



# Artistic Swimming New Zealand Incorporated Constitution MARCH 2026

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**Artistic Swimming New Zealand Incorporated**  
**Constitution**

**1. Definitions and interpretation**

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**Definitions**

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

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

**AGM** or **Annual General Meeting** means a meeting of the Members of Artistic Swimming New Zealand Incorporated held once a year convened under this Constitution.

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

**Aquatics New Zealand Incorporated** means the affiliated body through which Artistic Swimming New Zealand Incorporated affiliates to World Aquatics.

**Artistic Swimming New Zealand Squads** means the collective groups of Athletes formally selected by Artistic Swimming New Zealand Incorporated to follow performance pathways and represent New Zealand in national development programmes or international competitions.

**Artistic Swimming New Zealand Teams** means the specific groups of Athletes, Coaches, and Officials formally designated by Artistic Swimming New Zealand Incorporated to compete for New Zealand at, identified event/events or sanctioned representative fixtures.

**Athletes** means any individuals registered with or selected by Artistic Swimming New Zealand Incorporated to participate in the sport of artistic swimming as competitors.

**Awards Committee** means the committee formed by the Board for the purpose of reviewing nominations and making recommendations for special awards, including service awards and life membership as set out in clause 4.5.

**Board** means Artistic Swimming New Zealand Incorporated's governing body.

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

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

**Bylaws** means any bylaws, policies, procedures, regulations and codes of Artistic Swimming New Zealand Incorporated made under clause 12.1.

**Chair** means the Board Member appointed as Chair of Artistic Swimming New Zealand Incorporated under this Constitution.



**Club** means an artistic swimming club (either an incorporated society or a private non-incorporated artistic swimming club) with an interest in Artistic Swimming New Zealand Incorporated that meets the requirement for membership set out in clause 4.4.

**Coaches** means individuals who are registered with Artistic Swimming New Zealand Incorporated and qualified to provide instruction, training, or technical guidance to Athletes.

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

**Contact Details** means an electronic address and a telephone number.

**Contact Person** means a person holding the position of contact person for Artistic Swimming New Zealand Incorporated being the person the Registrar of Incorporated Societies can contact when needed.

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

**Events** means any competitions, clinics, or workshops managed by Artistic Swimming New Zealand Incorporated.

**General Meeting** means an AGM or SGM of Artistic Swimming New Zealand Incorporated.

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

**Matter** means:

- (a) Artistic Swimming New Zealand Incorporated's performance of its activities or exercise of its powers; or
- (b) an arrangement, an agreement or a contract made or entered (or proposed to be made or entered) into by Artistic Swimming New Zealand Incorporated

**Member** means each person or entity who for the time being is a member of Artistic Swimming New Zealand Incorporated and includes all categories of members of Artistic Swimming New Zealand Incorporated described in clause 4.3.

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

**Officer** means a Board Member and any natural person occupying a position in Artistic Swimming New Zealand Incorporated that allows the person to exercise significant influence over the management or administration of Artistic Swimming New Zealand Incorporated.

**Officials** means any Judge, Technical Controller, Scorer, Referee, Team Manager, or Meet Manager.

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



**Purposes** means the purposes of Artistic Swimming New Zealand Incorporated described in clause 3.1.

**SGM** or **Special General Meeting** means a meeting of the Members, other than an AGM, called for a specific purpose or purposes.

**Special Resolution** means a resolution passed by a 75% majority of votes cast.

**Working Day** has the meaning given to that term under the Legislation Act.

**World Aquatics** means the world governing body to which Artistic Swimming New Zealand Incorporated is affiliated through Aquatics New Zealand Incorporated (being a member of World Aquatics).

### **Interpretation**

1.2 Unless the context otherwise requires:

- (a) Words referring to the singular include the plural and vice versa.
- (b) Clause headings are for reference only.
- (c) Expressions referring to writing include references to words visibly represented, copied, or reproduced, including by email.
- (d) Reference to a person includes any other entity or association recognised by law and vice versa and any reference to a particular entity includes a reference to that entity's successors.
- (e) A reference to any legislation includes any secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation and any amendment to, re-enactment of, or replacement of, that legislation.
- (f) All periods of time or notice exclude the days on which they are given.
- (g) Where this Constitution or any Bylaw of Artistic Swimming New Zealand Incorporated is inconsistent with a rule, regulation, bylaw or directive of Aquatics New Zealand Incorporated or World Aquatics, the rule, regulation, bylaw or directive of Aquatics New Zealand Incorporated or World Aquatics prevails to the extent of the inconsistency, unless otherwise required by law.

