is not met within 30 minutes of the AGM's scheduled start time, the AGM is adjourned to a day, time and place set by the chair of the AGM. If no quorum is met at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the further AGM's scheduled start time are deemed to constitute a valid quorum.

5.10 No quorum at SGM: If a quorum is not met within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

5.11 Control of General Meetings: The Chairperson chairs General Meetings. If that person is unavailable, a Board Member (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.

5.12 Attendance: Members and any other persons invited by the Board are eligible to attend General Meetings.

5.13 Voting: The voting entitlement for each Member eligible to vote is as follows:

By voice, a show of hands, or secret ballot if requested by a Member eligible to vote

- 5.14 Voting by electronic means:** Voting by electronic means is permitted.
- 5.15 Voting by proxy:** Proxy voting is permitted. The chair of the General Meeting must receive notice of the proxy signed by the Member prior to the start of the meeting. The form of the proxy is: APPENDIX A: PROXY VOTING FORM. A Member may revoke a proxy by giving written notice to the chair before the start of the meeting.
- 5.16 Conduct of voting:** Voting is conducted by voices or a show of hands as determined by the chair of the meeting, unless a secret ballot is called for and approved by the chair or 75% of eligible voting Members or as otherwise required under this Constitution.
- 5.17 Minutes:** Minutes must be kept of all General Meetings.
- 5.18 Resolution:** An Ordinary Resolution of Members at a General Meeting is sufficient to pass a resolution, except as specified in the Act or this Constitution.
- 5.19 Resolution passed in lieu of meeting:** A resolution in writing signed or consented to by email or other electronic means by a 75% majority of Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members. The Board must ensure that all Members entitled to vote are provided with the proposed resolution and given a reasonable opportunity to consider it.

6. Board

- 6.1 Functions and powers:** Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution the Board must manage, direct or supervise the operation and affairs of FBA and has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of FBA.
- 6.2 Composition:** The Board consists of:
- (i) up to three persons appointed under clause 6.5 (Appointed Board Members).
 - (ii) up to two persons elected at the AGM under 6.6 (Elected Board Members); and
 - (iii) A majority of the Officers on the Board must be Members of the Society
- 6.3 Term of Office of Board Members: The term of office of Board Members is the following:**
- (i) Three (3) years commencing at the conclusion of the AGM at which their appointment is made and expiring at the conclusion of the third AGM after their appointment, subject to Rule 6.7 for **Appointed Board Members**; and
 - (ii) Two (2) years commencing at the conclusion of the AGM at which their appointment is made and expiring at the conclusion of the second AGM after their appointment, subject to Rule 6.7 **for Elected Board Members**.
- 6.4 Maximum Duration of Office:** Board Members may serve on the Board for:

(i) Two (2) successive terms for Appointed Board Members, serving a maximum of six (6) consecutive years.

(ii) Two (2) successive terms for Elected Board Members, serving a maximum of four (4) consecutive years.

6.5 Election and appointment of Board Members: Board Members are appointed and elected as follows:

- (i) The Appointment Panel must call for any applications for any Appointed Board Member positions, in each case that are to be vacated by a date set by the Board and if no date is set, at least 28 days before the AGM.
- (ii) Applications and nominations are made in the forms decided by the Appointment Panel and must be received by the Appointment Panel by the date set by the Board and if no date is set, at least 21 days before the AGM.
- (iii) The Appointment Panel must undertake its responsibilities as set out in the sub-clause headed “**Appointment Panel**”.
- (iv) At least 28 days before the AGM, the Appointment Panel:
 - (i) must notify the Board of the Appointed Board Member(s) who are to assume office; and
 - (ii) may notify the Board of any recommended nominations whom it considers would best suit the vacant positions of Elected Board Members for consideration at the AGM.
- (v) 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.

