

Fencing New Zealand Incorporated Constitution

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PART I - Objects and Powers

1. Name and Registered Office

- 1.1 The name of the incorporated society is Fencing New Zealand Incorporated (hereafter referred to as “The Association” or “Fencing NZ”).
- 1.2 The registered office of Fencing NZ shall be at such a place as determined by the Board from time to time.

2. Objects

The objects of Fencing NZ are to

- 2.1 Be the lead body for the sport of Fencing in New Zealand to promote, develop, enhance and protect high performance, competitive and recreational fencing for the general public in New Zealand;
- 2.2 Be an organization which any person with an interest in fencing can be a part of and promote membership of Fencing NZ.
- 2.3 Promote and encourage participation in fencing by individuals of all ages and abilities (whether as a member or otherwise) including promoting and developing opportunities and programmes to enable, encourage and enhance the participation, enjoyment and performance in fencing in New Zealand;
- 2.4 Develop, co-ordinate and manage high performance programmes for the members of Fencing NZ;
- 2.5 Promote, support, assist and build the capability of members to deliver competitive and recreational fencing in New Zealand;
- 2.6 Act in good faith and loyalty with members to ensure the promotion and enhancement of fencing in New Zealand including its standards, quality and reputation for the collective and mutual benefit of Fencing NZ and members;
- 2.7 Encourage, promote and regulate fencing as a sport and activity to be undertaken in a manner which upholds the principles of fair play;
- 2.8 In conjunction with Regional Coordinators and clubs affiliated to the Association, promote fencing in New Zealand as an integral and sustainable part of sport participation, health promotion, and development of education, recreation, sport and fitness;
- 2.9 Establish, promote, develop and coordinate international, national, regional and other fencing competitions and events;

- 2.10 Encourage the development of the sport of fencing in its broadest sense;
- 2.11 Make available and enforce the Rules of Fencing as enacted by FIE and adopted by Fencing New Zealand;
- 2.12 Maintain and enhance the reputation of fencing and Fencing NZ through the development of rules, standards and practices that fulfill these Objects;
- 2.13 Give and seek recognition for individuals to obtain awards or public recognition for their services to fencing and/or Fencing NZ.
- 2.14 Encourage and advocate for the development of facilities for all fencers
- 2.15 Advocate for all fencers and organizations who participate in fencing to promote the interests of all fencers and to communicate and advocate those interests to government and other central and local authorities and to the public;
- 2.16 Be the member federation representing New Zealand on the FIE and be a member of and/or cooperate with other fencing bodies internationally; and
- 2.17 Be the National Sporting Organisation for the sport of fencing in New Zealand and point of contact for FIE, Commonwealth Fencing Federation and Oceania Fencing Confederation and other international fencing organisations and contact point for fencing with Sport New Zealand, High Performance Sport NZ, Women in Sport Aotearoa, Drug Free Sport NZ, New Zealand Olympic Committee and the Sports Tribunal of New Zealand.

3. Powers

Fencing NZ has the power, subject to this Constitution to do the following:

- 3.1 Make, alter, rescind or enforce this constitution, and any rules, regulations, policies and procedures for the governance, management and operation of Fencing NZ;
- 3.2 Determine its membership including withdrawing, suspending, or terminating members;
- 3.3 Purchase, lease, hire or otherwise acquire, hold, manage, maintain, insure, sell or otherwise deal with property and other rights, privileges and licenses;
- 3.4 Control and raise money including borrow, invest, loan, or advance monies and secure the payment of such money by way of mortgage or charge over all or part of any of its property and enter into guarantees;
- 3.5 Sell, mortgage, charge or otherwise dispose of any property as it considers appropriate;
- 3.6 Determine, raise and receive money by subscriptions, donations, fees , levies, entry or usage charges, sponsorship, government funding, community

and/or trust funding, or otherwise;

- 3.7 Produce, develop, create, license and otherwise exploit, use and protect the property of Fencing NZ, including intellectual property;
- 3.8 Enter into, manage, and terminate contracts or other arrangements with employees, sponsors, members and other persons and organizations;
- 3.9 Make, alter, rescind or enforce rules for fencing competitions consistent with the rules of the FIE;
- 3.10 Determine, implement and enforce disciplinary, disputes and appeal rules, regulations, policies and procedures (including those which impose sanctions and penalties) and establish or appoint any tribunals, committees, or other persons to hear and determine such matters;
- 3.11 Organize and manage internal and national fencing events and programmes, consistent with the rules of the FIE;
- 3.12 Select national and other representative Fencing NZ squads, teams, athletes and officials;
- 3.13 Assign or delegate functions to and/or enter into agreements with government organisations including Sport New Zealand, the Sports Tribunal, and Drug Free Sport New Zealand;
- 3.14 Delegate powers of Fencing NZ to the Board, any sub-committee, or other person in accordance with this constitution;
- 3.15 Establish, maintain and have an interest in corporate or other entities to carry on and conduct all or any part of the affairs of Fencing NZ and for that purpose to utilize any of the assets of or held on behalf of Fencing NZ;
- 3.16 Purchase or otherwise acquire all or any part of the property, assets and liabilities of any one or more companies, institutions, incorporated societies, or organizations whose activities or objects are similar to those of Fencing NZ or with which Fencing NZ is authorized to amalgamate or generally for any purpose designed to benefit Fencing in New Zealand; and
- 3.17 Do any other acts or things that are incidental to or conducive to the attainment of the Objects.