### **Notices**

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

- (a) a Member to the address set out in their Contact Details;
- (b) Artistic Swimming New Zealand Incorporated to [operations@artisticswimmingnz.org.nz](mailto:operations@artisticswimmingnz.org.nz) or by courier to Artistic Swimming New Zealand Incorporated's registered office set out on the Register of Incorporated Societies.

1.4 A notice is deemed to have been received:

- (a) if given by courier, when left at the address of a person, upon production of a courier receipt detailing the time and date of delivery; or



- (b) if given by email, upon production of a digital or physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

Provided that any notice or communication received or deemed received after 5pm on a Working Day, or on a day which is not a Working Day, will be deemed not to have been received until the next Working Day.

## 2. **Details of Artistic Swimming New Zealand Incorporated**

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### **Name**

- 2.1 The name of the society is Artistic Swimming New Zealand Incorporated.

### **Status**

- 2.2 Artistic Swimming New Zealand Incorporated is the governing body in New Zealand for Artistic Swimming.

### **Registered office**

- 2.3 The registered office of Artistic Swimming New Zealand Incorporated is at the place in New Zealand as the Board decides.

### **Contact person**

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

## 3. **Purpose and powers**

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### **Purpose**

- 3.1 The purposes of Artistic Swimming New Zealand Incorporated is to:
- (a) be the national body in New Zealand to promote, develop, foster and administer Artistic Swimming, mainly as an amateur sport for the well-being, benefit and recreation of the general public in New Zealand;
  - (b) support and assist its Members to deliver Artistic Swimming throughout New Zealand;
  - (c) promote opportunities and facilities to enable, assist and enhance the participation, enjoyment and performance in Artistic Swimming in Artistic Swimming New Zealand Incorporated's activities;
  - (d) lead, promote and enable Diversity, Equity and Inclusion across the whole organisation including governance of Artistic Swimming New Zealand Incorporated and participation in Artistic Swimming;
  - (e) promote, develop, manage and co-ordinate Artistic Swimming competitions;



- (f) manage and promote development opportunities or pathways for Officials, Coaches, and Athletes;
- (g) publish and enforce the rules of Artistic Swimming;
- (h) protect the integrity of Artistic Swimming and Artistic Swimming New Zealand Incorporated by developing and enforcing standards of conduct, ethical behaviour and implementing good governance;
- (i) adjudicate minor disputes (as appropriate) within Artistic Swimming New Zealand Squads and Events
- (j) manage the selection of Artistic Swimming New Zealand Teams, Coaches and Officials in accordance with all Bylaws;
- (k) maintain membership of, and co-operate with, Aquatics New Zealand Incorporated and World Aquatics.

#### **Capacity and powers**

- 3.2 Artistic Swimming New Zealand Incorporated has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

## **4. Members**

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#### **Member application**

- 4.1 An application to become a Member (**Application**) must be in the form required by Artistic Swimming New Zealand Incorporated. All Applications are decided by the Board, which may accept or decline an Application in its absolute discretion. A person or entity becomes a Member when their Application has been accepted and they have paid the required affiliation fees and satisfied any other preconditions.

#### **Member consent**

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

#### **Member categories**

- 4.3 The Members of Artistic Swimming New Zealand Incorporated are:

- (a) Clubs - both incorporated societies and non-incorporated private artistic swimming clubs;
- (b) Life Members;
- (c) Board Members;
- (d) any other categories of member as the Board determines.



### **Clubs**

- 4.4 In addition to the obligations as a Member under clause 4.7, each Club that is a Member will:
- (a) administer, promote, and develop Artistic Swimming in the Club in accordance with the Purposes, this Constitution and any Bylaws of Artistic Swimming New Zealand Incorporated;
  - (b) have as its members (athletes, coaches, officials, supporters), and other members it considers appropriate;
  - (c) ensure its constitution or club rules are not inconsistent with this Constitution, provide Artistic Swimming New Zealand Incorporated with a copy of its Constitution/Rules annually as part of the annual affiliation. The Board may require a Club to amend its constitution or club rules if it, or any proposed amendment, is inconsistent or in conflict with, this Constitution, or any Bylaws;
  - (d) have in its constitution or club rules, clauses stating that it is a condition of membership of the Club that its own individual members abide by the Constitution of Artistic Swimming New Zealand Incorporated;
  - (e) annually, provide a list of its members to Artistic Swimming New Zealand Incorporated, and collect affiliation fees for those members that will be paid to Artistic Swimming New Zealand Incorporated. The timing of this to be provided by Artistic Swimming New Zealand Incorporated and the fees to be determined by the Board.
  - (f) lead, promote and enable Diversity, Equity and Inclusion across the whole Club including governance of the Club and participation in Artistic Swimming;
  - (g) act in good faith with loyalty to Artistic Swimming New Zealand Incorporated to ensure the maintenance and enhancement of Artistic Swimming New Zealand Incorporated and Artistic Swimming, and its reputation, and to do so for the collective and mutual benefit of the Members and Artistic Swimming.