6.6 Election of Board Members: Board Members are elected as follows:

- (i) the Board must call for nominations for any Elected Board Member positions that are to be vacated at an AGM at least 28 days before the AGM;
- (ii) nominations are made in the form decided by the Board and must be received by the date set by the Board and if no date is set, at least 21 days before the AGM;
- (iii) the Board must give notice of the nominations to all Members at least 21 days before the AGM;
- (iv) At the AGM, if there are more nominees than the number of positions available, the election is by secret ballot, unless otherwise decided by the Chair of the General Meeting and approved by a Special Resolution of Members. If a secret ballot is held, two scrutineers must be appointed at the General Meeting to count the votes;
- (v) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (vi) 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;

- (vii) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

6.7 Appointment Panel:

- (i) There will be a Board Appointment Panel (**Appointment Panel**) comprising of the following people (each a **Panel Member**):
 - (i) 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;
 - (ii) a nominee who is independent of FBA and is experienced in governance and the functions and appointment process of board members in New Zealand, as determined by the Board;
 - (iii) a Board Member, who shall be appointed by the Board,
- (ii) A person will not be eligible to be a Panel Member or remain as a Panel Member if any of the circumstances listed in the sub-clause headed “**Disqualification**” have occurred or occur.
- (iii) 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 Basketball New Zealand.
- (iv) The convenor of the Appointment Panel is the person who is the Chair or the Board member referred to in category (i) of the composition of the Appointment Panel above.
- (v) Panel Members remain in office for the period necessary to fulfil their responsibilities in relation to each vacancy of a Board Member for which the Appointment Panel was established. A person is not eligible to serve on the Appointment Panel following the fifth anniversary of their first appointment to the Appointment Panel.
- (vi) The Appointment Panel is independent of the Board and is responsible for:
 - (i) advertising, identifying and inviting suitable candidates to apply for appointment as an Appointed Board Member;
 - (ii) 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;
 - (iii) deciding the candidates to be appointed as Appointed Board Members;
 - (iv) receiving and assessing applications from candidates for election as Elected Board Members at an AGM, including undertaking such enquiries and holding interviews and meetings as it sees fit;
 - (v) recommending to the Members at, or prior to, an AGM at which any vacancy in the positions of Elected Board Member arises, the applicant(s) whom the Appointment Panel considers would best suit the positions.
 - (vi) In determining the Appointed Board Members, and recommending persons to be Elected Board Members, the Appointment Panel will do so

based on merit and will consider the following factors about the candidate and the Board as a whole:

- (vii) prior experience as a director, trustee, officer or experience in any other governance role;
 - (viii) knowledge of, and experience in Basketball organisations generally;
 - (ix) understanding of the legal, regulatory, fiduciary and ethical obligations of Board Members;
 - (x) the desire for conflicts of interest on the Board to be minimised;
 - (xi) the desire for a wide range of knowledge, skills, and experience on the Board; and
 - (xii) the desire for diversity and inclusion on the Board.
- (vii) No Panel Member may seek to become a Board Member while a Panel Member.
 - (viii) Unless otherwise set out in this Constitution, the Appointment Panel may decide its own process.
 - (ix) The quorum for a meeting of the Appointment Panel is 3 Panel Members.
 - (x) 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.
 - (xi) 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.
 - (xii) The Board may remove any Panel Member if the Board considers, in its sole discretion, that:
 - (i) that Panel Member has a conflict of interest which has not been satisfactorily resolved to the satisfaction of the Board; or
 - (ii) there are circumstances which may give rise to a question of actual or apparent bias in the Appointment Panel's composition and/or process.
 - (xiii) Before removing any Panel Member, the Board must:
 - (i) notify that Panel Member of its proposal to remove them;
 - (ii) give that Panel Member and the other Panel Members the opportunity to make submissions on the proposed removal and the opportunity to be heard.
 - (xiv) Any vacancy in the Appointment Panel will be replaced by the person or organisation that appointed the Panel Member for which the vacancy arises.