PART II – Membership

4. Members

All persons who participate in any Fencing NZ activity must be members of the Association, except where the activity is part of an outreach programme. The members of Fencing NZ shall be:

- 4.1 **Individual Members:** Any person who participates or who wishes to participate or have an interest in the sport of fencing (whether as a competitor, club member, manager, or in any other capacity) and has been accepted as an Individual member in accordance with this Rule will:
- 4.1.1 Acknowledge and agree that this Constitution constitutes a contract with Fencing NZ and that they are bound by this Constitution and any formal policies as adopted from time to time by Fencing NZ;
 - 4.1.2 Comply with and observe this Constitution, formal policies and reasonable resolution or determination of the Board;
 - 4.1.3 Recognise this Constitution and formal policies are made in the pursuit of a common object, namely the mutual and collective benefit of Fencing NZ and its members and the sport of fencing in New Zealand;
 - 4.1.4 Be bound by, and comply with and observe, the FIE Constitution and FIE rules, procedures, or policies;
 - 4.1.5 Pay such membership subscription and any other fees or charges as required from time to time by Fencing New Zealand;
 - 4.1.6 Act in good faith to Fencing NZ and not knowingly do anything that would adversely affect the strategies, standards, quality and reputation of Fencing NZ, and/or fencing in New Zealand;
 - 4.1.7 Be entitled to all the rights, benefits, advantages and privileges conferred by this Constitution.
- 4.2 **Associate Members:** Any person who is particularly interested in promoting and supporting Fencing NZ but who does not wish to actively participate in competition or Fencing New Zealand programmes may be accepted as an Associate Member of Fencing New Zealand and the provisions of this Constitution relating to Individual Members (Rule 4.1) shall apply to Associate Members and such persons may include coaches, referees or persons with demonstrated administration or management skills.
- 4.3 **Life Members:** Any existing or past member of Fencing NZ whose service is deemed to have been outstanding may, following nomination by the Board or two individual financial members, be proposed for election in terms of this Rule as a Life Member and the provisions of this Constitution relating to Individual Members (Rule 4.1) shall apply to Life Members.
- 4.3.1 The election of Life Members may occur at the Annual General Meeting or a Special General Meeting (Rule 41).
- 4.4 **Patron:** The Board may at its discretion, appoint a patron/s or vice patron/s for such a period as deemed necessary or considered appropriate and such Patron(s) or Vice Patron(s) as appointed under this Rule shall only be eligible to vote if they are Individual, Associate or Life Members under Rules 4.1, 4.2, or 4.3.

- 4.5 **Junior Members:** Any person under the age of 16 years but such Junior Members shall have no voting rights nor be entitled to hold any office.
- 4.6 **Honorary Members:** Any person may, at the discretion of the Board and in recognition of their interest, commitment and/or contribution to the sport of Fencing be granted Honorary Membership and Honorary Membership may apply for such period as the Board deem appropriate and Honorary Members shall have no voting rights nor be entitled to hold any office.

5. List and Notices to Members

- 5.1 **List of Members:** A list of all members, identified by membership type, shall be maintained by the Board in accordance with the law and this Constitution (Rule 32.2.5)
- 5.2 **Notices to Members:** Notices as required by this Constitution and other communication shall be forwarded to all members as the Board considers appropriate.

6. Duration of Membership

- 6.1 The duration of membership for Individual, Associate, and Junior members is the period commencing on the date that Fencing NZ accepts the application for membership and ending at the expiry of the current financial year (Rule 10.1) and shall be renewed on an annual basis, provided that Rule 11.1 (Payment of Membership Fees) is complied with.
- 6.2 The membership duration requirements for Honorary Members shall be determined by the Board at the time such membership is granted.

7. Member's Rights and Entitlements

- 7.1 All Individual, Associate and Life members are entitled to:
- 7.1.1 Participate in events and activities of Fencing NZ provided they are eligible for, and comply with, the terms and conditions of such activities and events;
 - 7.1.2 Communicate directly with, and receive communications directly from Fencing NZ;
 - 7.1.3 Receive any specific membership benefits offered from time to time subject to any additional rules, conditions, or fees determined by Fencing NZ;
- 7.2 In addition to the entitlements in Rule 7.1 an Individual, Associate or Life Member may:
- 7.2.1 Attend (at their cost), speak, and vote (whether in person or otherwise as specified in this Constitution) at General Meetings;

- 7.2.2 Nominate candidates for election;
- 7.2.3 Submit resolutions and items for discussion and consideration at General Meetings;
- 7.2.4 Request that the Secretary General call an SGM in accordance with Rule 41.6

8. Resignation and Breach

8.1 **Resignation by Members:** Any member may resign their membership of Fencing NZ with immediate effect by giving written notice to Fencing NZ unless:

8.1.1 The member owes any membership or other fees to Fencing NZ; and/or

8.1.2 Written notice has been given of an alleged breach under Rule 8.3 in which case membership shall not terminate until such fees have been paid and/or the disciplinary matter has been finally determined or resolved.

8.2 **Default in Fees by Members:** A member shall have their membership of Fencing NZ terminated if any membership or other fees or other payments to Fencing NZ are due and outstanding. Before such termination can occur Fencing NZ must give the member written notice specifying the payment(s) due and demanding payment by a due date, being not less than seven (7) days from the date of the demand. If payment is not made by the due date, membership shall be suspended pending payment. If such suspension continues for a further thirty (30) days, the member shall have their membership automatically terminated on the expiry of such period.

8.3 **Breach by Individual Members:** If the Board considers that a member has:

8.3.1 Failed to comply with a provision of this Constitution, a written agreement between a member and Fencing NZ, or any reasonable resolution or determination of the Board; or

8.3.2 Acted in a manner unbecoming of a member or prejudicial to the Objects or interests of Fencing NZ and/or fencing; or

8.3.3 Brought Fencing NZ or the sport of fencing into disrepute; then

The Board may after consideration, deal with the alleged breach in accordance with this Constitution and in terms of the principles of natural justice or the Board may either itself or by referral to a committee, undertake an investigation and/or hold a hearing to determine the alleged breach (which process shall comply with the principles of natural justice) and impose any sanction or penalty as it considers appropriate in its discretion.

9. Suspension & Termination of Membership

- 9.1 **Suspension:** If a member is, or may be, in breach under Rule 8.3, and the Board believes it is in the best interests of Fencing NZ to do so, the Board may suspend the member pending determination of the matter in accordance with this Constitution, provided that before invoking any such suspension, the member shall be given notice of the alleged breach and the proposed suspension and the right to be heard.
- 9.2 **Consequences of Suspension:** If a member is suspended from membership of Fencing NZ and until such time as the matter is resolved or determined, the member, shall:
- 9.2.1 Not be entitled to attend, speak or vote at a General Meetings;
- 9.2.2 Not be entitled to any other privileges or benefits to which they would otherwise be entitled; and
- 9.2.3 Not be entitled to hold office in any position within Fencing NZ;
- 9.3 **Termination:** Subject to Rule 8.3, the Board may terminate the membership of a member by Special Resolution after the member concerned has been given the right to be heard prior to the meeting at which the proposed resolution is put.
- 9.4 **Consequences of Resignation or Termination:** A member who ceases to be a member of Fencing NZ (either by resignation or termination) shall forfeit all rights in and claims upon Fencing NZ and its property and shall not use any property of Fencing NZ including its Intellectual Property. Fencing NZ is not liable to reimburse or refund any membership or other fees paid by a member to Fencing NZ upon termination of membership.
- 9.5 **Reinstatement:** If a member has had membership of Fencing NZ suspended and the suspension period has not expired; or terminated, the member may seek to have their membership reinstated by Special Resolution made by the Board.