### **Life Members**

- 4.5 Life Membership may be granted in recognition and appreciation of outstanding service by an individual to Artistic Swimming New Zealand Incorporated. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Awards Committee shall review the nominations and make recommendations to the Board to approve, or otherwise. A person consents to becoming a Life Member on acceptance of their life membership.
- 4.6 Life Members have such rights and benefits as determined by the Board.

### **Member rights and obligations**

- 4.7 Members acknowledge and agree that:
- (a) they are bound by, and will comply with, this Constitution and the Bylaws, and to the extent they apply, the rules, procedures, policies and codes of Aquatics New Zealand Incorporated and World Aquatics;



- (b) they are subject to the jurisdiction of Aquatics New Zealand Incorporated and World Aquatics;
- (c) they are entitled to all rights and entitlements granted by this Constitution or as determined by the Board;
- (d) to receive, or continue to receive or exercise member rights, they must meet all the member requirements set out in this Constitution and the Bylaws or as otherwise set by the Board, including payment of any affiliation or other fees within the required time period;
- (e) if they fail to comply with sub-clause (d) the Board may terminate their membership;
- (f) they do not have any rights of ownership of, or the automatic right to use, the property of Artistic Swimming New Zealand Incorporated; and
- (g) they will promote the interests and Purposes of Artistic Swimming New Zealand Incorporated and must not do anything to bring Artistic Swimming New Zealand Incorporated into disrepute.

#### **Suspension of a Member**

4.8 If a Member is, or may be, in breach under clause 4.7, and the Board believes it is in the best interests of Artistic Swimming New Zealand Incorporated 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.

4.9 Unless otherwise determined by the Board, while a Member is suspended the Member is:

- (a) not entitled to attend, speak or vote at a General Meeting;
- (b) not entitled to any other rights or entitlements as a Member;
- (c) in the case of an Individual Member, not entitled to continue to hold office in any position within Artistic Swimming New Zealand Incorporated; and
- (d) not entitled to any rights or entitlements to which the Member would otherwise be entitled from the Member's Club,

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

#### **Ceasing to be a Member**

4.10 A Member ceases to be a Member:

- (a) if an individual on death, or if a Club on liquidation;
- (b) by giving notice to the Board of their resignation;
- (c) if their membership is terminated under clause 4.7(e);
- (d) if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.



- 4.11 A Member who ceases to be a Member:
- (a) remains responsible to pay all their outstanding affiliation and other fees to Artistic Swimming New Zealand Incorporated;
  - (b) must return all property of Artistic Swimming New Zealand Incorporated if required;
  - (c) ceases to be entitled to any rights of a Member, but continues to be bound by the obligations of a Member under this Constitution if required by the Board.

**Affiliation fees**

- 4.12 The Board will decide any affiliation and other fees payable by Members (and their Members) and the due date for those fees. The Board may determine different levels of affiliation fees and other fees for different types of Members.

**Member Register**

- 4.13 The Board will ensure an up-to-date Member Register is kept and the register must include:
- (a) each Member's name;
  - (b) each Member's Contact Details;
  - (c) the date each person became a Member.

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

- 4.14 The Board will keep a record of the name of each person who has ceased to be a member of Artistic Swimming New Zealand Incorporated within the previous 7 years and the date on which they ceased to be a member.

**5. General Meetings**

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**AGM**

- 5.1 Artistic Swimming New Zealand Incorporated must hold an AGM once a year at the time, date and place as the Board decides, but not more than 6 months after the balance date of Artistic Swimming New Zealand Incorporated and not more than 15 months after the previous AGM.
- 5.2 The Members must be given at least two (2) months notice of the AGM. Notice to Members of an AGM may be given by email to Members and posting on Artistic Swimming New Zealand Incorporated's website.

**Business of AGM**

- 5.3 The following business will be discussed at the AGM:
- (a) confirmation of the minutes of the previous AGM;



- (b) the Board's presentation of the following information during the most recently completed accounting period:
    - (i) the annual report;
    - (ii) the annual financial statements;
    - (iii) notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
  - (c) the election of any Board Members;
  - (d) determination of any affiliation fees or other fees;
  - (e) allocation of championship events;
  - (f) consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
  - (g) consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 5.4 Members must give notice of any proposed motions and other items of business to the Artistic Swimming New Zealand Incorporated at least two (2) weeks before the date of the AGM.
- 5.5 Notice of the agenda containing the business to be discussed at the AGM must be sent to all persons entitled to attend the AGM at least two (2) weeks 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 to discuss any other items.