6.8 Rotation: To ensure rotation on the Board, there must be at least one vacancy (whether by expiry of term of office, retirement or otherwise) on the Board at every AGM. If there are insufficient vacancies to give effect to this requirement the Board

shall, prior to the AGM, determine which of its members shall retire and notify the Member of this decision prior to the AGM.

6.9 Disqualification of Officers: A person is disqualified from being appointed or holding office as an Officer of the Society if they are disqualified under section 47(3) of the Act. A person is disqualified if any of the following apply:

- (a) Age: They are under 16 years of age.
- (b) Bankruptcy: They are an undischarged bankrupt.
- (c) Prohibition from management: They are prohibited from being a director or promoter, or from taking part in the management of an incorporated or unincorporated body under the Companies Act 1993, Financial Markets Conduct Act 2013, Takeovers Act 1993, or similar legislation.
- (d) Charities Act disqualification: They are disqualified under section 36C of the Charities Act 2005.
- (e) Criminal convictions (within the last 7 years): They have been convicted and sentenced for:
 - (i) an offence under subpart 6 of Part 4 of the Act;
 - (ii) a crime involving dishonesty (Crimes Act 1961);
 - (iii) an offence under section 143B of the Tax Administration Act 1994;
 - (iv) an offence under section 22(2) of the Act;
 - (v) a substantially similar offence overseas;
 - (vi) a money laundering or terrorism financing offence.
- (f) Court orders: They are subject to:
 - (i) a banning order under the Act;
 - (ii) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003;
 - (iii) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009;
 - (iv) a property order under the Protection of Personal and Property Rights Act 1988;
 - (v) a substantially similar order overseas.
- (g) Constitutional qualifications: They do not meet any additional qualifications for Officers contained in this Constitution
- (h) Employment by the Association: They are an employee of the Association.

6.10 Appointed Board Member vacancy: If a Casual Vacancy of an Appointed Board Member arises:

- (i) six (6) months or more after the last AGM, the remaining Board Members may:

- (i) refer the appointment to the Appointment Panel to fill 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;
- (ii) less than six (6) months after the last AGM, the remaining Board Members must refer the appointment to the Appointment Panel to fill with such modifications as to timing and process as it considers appropriate to fill the Casual Vacancy as soon as reasonably practicable.

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.

6.11 Elected Board Member vacancy: If a Casual Vacancy of an Elected Board Member arises, the remaining Board Members may:

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

6.12 Suspension of Board Member: If any Board Member is or may be the subject of an allegation, notice or charge described in the sub-clause headed “Disqualification” or any circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may by Special Resolution suspend the Board Member from the Board and set conditions as it requires pending the final determination of the allegation, notice, charge or circumstances. Before imposing any suspension, the Board Member must be given notice of the proposed suspension and a reasonable opportunity to respond.

6.13 Removal of Board Member:

- (i) The Board may, by Special Resolution, remove any Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:
 - (i) has seriously breached duties under this Constitution or the Act; or
 - (ii) is no longer a suitable person to be a Board Member; or
 - (iii) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring FBA or Basketball into disrepute or which may be prejudicial to the Purposes or the interests of FBA and/or Basketball if they remain as a Board Member.
- (ii) 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.
- (iii) Before considering a motion for removal, the Board Member who is the subject of the motion must be given:
 - (i) notice that a Board meeting is to be held to discuss the motion to remove the Board Member; and

- (ii) adequate time to prepare a response; and
- (iii) the opportunity prior to the Board meeting to make written submissions; and
- (iv) the opportunity to be heard at the Board meeting.

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

- (i) their term expires;
- (ii) the person resigns by delivering a signed notice of resignation to the Board;
- (iii) the person is removed from office under this Constitution;
- (iv) the person becomes disqualified from being an officer under section 47(3) of the Act;
- (v) the person dies.