PART III – Financial

10. Financial Year and Transaction Records

- 10.1 The financial year of Fencing NZ will be from 1 January to 31 December annually.
- 10.2 All moneys received on account of Fencing NZ shall be deposited to the credit of Fencing NZ at its bank/s within reasonable time of receipt.
- 10.3 No members shall incur liability for Fencing NZ without the prior consent of the Board

- 10.4 The payment of all accounts rendered to Fencing NZ shall be made by cheque or electronic banking and all accounts so paid shall be ratified for payment by the Board.
- 10.5 A statement of Income and Expenditure for each period of one year, ending 31 December, and a Balance Sheet setting out assets and liabilities as at that date, shall be compiled, duly reviewed and circulated to members.

PART IV – Subscriptions and Fees

11. Membership and Other Fees

- 11.1 **Membership Fees:** The Board may set membership fees payable by the different categories of members and if it does so, it shall determine the nature and amount of any membership fee or fees payable, including the manner for payment of such fees.
- 11.2 **Other Fees:** The Board may set any fees for specific purposes in addition to those specified in Rule 11.1 that are payable by members and other participants at events and activities held by or under the auspices of Fencing NZ.
- 11.3 **Annual Membership Fees:** Prior to 30 November the Board shall determine the annual fees due for payment by the different membership categories for the next financial year. The annual fees shall become due on 1 January for payment on or before 31 March.
- 11.4 **Payment of Fees:** In order to receive or continue to receive entitlements, members must meet all of the requirements of membership set out in this Constitution or as otherwise decided by the Board.
- 11.5 **Record of Payment of Fees:** The Board shall maintain a register of all fees received by Fencing NZ.
- 11.6 **Final Reminder:** Should annual membership fees not be paid by 31 March the Board shall send a final reminder to members whose subscription has not been received stating that the fee is now in arrears and if not received by 30 June they will be deemed to have resigned from Fencing NZ.
- 11.7 **Reimbursement of Fees Paid:** The Board may in exceptional circumstances remit any part of the fees paid by any member, and ensure that the reasons for decisions on remittances are recorded and retained for public scrutiny.

PART V – Management

12. General Purpose of Board

The affairs of Fencing NZ shall be managed by a Board, which will have full responsibility for the management and organisation of Fencing NZ, and without limiting the powers of the Board its responsibilities shall include:

- 12.1 Governance responsibility for Fencing NZ, subject to this Constitution, and doing all things that are expressly required to be undertaken by Fencing NZ.
- 12.2 Using the funds of Fencing NZ as are necessary or proper in payment of costs and expenses in carrying out the purpose and objectives of Fencing NZ
- 12.3 Keeping the public and members of Fencing NZ aware of the objectives and work of Fencing NZ by all suitable means.
- 12.4 Investing monies from time to time in such forms of investments as are authorized for investment of monies held in trust by and for Fencing NZ
- 12.5 Doing all such lawful acts and things as in the opinion of the Board may be incidental or conducive to the attainment of any projects approved by The Board.

13. Composition of the Board

The Board shall comprise:

- 13.1 Five (5) persons being Members under Rules 4.1 and 4.2
- 13.2 Four (4) persons being Members under Rules 4.1 and 4.2, elected as provided for under Rule 35.3 (Regional Fencing Coordinators)

14. Election of Board Members

The Elected Members of the Board as provided for in Rule 13 shall be as follows:

- 14.1 One Individual Member elected in accordance with Rule 19, who shall be the President (Rule 32.1) to hold the office for a term up to four (4) years who shall be eligible for re-election for further terms each of up to four (4) years;
- 14.2 One Individual member who shall be elected at a general meeting and may be appointed by the Board (Rule 32.2) to hold the office of Secretary General of Fencing NZ for a term of up to four (4) years who shall be eligible for re-election for further terms each of up to four (4) years;
- 14.3 Two Individual Members to be elected at a General Meeting to hold office or Two (2) years and shall be eligible for re-election for further terms each of up to four (4) years.

- 14.4 Four (4) persons being Individual Members elected as Board members in the terms of Rule 35.3 (Regional Fencing Coordinators) shall hold such office for so long solely as they have been elected as Chairperson of their respective Regional Committee.

15. Criteria for Board Members

Members referred to in Rule 13 shall be Individual Members nominated for election as Board Members having demonstrated an understanding of this Constitution and be experienced and committed to issues relating to fencing in New Zealand

16. Ineligibility For Board

The following persons shall not be eligible for appointment, election, or to remain in office as a Board member:

- 16.1 **Non-Resident:** a person who is not a New Zealand resident for at least 6 months in each calendar year;
- 16.2 **Bankrupt:** a person who is an undischarged bankrupt or is subject to a condition not yet fulfilled or any order under the Insolvency Act 1967, or any equivalent provisions under any previous or replacement legislation;
- 16.3 **Conviction:** a person who has been convicted of any offence punishable by a term of imprisonment of two or more years (whether or not a term of imprisonment is imposed) unless that person has obtained a pardon or has served the sentence imposed on them;
- 16.4 **Disqualified Director:** a person who is prohibited from being a director or promoter of or being concerned or taking part in the management of a company under the Companies Act 1993 or the Charities Act 2005 including any equivalent provisions under any previous or replacement legislation;
- 16.5 **Property Order:** a person who is subject to a property order made that the person is lacking in competence to manage their own affairs under the Protection of Personal and Property Rights Act 1988, or any equivalent provisions under any previous or replacement legislation; and/or
- 16.6 **Disrepute:** a person who is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring Fencing NZ or fencing into disrepute or which may be prejudicial to the objects or the interests of Fencing NZ and/or fencing if he or she were appointed, elected or to remain in office.
- 16.7 **General:** If any of the circumstances 16.1 to 16.6 above occur to a Board Member, that Board member shall be deemed to have vacated his or her office upon such circumstance. This rule does not limit the right to suspend a Board member under Rule 22.