#### **SGM**

- 5.6 The Board must call an SGM if it receives a written request stating the purpose of the SGM from:
- (a) the Board itself; or
  - (b) by 75% of Members.
- 5.7 Members must be given at least two (2) weeks 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.
- 5.8 A SGM may only consider and deal with the business specified in the request for the SGM.

#### **Quorum**

- 5.9 No business is to be transacted at any General Meeting unless a quorum is present at the time when the meeting is due to start. The quorum for a General Meeting is 75% of the Members who are entitled to vote, including Members present by casting votes by electronic means or by proxy or by casting postal votes. The quorum must always be present during the General Meeting.



- 5.10 If a quorum is not reached within 30 minutes of the scheduled start time of an AGM, the AGM is adjourned to a day, time and place determined by the chair of the AGM. If no quorum is achieved at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the scheduled start time of that further AGM are deemed to constitute a valid quorum.
- 5.11 If a quorum is not reached within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

#### **Control of General Meetings**

- 5.12 The Chair of Artistic Swimming New Zealand Incorporated chairs General Meetings. If the Chair is unavailable, another member of the Board (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.

#### **Attendance and voting**

- 5.13 The following persons are eligible to attend and speak at General Meetings:
- (a) Board Members;
  - (b) Members, provided where the Member is a Club, then each Club shall be entitled to appoint a delegate or delegates to attend and speak on behalf of the Club; and
  - (c) any other persons invited by the Board.
- 5.14 The voting entitlement at General Meetings is as follows:
- (a) Each Board Member shall be entitled to one vote each; and
  - (b) Each Club shall be entitled to appoint a delegate with one vote for every 20 registered members of the Club (i.e. a Club with 20 registered members is entitled to one vote, 40 registered members two votes etc).
- 5.15 For the purposes of “registered members” of a Club in accordance with clause 5.14, “registered members” are members of the Club who have paid affiliation fees for the current year to Artistic Swimming New Zealand Incorporated in the following categories:
- (a) Competitive, Regional or Masters Swimmers (i.e. not Novice or School Swimmers);
  - (b) Officials - being judges, coaches or Club committee members (i.e. not Supporters).

#### **Method of voting**

- 5.16 Voting is conducted by voices or a show of hands, or electronic means as determined by the Chair of the meeting, unless a secret ballot is called for and approved by Ordinary Resolution of Members or as otherwise required under this Constitution.
- 5.17 Elections of the Elected Board Members at an AGM must be undertaken by secret ballot. Two scrutineers must be appointed at the General Meeting to count the votes.
- 5.18 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 Proxy voting is permitted. Where a Member appoints a proxy, notice of the proxy signed by the Member must be received by the Chair three (3) hours prior to the start of the General Meeting. The form of the proxy is:

*I [insert name] of [insert address] being a member of [insert organisation name] appoint [insert name of proxy] as my proxy to speak [and vote] for me at the General Meeting to be held on [insert date] and at any adjournment of that General Meeting.*

#### **Minutes**

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

#### **Omissions and irregularities**

- 5.21 The General Meeting and its business will not be invalidated simply because one or more Members do not receive notice of the General Meeting.
- 5.22 The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and relevant papers of the General Meeting or the omission to give notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the General Meeting if:
- (a) the Chair in their discretion determines that it is still appropriate for the General Meeting to proceed despite the irregularity, error, or omission; and
  - (b) a motion to proceed is put to the General Meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.

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

- 5.23 A resolution in writing signed or consented to by email or other electronic means by a 75% majority of Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.

## **6. Board**

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#### **Functions and powers**

- 6.1 Subject to any modifications, exceptions, or limitations contained in the Act or in this Constitution:
- (a) the Board must manage, direct or supervise the operation and affairs of Artistic Swimming New Zealand Incorporated; and
  - (b) the Board has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of Artistic Swimming New Zealand Incorporated.

#### **Composition**

- 6.2 The Board consists of:



- (a) up to 5 persons elected at the AGM under clause 6.3 (Elected Board Members); and
- (b) individuals co-opted by the Board for a specific project (purpose and time). For the avoidance of doubt, those individuals co-opted by the Board in accordance with this clause 6.2 shall not have voting rights in accordance with clause 7.7.