7. Board meetings

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

8. Officers' Duties

An Officer:

- (i) 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 FBA;
- (ii) must exercise a power as an Officer for a proper purpose;

- (iii) must not act, or agree to FBA acting, in a manner that contravenes the Act or this Constitution;
- (iv) 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 FBA, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
- (v) must not agree to the activities of FBA being carried on in a manner likely to create a substantial risk of serious loss to FBA's creditors or cause or allow the activities of FBA to be carried on in a manner likely to create a substantial risk of serious loss to FBA's creditors;
- (vi) must not agree to FBA incurring an obligation unless the Officer believes at that time on reasonable grounds that FBA will be able to perform the obligation when it is required to do so; and
- (vii) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
 - (i) an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
 - (ii) a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
 - (iii) any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority, if the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

9. Interests

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

- (iii) 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;
- (iv) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

9.4 Calling of SGM: Despite clause 9.3, if 50% or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

9.5 Notice of failure to comply: The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure.

10. Patrons

10.1 A person may be invited by the Board to be a Patron to show their support for FBA and to help establish or maintain public credibility of FBA. A Patron is entitled to attend and speak at General Meetings but has no right to vote. A Patron is not a Member of the Association by virtue of their appointment.

11. Operations or General Manager and Executive Officer

11.1 Appointment: The Board may appoint an Operations/General Manager and may also appoint an Executive Officer, whether paid or voluntary, to support the management and administration of FBA.

11.2 Role of Operations/General Manager. The Operations/General Manager is responsible for the day-to-day operational management of FBA in accordance with this Constitution, the Bylaws, and any delegations or directions given by the Board. The Operations/General Manager reports directly to the Board.

11.3 Role of Executive Officer: The Executive Officer supports the Board and the Operations/General Manager by carrying out administrative, governance, or operational tasks as directed by the Board or the Operations/General Manager, within any delegated authority.

11.4 Board involvement: The Operations/General Manager and the Executive Officer may attend Board meetings when requested by the Board but have no voting rights. They may be excluded from any part of a meeting where matters relating to their performance, engagement, or remuneration are being considered. The Board will also extend speaking rights to the Operations/General Manager and the Executive Officer when required.

12. Finances

12.1 Control and management of finances: The funds and property of FBA are controlled, invested and disposed of by the Board, subject to this Constitution; and devoted solely to the promotion of the Purposes.

12.2 Balance date: FBA's balance date is 31 December or on the date as the Board decides.

- 12.3 Review of financial statements:** FBA'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.
- 12.4 Auditor:** The Board shall appoint an independent auditor to examine and audit the books and accounts of the Association and report on these at the AGM if and when required (and as otherwise required by the Board).
- 12.5 No personal benefit:** The Officers and Members may not receive any distributions of profit or income from FBA. This does not prevent Officers or Members:
- (i) receiving reimbursement of actual and reasonable expenses incurred, or
 - (ii) 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 FBA in respect of payments or transactions between it and them, their direct family or any associated entity.

13. Indemnity and insurance

- 13.1 Indemnity:** FBA indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.
- 13.2 Insurance:** With the prior approval of its Board, FBA may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.
- 13.3 Indemnity for Officers:** FBA 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:
- (i) 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
 - (ii) costs incurred by the Officer for any claim or proceeding relating to that liability.
- 13.4 Limitation:** Nothing in this clause permits FBA to indemnify or insure an Officer for conduct for which indemnification or insurance is prohibited under the Act.

14. Amendments

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

15. Bylaws & Integrity

- 15.1 The Board may make and amend Bylaws for the conduct and control of FBA's activities and codes of conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Purposes, the Act and any other laws. All Bylaws are binding on FBA and the members.
- 15.2 Definition: In this clause 15.2 Integrity Code means an integrity code issued by the Integrity Sport and Recreation Commission under section 19 of the Integrity Sport and Recreation Act 2023.
- 15.3 Integrity Code binding: If BBNZ adopts an Integrity Code, FBA is bound by the Integrity Code.
- 15.4 Application to Members: If BBNZ adopts an Integrity Code, all Members of FBA agree to the application of the Integrity Code to them and agree to be bound by it and must include a similar clause in their constitutions to bind their members

16. Dispute resolution

Meanings of dispute and complaint

A dispute is a disagreement or conflict involving the **Society** and/or its **Members** in relation to specific allegations set out below.