17. Effective Date

The term of office for Board members shall be effective from the date of election or other appointment.

18. Powers of the Board

Without limiting the generality of the purpose of the Board as specified in Rule 12, the Board shall in accordance with this Constitution, as it considers necessary carry out the following:

- 18.1 Delegate in writing such authority the Board may decide from time to time to any specified Board Member;
- 18.2 Adopt and regularly review a strategic plan for Fencing NZ, which shall include goals and objectives for Fencing in New Zealand and measures for short and long term success;
- 18.3 Adopt and regularly monitor and review an annual plan and budget, including a programme for New Zealand national and regional tournaments;
- 18.4 Make, repeal and amend any formal policies and procedures as it thinks appropriate, provided such policies and procedures are not inconsistent with this Constitution;
- 18.5 Make, repeal and amend policies for the control of any competitions or events under its jurisdiction including conditions of entry outside the FIE's jurisdiction;
- 18.6 Monitor the performance of Regional Committees and, as necessary, request a Regional Committee to ensure it adheres to the Rules of Fencing NZ and this Constitution;
- 18.7 Establish such sub-committees or persons as it considers appropriate to undertake specific duties and to delegate such powers and responsibilities as it considers appropriate;
- 18.8 Control expenditure and raise any money to assist in fulfilling the objects;
- 18.9 Approve the criteria and procedures to apply in respect of the appointment of coaches, selectors, managers and other officials of high performance and related fencing squads and teams;
- 18.10 Ensure that Fencing NZ has in place all the necessary internal reporting systems and controls together with the means of monitoring performance and results;
- 18.11 Open and operate in the name of Fencing NZ such bank accounts as deemed necessary;
- 18.12 Establish such corporate and other entities to carry on and conduct all or any part of the affairs of Fencing NZ that is considered by the Board to be capable of directly or indirectly benefiting Fencing NZ;

- 18.13 Engage, contract or otherwise agree to obtain the assistance or advice of any person or organisation for the Board;
- 18.14 Approve the yearly calendar for international, national and regional high performance and competitive competitions and events in New Zealand or otherwise;
- 18.15 Discipline members in accordance with this Constitution and formal policies;
- 18.16 Fill any casual vacancy on the Board;
- 18.17 Call general meetings;
- 18.18 Review its own processes and effectiveness; and
- 18.19 Resolve and determine any disputes or matters not provided for in this Constitution or formal policies in such manner as it reasonably considers appropriate

19. Election of the Board

- 19.1 The Board of Fencing NZ shall be elected from nominations received from Individual, Associate and Life Members who are financial as of the date nominations must be submitted by.
- 19.2 The election of Board members, except for Regional Coordinators (Rule 14.4) and the Treasurer, shall be achieved by ballot with voting counted and announced at the Annual General Meeting.
- 19.3 Nominations for candidates for election to the Board must be received by the Secretary General not less than thirty (30) days prior to the Annual General Meeting
- 19.4 Nominations shall be in writing and shall show the names, addresses and signatures of the candidate, proposer and seconder, all of whom must be current financial members of the Fencing NZ. Nominations may be made for more than one position. Each nomination submitted must be accompanied by brief background notes limited to not more than 200 words on the nominee and specifically, a history of their involvement in Fencing New Zealand.
- 19.5 If there is more than one nomination for each of the Board member positions to be determined at an Annual General Meeting, the Secretary General shall cause a ballot form to be prepared, setting out the names in alphabetical order of the candidates for each position. The ballot form or link to the electronic voting ballot, together with the background notes on candidates, shall be sent to each financial member of Fencing NZ at least fourteen (14) days prior to the date of the Annual General Meeting. The ballot will be conducted in such form that scrutineers shall be able to confirm that each member has voted no more than once.

- 19.6 The closing date for ballots must be clearly stated on the ballot notification and form. The President shall appoint two scrutineers who are not themselves candidates for election. The scrutineers shall be given access to the ballot form and shall announce the result of the ballot.
- 19.7 Each member shall have indicated the name of the candidate or candidates for whom they desire to vote on the ballot paper. The highest polling candidate or candidates shall be declared elected.
- 19.8 Should votes be cast for a greater number of persons than there are vacancies the ballot paper shall be invalid.
- 19.9 Should any person be elected to a position any votes for that person for any subsequent positions shall be declared null and void. In determining the result of any ballot, the scrutineers shall have regard only to the votes cast on that particular ballot. The scrutineers shall declare invalid any vote not received on an official ballot paper.
- 19.10 At the completion of counting, the scrutineers shall provide the President with the results of the ballot including the numbers of votes recorded for each candidate
- 19.11 In the case of an equality of votes, a secret ballot of those present at the meeting shall decide the matter

20. Vacancies on the Board

- 20.1 The Board may act notwithstanding any vacancy in its body until such time as the vacancy is filled.
- 20.2 A casual vacancy arises if:
 - 20.2.1 A Board Member resigns from office prior to the expiry of their term of office;
 - 20.2.2 A Board Member dies;
 - 20.2.3 A Board member is removed under Rule 23;
 - 20.2.4 A Board Member is absent from more than two successive meetings unless prior leave of absence is granted by the President/Chairperson; or
 - 20.2.5 Any of the circumstances relating to inelegibility apply, or in the case of disrepute that disrepute is determined to have occurred.

21. Disrepute by Board Member

Without limiting Rule 12, if the Board considers, upon reasonable enquiry,

that a Board Member may bring or has brought fencing and/or Fencing NZ into disrepute, the Board shall give the person the right to be heard before making a determination of their eligibility to hold office as a Board Member

22. Suspension of a Board Member

If any Board Member is alleged to have, or is charged with, or is given notice by a relevant authority (including the Board) of a proposal to make an order or finding against that Board Member, the remaining Board members may, after reasonable enquiry and giving the Board Member concerned the right to be heard, suspend the Board Member from the Board pending determination of such allegation notice or charge.