### **Election of Board Members**

6.3 Board Members are elected as follows:

- (a) the Board must call for nominations for any Board Member positions that are to be vacated at an AGM by a date set by the Board;
- (b) nominations are made in the form decided by the Board and must be received by the date set by the Board.
- (c) the Board must give notice of the nominations to all Members before the AGM;
- (d) at the AGM, if there are more nominees than number of positions available, the election is by secret ballot;
- (e) those nominees who have the highest number of votes in their favour to fit the number of vacant positions are declared elected;
- (f) 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;
- (g) if there is only one nominee for a vacant position, that person is declared to be elected without the need for a vote.

### **Qualification**

6.4 Every Board Member must, in writing:

- (a) consent to be a Board Member; and
- (b) certify that they are not disqualified from being elected, appointed or holding office as a Board Member by this Constitution.

### **Disqualification**

6.5 The following persons are disqualified from being elected, appointed or holding office as a Board Member:

- (a) A person who is disqualified from being elected, appointed or holding office as a Board Member under section 47 of Act.
- (b) A person who has been removed as a Board Member following a process under this Constitution or any Bylaw.

6.6 If any of the circumstances listed in clause 6.5(a) occur to an existing Board Member, that Board Member is deemed to have vacated their office upon the relevant authority making an order or finding against the Board Member in any of those circumstances.



### **Term of office**

- 6.7 The term of office for all Board Members is three (3) years, expiring at the end of the relevant AGM. A Board Member may be re-elected to the Board for an unlimited number of consecutive terms of office.
- 6.8 The term of any period served to fill a Casual Vacancy is disregarded for the purposes of calculating the total terms served.

### **Suspension of Board Member**

- 6.9 If a Board Member is or may be the subject of an allegation or notice relating to a matter described under clause 6.5 or any other circumstances arise in relation to a Board Member which are or may be of concern to the Board, the remaining Board Members may, by Special Resolution, suspend the Board Member from the Board and set conditions it requires pending the final determination of the allegation, notice or circumstances. Before imposing any suspension, the Board Member must be given notice of the suspension.

### **Removal of Board Member**

- 6.10 The Board may, by Special Resolution, remove a Board Member from the Board before the expiry of their term of office if the Board considers the Board Member concerned:
- (a) has seriously breached duties under this Constitution or the Act; or
  - (b) is no longer a suitable person to be a Board Member; or
  - (c) is involved with, interested in, or otherwise closely connected to a person or activity which has or may bring Artistic Swimming New Zealand Incorporated or Artistic Swimming into disrepute or which may be prejudicial to the Purposes or the interests of Artistic Swimming New Zealand Incorporated and/or Artistic Swimming if they remain as a Board Member.

The Board Member who is the subject of the motion is counted for the purpose of reaching a quorum but will not participate in the vote on the motion.

- 6.11 Before considering a motion for removal, the Board Member who is the subject of the motion must be given:
- (a) notice that a Board Meeting is to be held to discuss the motion to remove the Board Member; and
  - (b) adequate time to prepare a response; and
  - (c) the opportunity prior to the Board Meeting to make written submissions; and
  - (d) the opportunity to be heard at the Board Meeting.

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

- 6.12 A person ceases to be a Board Member if:
- (a) their term expires;
  - (b) the person resigns by delivering a signed notice of resignation to the Board providing no less than eight (8) weeks notice;



- (c) the person is removed from office under this Constitution;
- (d) the person becomes disqualified from being an officer under section 47(3) of the Act; or
- (e) the person dies.

## 7. **Board Meetings**

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- 7.1 Board Meetings may be called at any time by the Chair or by three (3) Board Members, but generally the Board meets six (6) times a year.
- 7.2 Except to the extent specified in the Act or this Constitution, the Board may regulate its own procedure.

### **Quorum**

- 7.3 The quorum for a Board Meeting is three (3) Board Members.
- 7.4 Any Board Member may be counted for the purposes of a quorum, participate in any Board Meeting and vote on any proposed resolution at a meeting without being physically present. This may only occur at Board Meetings by audio or audio-visual link or other electronic communication provided that all persons participating in the Board Meeting can hear each other effectively and simultaneously.

### **Chair**

- 7.5 At its first meeting following an AGM, the Board must elect a Chair.
- 7.6 The role of the Chair is to chair meetings of the Board. If the Chair is unavailable, another Board Member must be appointed by the Board to undertake the Chair's role during the period of unavailability.

### **Voting**

- 7.7 Each Board Member has one vote. Voting is by voices or on request of any Board Member by a show of hands or by a ballot. Proxy and postal votes are not permitted. Voting by electronic means is permitted.
- 7.8 The Chair does have a casting vote.

