



**MINUTES OF THE SPECIAL GENERAL MEETING  
OF  
NEW ZEALAND BRIDGE INCORPORATED  
Held at 6pm on Friday, 4<sup>th</sup> October 2013  
In the Kingsgate Hotel Hamilton**

**PRESENT** NZ Bridge Board - Kay Nicholas (Chair), Graham Wakefield, Murray Wiggins, Allan Barclay & Patsy Walters.

**Secretary of NZ Bridge** – Alister Stuck

**Chief Director** - Arie Geursen

**Authorised Delegates**

Allan Joseph (Kairangi) , Allan Morris (Auckland), Ruth Brucker (Wellington), Dot Rapley (Golden Bay), Mary Pennington (Marlborough), Marilyn Jackson (Invercargill), Arie Geursen (Franklin), (Chris Marshall (Picton), Richard Hooper (Hamilton), Rona Driscoll (Taupo), Linda Rigler & Peter Delahunty (Karori), Richard Bland (Whangarei), Keith Nicholas (Timaru), Bob & Sue Brown (Kerikeri), Phil Rutherford & Ray Curnow (Westport)

**Proxy Votes**

Graham Wakefield (Howick), Kay Nicholas (Geraldine)

**Observers**

Sharon Simiona

**WELCOME**

The Chairperson, Kay Nicholas, welcomed all those present, Board members, authorised Club Delegates (or Alternates) and Observers. A roll call was taken of those present.

**APOLOGIES**

Alan Turner, Shirley Newton, Richard Solomon, Angela Royle & Heather Jared

Moved that the apologies be accepted.

**CARRIED**

## **GENERAL BUSINESS**

### **Remit from the Board of New Zealand Bridge**

**That the Constitution of New Zealand Bridge Incorporated be amended as follows:-**

**That Clauses 10.3, 10.5 and 10.8** respectively be deleted and be replaced by the following respective Clauses in lieu in each instance, namely:-

- 10.3** All nominations must be sent to the Secretary at the registered office of NZ Bridge in a tracked courier bag (signature required) in sufficient time to be in the hands of the Chief Executive or Secretary of NZ Bridge no later than 5.00 pm on the 2<sup>nd</sup> (second) Tuesday of February in any year and the nominations shall be posted on the NZ Bridge website before 5.00pm on the next business the day following such receipt.
- 10.5** If there are no nominations for Chairperson, or fewer nominations than vacancies for the position of Board Member, then nominations for that particular vacancy or vacancies shall be extended to 5.00 pm on the 3<sup>rd</sup> (third) Tuesday of February in that year and any further nominations shall be submitted to the Secretary as provided under **Clause 10.3**.
- 10.8** Postal ballot papers shall be sent to the secretary of all Affiliated Clubs no later than the 3<sup>rd</sup> (third) Friday of February and the completed ballot paper signed by the chairperson or president or secretary of that Affiliated Club must be received by the Secretary no later than 5.00pm on the 2<sup>nd</sup> (second) Tuesday of March.

**CARRIED**

**And that Clause 20 be deleted and replaced with the following Clause in lieu, namely:-**

### **20. NZ Bridge Annual Subscription Levy**

- 20.1 Each Affiliated Club shall be liable to pay NZ Bridge an annual subscription levy ("the subscription levy") per Player member designating that Affiliated Club as his/her Home Club and appearing on the masterpoint database maintained by NZ Bridge ("the designated Players"), being such sum (plus GST) as shall have been fixed for that purpose from time to time by resolution of the Board in respect of the 12 month period commencing on the 1<sup>st</sup> day of April in each year.
- 20.2 The subscription levy shall be fixed by the Board so as to include not less than \$2.00 to be allocated by the Board from time to time to the Regional Committee for the territorial area in which the Affiliated Club is situated.