23. Removal of Board Member

23.1 The members present at a Special General Meeting called for this purpose may by special resolution, remove any Board Member or the Board as a whole, before expiration of their term.

23.2 Upon the Secretary General receiving a request for a Special General Meeting to remove a Board Member or the Board as a whole, the Secretary General shall send the notice of the Special General Meeting to the Board Member concerned or the Board (as the case may be), and any affected persons specified.

24. Board Meetings

Board meetings may be called at any time by the President or two (2) Board Members but generally the Board shall meet at regular intervals agreed by the Board. Except to the extent specified in this Constitution, the Board shall regulate its own procedure.

25. Meetings using Technology

Any one or more Board Members may participate in any meeting of the Board and any vote on any proposed resolution at a meeting of the Board without physically being present. This may occur by telephone, through video conference facilities or by other means of electronic communication (other than electronic mail (email) communication) provided that prior notice of the meeting is given to all Board members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by any Board Member in this manner at a meeting shall constitute the presence of that Board Member at the meeting.

26. Quorum

The quorum for a Board meeting shall be five (5) Board members.

27. Voting

Each Board member shall have one (1) vote at Board meetings. In the event of equality of votes the President shall have the casting vote. Except for resolutions passed outside of a Board meeting under Rule 28, voting at

Board meetings shall be by voice, or upon request of any Board member, by

a show of hands or by ballot. Proxy and postal voting is not permitted.

28. Resolutions

A resolution in writing signed and consented to by email, facsimile or other forms of visible or other electronic communication by five (5) or more Board members shall be valid as if it had been passed at a meeting of the Board. Any such resolution may consist of several documents in the same form each signed by one (1) or more Board members.

29. Expenses

The Board may, by majority vote, reimburse Board members for their actual and reasonable expenses incurred in the conduct of Fencing NZ's business. Prior to doing so the Board must establish a policy to be applied to the reimbursement of any such expenses which must comply with Rule 53 (Prohibition on Personal Benefits).

30. Matters Not Provided For

If any situation arises that, in the opinion of the Board is not provided for in this Constitution, or the policies or procedures of Fencing NZ, the matter will be determined by the Board.

31. Duties of Board Members

The duties of each Board member are to:

31.1 Act in good faith and in the best interests of Fencing NZ at all times;

31.2 Exercise the powers of the Board for proper purposes;

31.3 Act and ensure Fencing NZ acts, in accordance with this Constitution and formal policies;

31.4 Ensure the activities of Fencing NZ are conducted in an environment where personal safety is ensured and the accepted requirements of health and safety are observed;

31.5 Not agree to, nor cause or allow, the activities of Fencing NZ to be carried on in a manner likely to create a substantial risk to Fencing NZ creditors;

31.6 Not agree to Fencing NZ incurring any obligations unless the Board Member believes at that time on reasonable grounds that Fencing NZ will be able to perform obligations when it is required to do so;

31.7 Exercise the care, diligence and skill that a reasonable Board Member would exercise in the same circumstances;

31.8 If the Board member has an interest (as defined in section 139(1) of the Companies Act 1993, or any equivalent provision under any replacement legislation), in a transaction or proposed transaction of Fencing NZ, that Board member must disclose to the Board the nature and extent of such interest as soon as the Board member becomes

aware of the fact that he or she has such interest, Such interest shall also be recorded on the Boards interests register;

- 31.9 Take such other steps as determined by the Board in respect of any interest specified in Rule 31.8, which may include, without limitation, abstaining from deliberations and/or any vote regarding such interest;
- 31.10 Not disclose information that the Board member would not otherwise have available other than in his or her capacity as a Board member, to any person, or make use of or act on the information except:
 - 31.10.1 as agreed by the Board for the purposes of Fencing NZ;
 - 31.10.2 as required by law; or
 - 31.10.3 to persons, or for reasons identical to those specified in sections 145(2) and 145(3) of the Companies Act 1993, or any equivalent provision under any replacement legislation.
- 31.11 Make reasonable efforts to attend all Board meetings and General Meetings of Fencing NZ
- 31.12 Use their best efforts to consult widely with Members and others in the fencing community to keep abreast of the issues facing them provided that this rule shall not waive the duty of confidentiality in respect of information disclosed to them as Board Members under Rule 31.10 (Non Disclosure)
- 31.13 Participate in an annual review of the Boards performance

32. Responsibilities of Specific Board Officers

At a General Meeting Board Officers as provided for in this Constitution shall be elected or appointed to undertake particular responsibilities for Fencing NZ including:

- 32.1. **President:** It shall be the responsibility of the President to
 - 32.1.1 Be the leader of Fencing NZ, chair meetings of the Board and General Meetings, represent the Board and committees and be the chief spokesperson for Fencing NZ;
 - 32.1.2 The President or his or her nominee shall have the right to attend any meeting of any Board subcommittee. In the event of the unavailability of the President for any reason, then a person appointed by the Board shall act as the President during the period of unavailability.
 - 32.1.3 Rulings by the President shall be accepted as final only on any question of order, procedure or interpretation of Fencing NZ's rules. This does not mean that the President can over-rule a majority decision of the Board or any committee on other matters.
 - 31.1.4 Be familiar with the requirements to furnish declarations on behalf of Fencing NZ to agencies (both government and private)and ensure that

all such declarations are furnished to the relevant agency within the required time frame.