The disagreement or conflict may be between any of the following persons—

1. 2 or more **Members**
2. 1 or more **Members** and the **Society**
3. 1 or more **Members** and 1 or more **Officers**
4. 2 or more **Officers**
5. 1 or more **Officers** and the **Society**
6. 1 or more **Members** or **Officers** and the **Society**.

The disagreement or conflict relates to any of the following allegations—

1. a **Member** or an **Officer** has engaged in misconduct
2. a **Member** or an **Officer** has breached, or is likely to breach, a duty under the **Society's Constitution** or bylaws or the **Act**
3. the **Society** has breached, or is likely to breach, a duty under the **Society's Constitution** or bylaws or the **Act**
4. a **Member's** rights or interests as a **Member** have been damaged or **Member's** rights or interests generally have been damaged.

A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that—

1. states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Society's Constitution**; and
2. sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and

3. sets out any other information or allegations reasonably required by the **Society**.
The **Society** may make a complaint involving an allegation against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—

1. states that the **Society** is starting a procedure for resolving a dispute in accordance with the **Society's Constitution**; and
2. sets out the allegation to which the dispute relates.

The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

A complaint may be made in any other reasonable manner permitted by the **Society's Constitution**.

All **Members** (including the **Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Society's** activities.

The complainant raising a dispute, and the **Committee**, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

How a complaint is made

1. A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that—
 1. states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Society's Constitution**; and
 2. sets out the allegation or allegations to which the dispute relates and whom the allegation is against; and
 3. sets out any other information reasonably required by the **Society**.
2. The **Society** may make a complaint involving an allegation or allegations against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that—
 1. states that the **Society** is starting a procedure for resolving a dispute in accordance with the **Society's Constitution**; and
 2. sets out the allegation to which the dispute relates.
2. The information given under subclause (1b.) or (2b.) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
3. A complaint may be made in any other reasonable manner permitted by the **Society's Constitution**.
- 4.

Person who makes complaint has right to be heard

1. A **Member** or an **Officer** who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
2. If the **Society** makes a complaint—

1. the **Society** has a right to be heard before the complaint is resolved or any outcome is determined; and
2. an **Officer** may exercise that right on behalf of the **Society**.
3. Without limiting the manner in which the **Member**, **Officer**, or **Society** may be given the right to be heard, they must be taken to have been given the right if—
 1. they have 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 decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 3. an oral hearing (if any) is held before the decision maker; and
 4. the **Member's**, **Officer's**, or **Society's** written or verbal statement or submissions (if any) are considered by the decision maker.
- 5.

Person who is subject of complaint has right to be heard

1. This clause applies if a complaint involves an allegation that a **Member**, an **Officer**, or the **Society** (the 'respondent')—
 1. has engaged in misconduct; or
 2. has breached, or is likely to breach, a duty under the **Society's Constitution** or bylaws or this **Act**; or
 3. has damaged the rights or interests of a **Member** or the rights or interests of **Members** generally.
2. The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
3. If the respondent is the **Society**, an **Officer** may exercise the right on behalf of the **Society**.
4. Without limiting the manner in which a respondent may be given a right to be heard, 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 held); and
 3. an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 4. an oral hearing (if any) is held before the decision maker; and
 5. the respondent's written statement or submissions (if any) are considered by the decision maker.