- 20.3 The subscription levy shall be due and payable by each Affiliated Club quarterly in advance by instalments due on the 1<sup>st</sup> days of April, July, October and January ("the due dates") in each and every year with each such instalment calculated by reference to the designated Players recorded on the masterpoint database maintained by NZ Bridge as at the end of the immediately preceding quarter.
- 20.4 If part or all of any instalment of the subscription levy of any Affiliated Club remains unpaid sixty (60) days after the relevant due date for such instalment the Affiliated Club shall be forthwith deemed to be suspended from participation in any activities under the jurisdiction of NZ Bridge, and shall not be entitled to exercise any vote or make any nomination, and no member of such Affiliated Club designating that club as his/her Home Club shall be entitled to play or compete in any tournament match or event conducted under the jurisdiction of NZ Bridge nor be eligible for the award of any masterpoints during such suspension, pending payment by the Affiliated Club of that portion of the subscription levy.

**CARRIED**

**And that Clause 28 be deleted and replaced with the following Clause in lieu, namely:-**

**28. Right of Appeal**

- 28.1 A decision or determination made by the Conduct, Discipline and Disputes Committee under these Rules may be appealed by any person affected by Notice in Writing to that effect delivered to the Chief Executive or secretary within ten (10) working days of the date such decision is made and recorded by the Conduct, Discipline and Disputes Committee and formally advised in writing to such person or persons as are the subject of the decision.
- 28.2 A decision or determination of the Conduct, Discipline and Disputes Committee so advised can be appealed only and exclusively to a Tribunal which shall be constituted for such purpose by resolution of the Board on each occasion notice is received from any party or person affected by such decision in accordance Rule 28.1, utilising not less than three (3) current members of the Sports Tribunal established by the Board of Sport and Recreation New Zealand pursuant to the Sport and Recreation Act 2002 and continued under the provisions of the Sports Anti-Doping Act 2006.
- 28.3 Any appeal notified in accordance with Clause 28.1 shall not be treated as valid unless accompanied by a deposit of \$1,500 which deposit shall then be forthwith paid by NZ Bridge to the Registrar of the Tribunal and may be applied by the Registrar either in or towards satisfaction of any order requiring the appellant to pay or contribute towards any costs to be paid by the appellant under Clause 28.4, or, in the event no such

order is made by the Tribunal, shall be refunded by the Registrar to the appellant after resolution of the appeal.

- 28.4 The practice and procedure of such Tribunal shall be regulated by and be consistent with the Sports Tribunal Rules published from time to time modified on any occasion as the Tribunal may think fit and the Tribunal shall have jurisdiction to exercise the same powers of enquiry and determination as are conferred upon the Conduct, Discipline and Disputes Committee under these rules including the power to impose any of the sanctions identified and to make any order requiring any appellant or appellants meet the costs of, or make a payment towards the costs of, the Tribunal hearing such appeal and conducting any enquiry and making any final determination, and including the costs and expenses incurred by any Tribunal members, witnesses or others in relation to such appeal hearing, such payments to be made on such basis as the tribunal shall determine.

**CARRIED**

**And that Clause 36 be deleted and replaced with the following Clause in lieu, namely:-**

**36. Non Payment of Monies Owing**

- 36.1 Any player who has become liable to make a payment to NZ Bridge, whether by way of entry fee to any Tournament or other event, deposit, charge for participation in any examination, for the purchase of any goods or materials, or pursuant to any order made by the Conduct, Discipline and Disputes Committee and/or any Tribunal constituted under Clause 28, or arising in any other manner whatsoever, and has not made such payment within thirty (30) days after the date such payment is due or such liability is incurred as the case may be shall forthwith be deemed to be suspended from any activities under the jurisdiction of NZ Bridge and shall not be entitled to play or compete in any tournament, match or event conducted under the jurisdiction of NZ Bridge nor be eligible for the award of any masterpoints during such suspension, and shall not be entitled to make any nomination nor act as a member of the Board or of any Committee constituted by the Board, pending the settlement in full of such liability to the satisfaction of the Chief Executive or Secretary.

**CARRIED**

The Chair thanked all those who had attended, commented on various aspects of the proposal and contributed to the decision making.

**The Chair closed the meeting at 6.15pm**