### **Resolution in writing**

- 7.9 A resolution in writing signed or consented to by email or other electronic means by the required majority of Board Members is valid as if it had been passed at a meeting of the Board. Any resolution may consist of several documents in the same form each signed by one or more Board Members.

## 8. **Manager**

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- 8.1 A Board may engage a Manager in accordance with clauses 8.2 and 8.3.



- 8.2 The Manager is under the direction of the Board and is responsible for the day-to-day management of the affairs of Artistic Swimming New Zealand Incorporated under this Constitution and the Bylaws and within any delegated authority from the Board.
- 8.3 The Manager may attend Board Meetings on and when required by the Board but has no voting rights.

## 9. **Finances**

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- 9.1 The funds and property of Artistic Swimming New Zealand Incorporated are:
- (a) controlled, invested and disposed of by the Board, subject to this Constitution; and
  - (b) devoted solely to the promotion of the Purposes.
- 9.2 Artistic Swimming New Zealand Incorporated's balance date is 31 August or on the date the Board decides.

### **No personal benefit**

- 9.3 The Officers and Members may not receive any distributions of profit or income from Artistic Swimming New Zealand Incorporated. This does not prevent Officers or Members:
- (a) receiving reimbursement of actual and reasonable expenses incurred, or
  - (b) entering into any transactions with the organisation for goods or services supplied to or from them, which are at arms' length, relative to what would occur between unrelated parties,

provided no Officer or Member is allowed to influence any such decision made by Artistic Swimming New Zealand Incorporated in respect of payments or transactions between it and them, their direct family or any associated entity.

## 10. **Method of contracting**

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- 10.1 A contract or other enforceable obligation may be entered into by Artistic Swimming New Zealand Incorporated:
- (a) by contract by:
    - (i) 2 or more Officers; or
    - (ii) an Officer, or other person or class of persons, whose signature or signatures must be witnessed; or
  - (b) by agreement by a person acting under Artistic Swimming New Zealand Incorporated's express or implied authority.



## 11. Amendments

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### Amendment

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

## 12. Bylaws

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- 12.1 The Board may make and amend Bylaws, policies, procedures, codes and regulations for the conduct and control of Artistic Swimming New Zealand Incorporated's activities and codes of conduct applicable to Members. Any Bylaw, policy, procedure, code or regulation must be consistent with this Constitution, the Purposes, the Act and any other laws. All Bylaws, policies, procedures, codes and regulations are binding on Artistic Swimming New Zealand Incorporated and the Members.
- 12.2 The making, amendment, revocation, or replacement of a Bylaw policy, procedure, code or regulation is not an amendment of this Constitution.

## 13. Integrity

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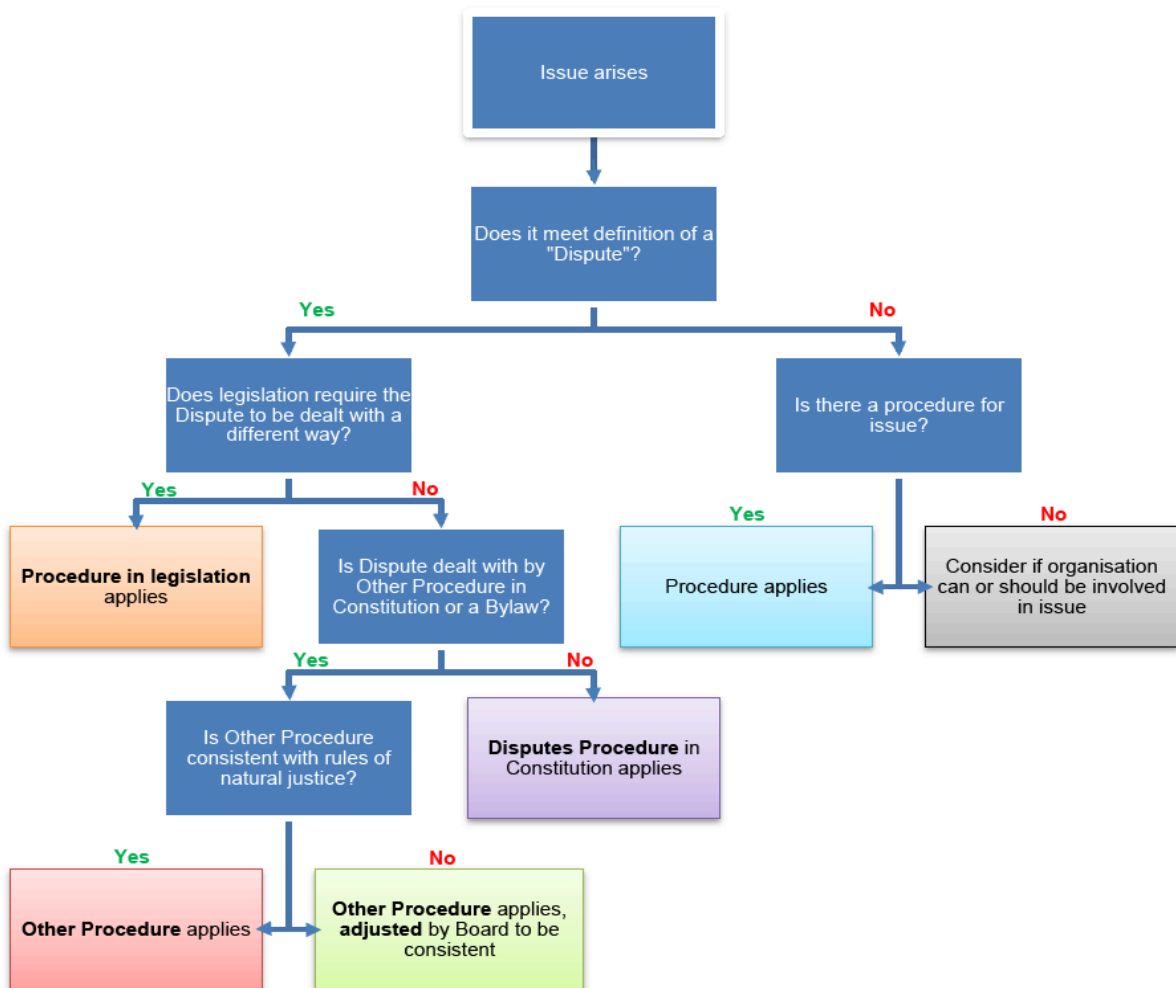
### Anti-doping