Investigating and determining dispute

1. The **Society** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its **Constitution**, ensure that the dispute is investigated and determined.
2. Disputes must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

Society may decide not to proceed further with complaint

Despite the 'Investigating and determining dispute' rule above, the **Society** may decide not to proceed further with a complaint if—

1. the complaint is considered to be trivial; or
2. the complaint does not appear to disclose or involve any allegation of the following kind:
 1. that a **Member** or an **Officer** has engaged in material misconduct;
 2. that a **Member**, an **Officer**, or the **Society** has materially breached, or is likely to materially breach, a duty under the **Society's Constitution** or bylaws or the **Act**;
 3. that a **Member's** rights or interests or **Members'** rights or interests generally have been materially damaged;
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 the **Constitution**; or
6. there has been an undue delay in making the complaint.

Society may refer complaint

1. The **Society** may refer a complaint to—
 1. a subcommittee or an external person to investigate and report; or
 2. a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.
2. The **Society** may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).
3. Any person appointed to investigate or determine a complaint must comply with the natural justice requirements set out in this Constitution.

Decision makers

A person may not act as a decision maker in relation to a complaint if 2 or more members of the **Committee** or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be— impartial; or able to consider the matter without a predetermined view.

17. Liquidation and removal

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

- (i) to appoint a liquidator;
- (ii) to remove FBA from the Register of Incorporated Societies; or
- (iii) for the distribution of FBA's surplus assets.

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

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

17.3 Surplus assets: Upon winding up, any surplus assets of the FBA, after payment of all costs, debts and liabilities, must be distributed to one or more not-for-profit organisations that are charitable under New Zealand law and whose purposes are similar to those of the FBA.

18. Matters not provided for

Interpretation and unprovided-for matters: 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 regarding their interpretation, the Board will determine the matter or dispute. The Board must make such determinations in good faith and in a manner consistent with the purposes of the FBA.

19. Laws of Basketball

FIBA: The laws of basketball shall be set down and interpreted from time to time by the Federation Internationale de Basketball Amateur ("FIBA") and BBNZ and must be observed by the Association and all Members. All competitions held by, or on behalf of, the Association shall be carried out in accordance with the BBNZ Regulations and other policies, rules and procedures issued by BBNZ.

20. Common Seal

Franklin Basketball Association will have a common seal that must be kept in the custody of **the Executive Officer**.

The common seal may be affixed to any document:

- (i) by resolution of the **Committee**, and must be countersigned by 2 **Officers** or
- (ii) by such other means as the **Committee** may resolve from time to time.

21. Transition

21.1 This clause facilitates the transition of the FBA from its previous constitution to this Constitution. If there is any inconsistency between this clause and any other clause in this Constitution, this clause prevails to the extent of the inconsistency.

21.2 Power of Board during transition period: Subject to the Act, the Board may amend any procedural requirement or any date by which this Constitution requires an action to be taken. This power may be exercised only for the purpose of enabling an orderly transition from the previous constitution to this Constitution, or to correct any unintended consequences arising from differences in wording. This clause applies for a period of 12 months from the date this Constitution takes effect,

21.3 Transition of Board Members:

(i) **Continuation of existing Board Member:** The Board Members holding office immediately before the adoption of this Constitution will continue in office until the

next Annual General Meeting, unless they earlier resign or are otherwise removed in accordance with this Constitution.

(ii) **Establishment of rotation system:** To establish the rotation of Board Members required under this Constitution:

- At the first Annual General Meeting following adoption of this Constitution, **2** Board Members must retire.
- At the second Annual General Meeting, **2** Board Members must retire (but may stand for re-election).
- Thereafter, the standard rotation provisions in this Constitution apply.

(iii) Counting previous terms

For the purpose of applying any maximum term limits under this Constitution previous terms served under the former constitution will count.

22. APPENDIX A - PROXY VOTING FORM:

FRANKLIN BASKETBALL ASSOCIATION PROXY VOTING FORM.

For Use at a General Meeting (Annual or Special)

Name of Member: _____

I, the undersigned Member, hereby appoint the following person as my proxy:

Name of Proxy: _____

Voting Category of Proxy - Club / Board Member / Life Member. If a club please state which club: _____

1. Direction on How the Proxy Must Vote

Please indicate your voting instructions for each motion.