- 32.2 **Secretary General:** It shall be the responsibility of the Board member elected as Secretary General (Rule 14.2) to accept and understand the responsibilities delegated by the Board from time to time for day to day management of the business and affairs of Fencing NZ including:
- 32.2.1 Issuing all notices of meetings
 - 32.2.2 Maintaining minutes of all Board and related committee meetings and distribute a copy of all such minutes to each Board member within twenty-one (21) days of the closing of any such meeting.
 - 32.2.3 Conducting correspondence as directed by the Board
 - 32.2.4 Maintaining a register of Board and relevant committee decisions on policies and procedures
 - 32.2.5 Maintaining a register of all Fencing NZ financial members
 - 32.2.6 Ensure that all non-financial declarations required by agencies (both government and private) are prepared and furnished to the relevant agency within the required time frame
- 32.3 **Treasurer:** The Board as provided for in Rule 13 may appoint any person of sound repute to act as Treasurer for Fencing NZ. This role has full voting rights equivalent to the other Board Members excluding the President. The person appointed as Treasurer shall be required to accept and understand responsibilities directed from time to time including:
- 32.3.1 Keeping such books of accounts as requested by the Board and reporting as required on the financial affairs of Fencing NZ
 - 32.3.2 Ensuring full account of all money received by and paid out is maintained
 - 32.3.3 Preparing and providing financial statements to satisfy Board expectations
 - 32.3.4 Attend meetings of the Board
 - 32.3.5 Ensure that all financial declarations required by agencies (both government and private) are prepared and furnished to the relevant agency within the required time frame
- 32.4 **Auditor:** Such audit advice as required from time to time may be sought and if appropriate the Board may appoint an Honorary Auditor
- 32.5 **Legal Advisor:** Such legal advice as required from time to time may be sought and if appropriate the Board may appoint an Honorary Legal Adviser.

- 32.6 **Investment Advisor:** When the Board uses the powers conferred on it by clauses 3.1.3, 3.1.4, 3.1.5 and/or 3.1.15 the Board shall seek a review from an independent investment advisor as to the merit of continuing with the arrangements and the risk involved and the Board shall take appropriate action to minimise or discharge any indebtedness indicated to be at risk in the said review.

33. Committees Appointed By The Board

The Board shall have the power to co-opt or to appoint to any committee, with or without power of voting, any person or persons whose advice or assistance it may consider of special value, whether or not such a person is a member of Fencing NZ

PART VI – Regional Committees and Affiliated Clubs

34. Regional Committees

There shall be four (4) Regional Committees called Fencing North, Fencing Central, Fencing Mid South and Fencing South The territorial limits of the area within which each has jurisdiction are

34.1 Fencing North shall include the portion of the North Island north of the 39th parallel

34.2 Fencing Central shall include the balance of the North Island south of the 39th parallel;

34.3 Fencing Mid South shall include the portion of the South Island north of the Waitaki River, and

34.4 Fencing South shall include the balance of the South Island south of the Waitaki River

35. Responsibilities of Regional Committees

The responsibility of Regional Committees is to administer fencing in their assigned regions on behalf of Fencing NZ and shall encompass members, and groups of members operating as clubs in accordance with this Constitution.

35.1 A Regional Committee may be established with a Chairperson and such other office holders as the members living within the Regional Committee territory may determine after prior consultation and approval from the Board.

35.2 Every Regional Committee shall be responsible to observe and act in all respects in accordance with this constitution and Fencing NZ requirements

35.3 The chairperson of each Regional Committee shall be known as a Regional Fencing Coordinator and in terms of Rule 14.4 be a Board member

36. Regional Committee Obligations

In addition to the responsibilities in Rule 35, each Regional Committee must:

- 36.1 Administer, promote and develop fencing in accordance with the objects of Fencing NZ and this Constitution;
- 36.2 Determine if the Regional Committee should be an incorporated society, company or charitable trust registered under and incorporated in compliance with the applicable legislation, including maintaining registration;
- 36.3 Have such members (which may include clubs, schools, fencers, officials or other persons or organizations) it considers appropriate provided that such membership is consistent with this Constitution;
- 36.4 Maintain a register of members and provide Fencing NZ with information for its Register of Members in accordance with Rule 32.2.5(Register of Members) and this Constitution;
- 36.5 Comply with any written agreement entered into with Fencing NZ, subject to Fencing NZ also complying with any such agreement;
- 36.6 Provide Fencing NZ with information, including financial information, relating to its operation that is necessary to fulfill its obligation to Fencing NZ as permitted by law and as by the Board;
- 36.7 Act in good faith to Fencing NZ and the members to ensure the maintenance and enhancement of fencing in New Zealand for the collective and mutual benefit of Fencing NZ and the Members;
- 36.8 Not knowingly do anything that might adversely affect the strategies, standards, quality and reputation of Fencing NZ and/or fencing in New Zealand
- 36.9 Use and have access to resources, programmes, and the Intellectual Property of Fencing NZ in accordance with terms agreed by the Board;
- 36.10 Encourage members to participate in the events and activities of Fencing NZ provided the members are eligible for, and comply with, the terms and conditions of such activities and events;

37. Existing Affiliated Clubs

Groups of persons interested in the sport of fencing may have, prior to adoption of this Constitution, been affiliated to Fencing NZ and acted autonomously and any such affiliation may continue provided the requirements of this Constitution are observed in all respects.

38. New Club Affiliations

Any group of persons wishing to establish themselves as an organisation to undertake, arrange and foster fencing activity may decide to seek recognition as an autonomous club affiliated to Fencing NZ, provided application is made to Fencing NZ for affiliation and the club confirms that it undertakes to observe the requirements of this Constitution.

- 38.1 After due consideration, of an application for affiliation, the Board of Fencing NZ shall advise the applicant of its decision.

Part VII – Meetings

39. Board and General Meetings

- 39.1 To enable the affairs of Fencing NZ to be conducted in an efficient and prompt manner meetings of the Board may be held at such times and in such manner as the Board may from time to time determine
- 39.2 General Meetings shall be presided over by the President, if in attendance or in his/her absence by another Board member as determined previously by the Board, however the Board may invite any member or other person as may be arranged prior, to chair the whole or part of a meeting.

40. Quorum at General Meeting Involving Members

- 40.1 A quorum for any General Meeting called for members shall be ten (10) members personally present and no business shall be transacted at such meeting unless a quorum is present
- 40.2 If within thirty (30) minutes of the appointed time for a meeting a quorum (Rule 40.1) is not present the meeting shall be dissolved.

41. Annual General Meeting (AGM) and Special General Meeting (SGM)

- 41.1 **Notice of AGM:** the Secretary General must give at least sixty (60) days written notice of an AGM to be held no later than 31 March each year, to all Board Members and Individual Members. The notice shall set out:
- 41.1.1 The date, time and venue for the AGM;
 - 41.1.2 The number of vacancies, if any, of any Elected Board Members for which nominations are sought;
 - 41.1.3 The closing date(s) for nominations for any elections, proposed resolutions and other items of business to be submitted to the Secretary General from Individual Members, and/or the Board.
- 41.2 **Items of AGM Business:** Not less than thirty (30) days before the date set for the AGM, any nominations for any elections, proposed resolutions and other items of business must be received in writing by the Secretary General from Individual Members, and/or the Board.
- 41.3 **Business of the AGM:** The order of business at each AGM shall be:
- Apologies
 - Adoption of Minutes of Previous Annual General Meeting
 - Matters Arising from Minutes
 - Presentation of Annual Report(s)
 - Presentation of Awards (if appropriate)
 - Presentation of Balance Sheet and Financial Statements
 - Notices of Motion

Announcement of election results
General Business

- 41.4 **AGM Agenda:** An agenda containing the business to be discussed at an AGM (Rule 41.3) together with the link to the voting form shall be sent by the Secretary General to the Board and Individual, Associate and Life Members with voting rights by no later than twenty-one (21) days before the AGM. No additional items of business not on the agenda can be voted on but may be discussed by agreement of the meeting.
- 41.5 **AGM Notices of Motion:** Only Notices of Motion at an AGM in the general form circulated to members may be adopted, with any substantive changes being ruled out of order by the chairperson.
- 41.6 **SGM:** The Secretary General must call a SGM upon a written request from:
- 41.6.1 The Board; or
 - 41.6.2 15 Individual members
- The written request for a SGM must state the purpose for which the SGM is requested including any proposed resolution or resolutions. The SGM must only deal with the business for which the SGM is requested.
- 41.7 **Notice of Special General Meeting (SGM):** Not less than thirty (30) days written notice must be given by the Secretary General to the Board and Individual Members for an SGM, which notice shall include:
- 41.7.1 The time, date and venue and/or the manner in which the meeting is to be held;
 - 41.7.2 The proposed resolution or resolutions that have been properly submitted for consideration
- 41.8 **Minutes:** Full minutes shall be kept of all General Meetings and made available upon request by any member.
- 41.9 **Errors:** 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 as specified in this Constitution, and any other error in the organisation of the meeting shall not invalidate the meeting nor prevent the meeting from considering the business of the meeting provided that:
- 41.9.1 The chairperson in his or her discretion determines that it is still appropriate for the meeting to proceed despite the irregularity, error or omission, and a resolution to proceed is put to the meeting and carried;
 - 41.9.2 The proposed resolution or resolutions for consideration have been properly submitted;

41.10 **Attendees:** In addition to Board Members, any Individual Member is entitled to, and may at his or her cost, attend a General Meeting. Without the prior approval of the Board at General Meetings, only those Individual members who are entitled to vote are entitled to speak. In addition, other persons including employees, contractors and advisors to Fencing NZ may, upon invitation by the Board, attend and speak at General Meetings with the permission of the Chair.

42 Procedure at General Meetings

42.1 **Meeting Procedure:** Meetings shall be conducted in accordance with the recognised rules of debate and meeting procedure.

42.2 **Eligibility to Vote:** Individual Members with voting rights are eligible to vote at a General Meeting in accordance with this Constitution and are entitled to one (1) vote.

42.3 Determining Outcome of Vote

42.3.1 Every question submitted to a meeting shall be decided in the first instance on the voices, and in the case of decisions being in doubt, by a show of hands.

42.3.2 Unless a secret ballot is demanded by the chairperson a declaration by the President that a resolution has been carried or not as the case may be, shall be sufficient.

42.3.3 If a secret ballot is demanded, it shall be taken in such manner and at such time as the chairperson of the meeting may direct. The demand for a secret ballot may be withdrawn.

42.4 **Majority Vote:** In all voting, a majority (i.e. 50% or more of those present) shall determine the result of the question.

42.5 **Casting Vote:** The President shall, in the case of an equality of votes, also have the casting vote.

Part VIII – Miscellaneous

43 Disciplinary Committee

The Board may appoint an independent Disciplinary Committee as required to carry out judicial and disciplinary functions of Fencing NZ. The composition, jurisdiction, powers and procedures of the Disciplinary Committee shall be as determined by the Board.

44 Disputes

A complaint, dispute, doubt or difference arising out of the interpretation or

application of this Constitution that is not otherwise provided for in this Constitution shall be referred to the Board and the Board shall determine the dispute as it thinks fit.

45 Disputes Between the Board and Other Parties

Unless otherwise specified in this Constitution, in the event of any dispute, doubt or difference arising between the Board and any other party, the parties will;

45.1 Endeavour to negotiate a resolution of the dispute amongst themselves (which may include representatives or support persons for either party) and if there is no resolution within an agreed time frame; then:-

45.2 Failing agreement being reached within thirty (30) days (or such other period as agreed) the Board and the other party concerned shall appoint an independent mediator by agreement and attempt to seek an agreed resolution to the matter; and

45.3 Failing either agreement on the mediator, or agreement on the matter being reached within thirty (30) days from the appointment of the mediator (or such other period as agreed), then either party may refer the dispute to the Sports Disputes Tribunal (if it falls within its jurisdiction) for determination by it in accordance with its rules.

45.4 Each party shall bear its own costs, including any legal costs, arising out of any procedure under this Rule.

46 Sports Tribunal

Fencing NZ recognises the Sports Tribunal of New Zealand as the appropriate forum to resolve sports-related disputes including, without limitation, anti-doping rule violations, appeals against selection or non-selection to a national team selected by Fencing NZ, conduct and discipline matters, or other fencing-related disputes.

47 Unauthorised Competition

Any person who knowingly competes in any fencing competition in New Zealand that is not authorized in accordance with the Constitution, or being resident in New Zealand, competes as a New Zealand representative at any level of competition without the express consent of Fencing NZ; or knowingly competes against anyone who is under sentence of disqualification or suspension; or is in the opinion of Fencing NZ, guilty of misbehavior or unfair practices in connection with fencing; may be disqualified, suspended or otherwise dealt with as Fencing NZ sees fit.

48 Non resident Persons

Any person who does not hold New Zealand Residency or citizenship may take part in fencing activities within the country provided that if such person is continuously resident for ninety (90) days they shall pay such membership subscriptions and other fees as required by Fencing NZ.

49 Allegation of Doping

Fencing NZ adopts the Sports Anti-Doping Rules made by Drugfree Sport New Zealand, as updated or amended from time-to-time.

49.1 The Sports Anti-Doping Rules will apply to all persons involved in the sport of fencing in New Zealand including athletes, coaches, trainers, referees, officials, support personnel and medical professionals.

50 Trophies, Prizes and Assets

All trophies and other property of Fencing NZ are vested in the Board to be held in trust for the members of Fencing NZ and the criteria for receipt of trophies, prizes or Fencing NZ titles shall be determined by the Board with all trophy prizes and Fencing NZ titles being open to such members who qualify for particular trophies, prizes or titles

50.1 The Board may appoint any person to act as the Trophy Steward whose responsibility shall be to maintain a record of where each trophy is held.

51 Common Seal

The common seal of Fencing NZ shall be kept in the control of the Board and shall be affixed to any deed entered into by Fencing NZ and may be affixed to any other document only by resolution of the Board with the common seal being affixed in the presence of, and with the accompanying signatures of, the President and/or Secretary General, and in the absence of either of these, then by another Board member.

52 Alterations to the Constitution

Subject to Rule 54.1, this Constitution may only be altered, added to or rescinded by a Special Resolution passed at a General Meeting in accordance with this Constitution.

52.1 No alteration, addition to or revision of this Constitution shall be approved if it affects the 'not for profit' objects, 'personal benefit' prohibition or the 'winding up' rules of Fencing NZ

53 Prohibition on Personal Benefits

No member or person associated with Fencing NZ may participate in or materially influence any decisions of Fencing NZ in respect of the payment to or on behalf of that person or member of any income, benefit or advantage. Any such income paid or benefit or advantage conferred must be reasonable and relative to that which would be received in an arm's length transaction (being open market value). This Rule and its effect must not be removed from this Constitution and must be included in any alteration, addition to or revision of the Constitution.

54 Liquidation or Dissolution

Fencing NZ may be voluntarily liquidated if a Special Resolution is passed at a General Meeting to do so and such resolution is confirmed by Special Resolution in a subsequent General Meeting called for that purpose and held not earlier than thirty (30) days after the date on which the initial resolution was passed.

54.1 In addition to Rule 54 Fencing NZ may be dissolved or liquidated in accordance with the Incorporated Societies Act.

54.2 If upon the dissolution or liquidation of Fencing NZ there remains after the satisfaction of all its debts and liabilities any property whatsoever, that property shall not be paid to or distributed among individual Members of Fencing NZ, but shall be given or transferred to some other organization(s), or body(ies) having objects similar to the objects of Fencing NZ, or to some other sports organization with an interest in fencing.

55 Indemnity

Fencing NZ shall indemnify its Board members and other officers and employees of Fencing NZ against all damages, costs (including legal costs) for which any such Board Member, and any other officer or employee may be or becomes liable for as a result of their acts and omissions in performing their functions connected with Fencing NZ, except occurring as a result of their negligence or willful misconduct.

56 Definitions and Interpretations

The words and phrases used in the Constitution shall mean as follows:

Act means the Incorporated Societies Act 1908, including any amendments to it

AGM means the Annual General Meeting of Fencing NZ

Board means the Board of Fencing NZ as provided for in this Constitution

Board Member means a member of the Board

Commencement Date means the date this constitution was adopted by Fencing NZ

Competitive means fencing training, events and activities conducted at international, national, regional and local level by Fencing NZ

Drug Free Sport New Zealand means the Crown entity empowered under the Sports Anti-Doping Act 2006 (and its predecessor legislation) to be an independent body in New Zealand to implement the World Anti-Doping Code including undertaking testing, investigation and other activities, including educational programmes, to deter and punish for doping.

Elected Board Member means a Board member elected under Rule 14.

Fencing means a sport involving the action of using a sword scientifically as a weapon of offence and defence in friendly combat.

Fencing NZ means Fencing New Zealand Incorporated.

FIE means the Federation Internationale d'Esgrime (International Fencing Federation), which is the international organisation governing the sport of fencing.

High Performance means fencing training, events and activities conducted at national and international level.

Intellectual Property means all rights or goodwill in copyright, names, trademarks (or signs) service marks, devices, logos, designs, patents, and confidential information relating to Fencing NZ or any event, or fencing activity or programme of or conducted, promoted or administered by Fencing NZ.

Life Member has the meaning specified in Rule 4.3.

List of Members means the register in which details of the Members are held by Fencing NZ as specified in Rule 5.

Member has the meaning specified in Rule 4.

Objects has the meaning specified in Rule 2.

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

Outreach Programme means a programme designed or intended to introduce fencing to the community over a short period, and the participants do not otherwise participate in any other Fencing NZ activity.

Postal or Electronic Vote means a vote exercised by post, email, facsimile, or such other means of communication as established by the Board, and Postal or Electronic Voting has the same meaning.

Regional Committees and Affiliated Clubs have the meaning specified in Rules 35 and 37.

Rules means these rules and Rule has a corresponding meaning

Secretary General means the Secretary General of Fencing NZ elected under Rule 14.2.

SGM means a Special General Meeting.

Special Resolution means a resolution passed by two thirds of the votes properly cast.

Sport New Zealand is the Crown agency established under the Sport and Recreation New Zealand Act 2002 and its amendments.

Written Notice means written, printed or emailed, or published on a web site.

57 Construction

In this Constitution:

57.1 A gender includes all other genders;

57.2 The singular includes the plural and vice-versa;

57.3 Any reference to legislation includes a modification or re-enactment of, legislation enacted in substitution of, or a regulation, Order-in-Council or other instrument from time to time issued or made under, the legislation;

- 57.4 Any agreement includes that agreement as modified, supplemented, innovated or substituted from time to time;
- 57.5 A reference to persons includes bodies corporate;
- 57.6 A reference to "day " means any day of the week and is not limited to working days, unless specified otherwise;
- 57.7 A reference to a person includes the legal personal representatives, successors and permitted assigns of that person;
- 57.7 Headings and the contents pages are for reference only and are to be ignored in construing this Constitution; and
- 57.8 If there is any inconsistency between any Rule in this Constitution and any Rule of the FIE then, to the extent of that inconsistency, the FIE rule shall apply unless otherwise required by law.



Amanda Hopkins
Secretary General
Fencing New Zealand Incorporated