- 13.1 Artistic Swimming New Zealand Incorporated adopts the Sports Anti-Doping Rules (**SADR**) made by the Integrity Sport and Recreation Commission under the Integrity Sport and Recreation Act 2023 as its Bylaws on anti-doping and agrees to be bound by SADR. All Members:
- (a) agree to the application of SADR; and
  - (b) must require in their constitutions (as applicable) that their members agree to the application of SADR.

### Integrity Code

- 13.2 In this clause 13, **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.
- 13.3 If Artistic Swimming New Zealand Incorporated adopts an Integrity Code, the Members of Artistic Swimming New Zealand Incorporated are bound by the Integrity Code.

14. **Dispute resolution**





14.1 In this clause 14:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers, any one or more contracted employees of Artistic Swimming New Zealand and Artistic Swimming New Zealand Incorporated, that relates to an allegation that:
- (i) a Member or an Officer has engaged in misconduct; or
  - (ii) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
  - (iii) Artistic Swimming New Zealand Incorporated has breached, or is likely to breach, a duty under this Constitution or the Act; or
  - (iv) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged.
- (b) Disputes Procedure means the procedure for resolving a Dispute set out in the Bylaws or otherwise in accordance with clauses 14.6 to 14.18;
- (c) a Member is a reference to a Member acting in their capacity as a Member;
- (d) an Officer is a reference to an Officer acting in their capacity as an Officer.

**Application of other legislation to a Dispute**

14.2 The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

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

14.3 If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.

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

**Application of the Disputes Procedure**

14.5 If the Dispute is not required by other legislation to be dealt with in a different way and it is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

### ***Disputes Procedure***

#### **Raising a complaint**

- 14.6 A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Board setting out:
- (a) the allegation to which the dispute relates and who the allegation is against; and
  - (b) any other information reasonably required by Artistic Swimming New Zealand Incorporated.
- 14.7 Artistic Swimming New Zealand Incorporated may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
- 14.8 The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

#### **Investigating and determining Disputes**

- 14.9 Unless otherwise provided, Artistic Swimming New Zealand Incorporated must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined.
- 14.10 Disputes must be dealt with in a fair, efficient, and effective manner.

#### **Decision to not proceed with a matter**

- 14.11 Despite the contents of the Disputes Procedure, Artistic Swimming New Zealand Incorporated may decide not to proceed with a matter if:
- (a) the Complaint is trivial; or
  - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
    - (i) any material misconduct; or
    - (ii) any material breach or likelihood of material breach of a duty under this Constitution or the Act; or
    - (iii) any material damage to a Member's rights or interests or Members' rights or interests generally; or
  - (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
  - (d) the person who makes the Complaint has an insignificant interest in the matter; or
  - (e) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
  - (f) there has been an undue delay in making the Complaint; or



- (g) the Complaint involves two Members who are also members of an organisation (**Club X**) which is also a Member of Artistic Swimming New Zealand Incorporated and the Complaint has either been dealt with by Club X or is required to be, pursuant to the dispute resolution procedures of Club X.

#### **Complaint may be referred**

14.12 Artistic Swimming New Zealand Incorporated may refer a Complaint to:

- (a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or
- (b) a subcommittee or an external person to investigate and report; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

#### **Hearing Body**

14.13 The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by, any Hearing Body. Each Hearing Body has delegated authority by the Board to resolve, or assist to resolve, Complaints.

#### **Bias**

14.14 An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Board or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

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

#### **Complainant's right to be heard**

14.15 The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If Artistic Swimming New Zealand Incorporated makes a Complaint, Artistic Swimming New Zealand Incorporated has a right to be heard before the Complaint is resolved or any outcome is determined, and a Board Member may exercise that right on behalf of Artistic Swimming New Zealand Incorporated.

14.16 A Member or Officer or Artistic Swimming New Zealand Incorporated must be taken to have been given the right if:

- (a) the Member or Officer or Artistic Swimming New Zealand Incorporated has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
- (b) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (c) an oral hearing, if any, is held before the Hearing Body; and



- (d) the Member's or Officer's or Artistic Swimming New Zealand Incorporated's written statement or submission, if any, are considered by the Hearing Body.

#### **Respondent's right to be heard**

- 14.17 The Member or Officer who, or Artistic Swimming New Zealand Incorporated which, is the subject of the Complaint (**Respondent**) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is Artistic Swimming New Zealand Incorporated, a Board Member may exercise the right on behalf of Artistic Swimming New Zealand Incorporated. A Respondent must be taken to have been given the right if:
- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
  - (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is to be held; and
  - (c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
  - (d) an oral hearing, if any, is held before the Hearing Body; and
  - (e) the Respondent's written statement or submissions, if any, are considered by the Hearing Body.

#### **Appeals**

- 14.18 Unless this Constitution or any Bylaw provides otherwise, any Member wishing to appeal a decision of Artistic Swimming New Zealand Incorporated regarding selections where they have exhausted their rights of appeal within this Constitution and/or any Bylaw, may appeal to the Sports Tribunal of New Zealand. The rules of the Sports Tribunal of New Zealand apply to any such appeal.

### **15. Liquidation and removal**

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- 15.1 The Board must give notice to all Members at least 20 Working Days of a proposed motion:
- (a) to appoint a liquidator;
  - (b) to remove Artistic Swimming New Zealand Incorporated from the Register of Incorporated Societies; or
  - (c) for the distribution of Artistic Swimming New Zealand Incorporated's surplus assets.
- 15.2 The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.

- 15.3 Any resolution for a motion set out in clauses 15.1(a) to (c) must be passed by a Special Resolution of Members.
- 15.4 The surplus assets of Artistic Swimming New Zealand Incorporated, after the payment of all costs, debts and liabilities, must be disposed of to any not-for-profit entity that shares similar purposes to Artistic Swimming New Zealand Incorporated.

**16. Matters not provided for**

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

**17. Transition**

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- 17.1 This clause 17 applies to facilitate the transition of Artistic Swimming New Zealand Incorporated from the previous constitution to this Constitution. If this clause is inconsistent with any other clause in this Constitution, this clause applies to the extent of the inconsistency and the other clause will not.
- 17.2 Subject to the Act, the Board may amend any requirement for and/or the date by which this Constitution requires anything to be done. This clause applies for a period of two (2) years and is solely to enable flexibility in the transition of Artistic Swimming New Zealand Incorporated from the previous constitution to this Constitution and to correct any unintended consequences occurring through different wording being used.

**Transition of Board Members**

- 17.3 Subject to this Constitution, every Board Member which was a board member for Artistic Swimming New Zealand Incorporated immediately prior to the commencement of this Constitution, continues as a Board Member.

**Transition of Members**

- 17.4 Subject to this Constitution, every Member which was a member of Artistic Swimming New Zealand Incorporated and recorded on the Member Register immediately prior to the commencement of this Constitution, continues as a Member.

**Transition of Bylaws**

- 17.5 All bylaws, policies, regulations of Artistic Swimming New Zealand Incorporated which were in force immediately prior to this Constitution or any previous constitution coming into force continue in force, until such time as they are revoked by the Board. If any of those bylaws, policies, regulations are inconsistent with this Constitution (whether in whole or in part), the Board will determine the matter as it sees fit, to the extent of any such inconsistency.