You may either:

- cast a **specific vote**, or
- grant **authority for the proxy to decide** how to vote on your behalf.

Motion 1: Enter as many motions that apply

- For**
- Against**
- Abstain**
- Proxy to decide**

2. Member Declaration

I confirm that:

- this proxy is appointed **by notice in writing** on this prescribed form;
- I have signed this form as required;
- I direct my proxy to vote as indicated above; and
- I understand that this completed form must be returned to the Executive Officer (or nominee) **not less than one hour before** the scheduled commencement of the General Meeting.

Signature of Member: _____

Date: _____

3. Submission Instructions

This completed form must be delivered to the **Executive Officer** (or his/her nominee) **no later than one hour before** the scheduled start of the General Meeting.

Accepted delivery methods (as determined by the Board):

- Email: board@franklinbasketball.org.nz
- Physical delivery: Franklin Basketball Association % Executive Officer, Jo Johnson, 29 Franklin Road, Pukekohe, 2120.

23. Appendix B - Annual General Meeting – Minutes Template:

1. Meeting Details

Franklin Basketball Association - Annual/Special General Meeting

Date: _____

Time: _____

Location: _____

2. Attendance

Chairperson: _____

Secretary: _____

Board Members Present:

Clubs Present:

Life Members Present:

Apologies:

Visitors Present:

Quorum Met? Yes / No

3. Confirmation of Previous Minutes

Minutes of the previous AGM and any SGM held since the previous AGM

Previous AGM date: _____

SGM(s) held (if any): _____

Motion: That the minutes be confirmed as a true and accurate record.

Moved by: _____ Seconded by: _____

Outcome: Carried Not Carried

Notes / Amendments:

4. Board Report

Board's report for the financial year ending 31 December

Report presented by: _____

Summary of key points:

Motion: That the Board's report be received.

Moved by: _____ Seconded by: _____

Outcome: Carried Not Carried

Comments:

5. Elections

Vacancies in Board Member positions and/or Patron

Positions declared vacant:

Nominations received:

Elected individuals:

Notes:

6. Notices of Motion

Motions submitted in accordance with Clause 5.2

For each motion:

Motion:

Moved by: _____ Seconded by: _____

Outcome: Carried Not Carried

Discussion notes:

(Repeat section as needed)

7. Other Business

Any other business the AGM deems appropriate

8. Meeting Closure

Meeting closed at: _____

24. Appendix C - Notice of Interests Template:

1. Officer Details

Name of Officer:

Position/Role:

Date of Disclosure:

2. Title/Description of Matter:

Date Officer Became Aware of Interest:

3. Nature and Extent of the Interest:

Monetary Value (if quantifiable):

Additional Notes:

4. Officer's Declaration

I declare that the information provided above is true and complete to the best of my knowledge. I understand that I must not participate in Board discussions, decisions, or documentation relating to this matter unless all non-interested Board Members consent.

Signature of Officer:

Date:

5. Board Consideration

Non-Interested Board Members Present:

Quorum Achieved:
 Yes No

Consent of all non-interested Board Members for the Officer to:

- Participate in discussion:
 Yes No
- Vote or take part in decision-making:
 Yes No
- Sign documents relating to the Matter:
 Yes No

Restrictions (if consent not unanimous):

Is 50% or more of the Board interested in this matter?

If yes, SGM required. Date SGM Called:

6. Board Decision on the Matter

Outcome/Resolution:

Date of Decision:

Officer Present During Decision:
 Yes No

7. Compliance Notes

Any failure to comply with disclosure obligations identified?
 Yes No

Details of Failure:

Members Notified:
 Yes No

Date of Notification:

8. Register Entry Completion

Recorded by (Name/Role):

Date Entered into Register:

Reviewed by Chair:

Date of Review: