



NEW ZEALAND  
**CHESS**  
F E D E R A T I O N

# Membership Bylaws

ADOPTED 1 FEBRUARY 2026

# Introduction

These Membership Bylaws are to be read in conjunction with, but are not a part of, the Constitution of the New Zealand Chess Federation Incorporated (“**NZCF**” or “**the Society**”). Interpretations, definitions and terms in the NZCF Constitution have the same meanings in the Membership Bylaws unless the context requires otherwise.

For the avoidance of doubt, in the case of any contradiction between the Membership Bylaws and the Constitution, the Constitution prevails.

## PART 1 – OVERVIEW

### 1. Definitions

- 1.1. “**Club**” means a Club Member, Associate Member or Affiliate.
- 1.2. “**FIDE**” means the Federation Internationale des Echecs.
- 1.3. “**Membership Administrator**” means a person appointed by the NZCF Council under section 9 of these bylaws.

### 2. Purpose of these bylaws

- 2.1. The purposes of NZCF are to:
  - Encourage, foster and promote the game of chess as an amateur sport in New Zealand;
  - Arrange, regulate and control such matches, tournaments, competitions and other chess events (particularly New Zealand, North Island and South Island Championships) as it may deem desirable;
  - Promote and further international cooperation in chess and in pursuance thereof to affiliate with any international chess organisation and to permit, encourage and assist financially or otherwise the participation by New Zealand chess players in international events; and
  - Select those chess players who shall represent New Zealand at international events.
- 2.2. To fulfil these purposes, NZCF has the power under the Constitution and Incorporated Societies Act 2022 to determine its membership, including accepting, suspending, and terminating Members.
- 2.3. The NZCF Council has the power to make, amend, replace and revoke bylaws for the conduct and control of activities and Members.
- 2.4. These bylaws set out procedures and requirements for membership of NZCF, including:
  - The process for becoming a Member.
  - Member rights and obligations.
  - How information about Members, and others involved in chess, is collected, held, and used by NZCF (directly and via Clubs and other persons).
- 2.5. These bylaws set out procedures and requirements for becoming an NZCF Affiliate, including:
  - The process for becoming an Affiliate.
  - Affiliates’ rights and obligations.

### 3. Status and Application

- 3.1. These bylaws are binding on all persons wishing to become Club Members, Individual Members, and/or Affiliates, persons under the jurisdiction of NZCF and/or persons who agree to be bound by them. Without limiting the application of these bylaws, and for the avoidance of doubt, current members are under the jurisdiction of NZCF.
- 3.2. These bylaws supersede all prior membership policies or procedures.

## PART 2 – MEMBERSHIP/AFFILIATION RIGHTS AND REQUIREMENTS

### 4. Individual Members

- 4.1. **Application:** Every person wishing to be an Individual Member must apply on an approved form or via the NZCF website or a Club of which they are, or have applied to become, a member. An application is made when it has been received via the NZCF website or by a Club.
- 4.2. **Conditions:** Applicants must consent to becoming a member of the NZCF, provide required Member Information and pay applicable subscriptions (as set out in the Supplementary Bylaws) and fees unless waived by the Council. Where an Individual Member is a member of more than one Club, that Individual Member will owe only one (1) Membership Subscription to NZCF. Applicants are not NZCF members until their application is approved by the Council or a Membership Administrator. The Council may decline an application for membership.
- 4.3. **Categories:**
  - 4.3.1. **Club Member membership**
  - 4.3.2. **1-year membership**
  - 4.3.3. **1-month membership**
  - 4.3.4. **Life Membership**
- 4.4. **Duration/Expiry:** Unless renewed by paying the applicable subscription on or before the expiry date, membership expires as follows:
  - 4.4.1. **Club Member membership** expires after the later of 1 year from date of acceptance or 31 March;
  - 4.4.2. **1-year membership** expires after 1 year from date of acceptance
  - 4.4.3. **1-month membership** expires after 1 month from date of acceptance
  - 4.4.4. **Life Membership** does not expire and is not required to pay a subscription
- 4.5. **Resignation:** Individual Members must give written notice which takes immediate effect unless stated otherwise. Resignation does not absolve financial obligations.
- 4.6. **Rights:** Members may participate in competitions rated by NZCF-rated and FIDE-rated competitions held in New Zealand, represent New Zealand at official FIDE events, if selected by NZCF, and attend General Meetings (without voting rights).
- 4.7. **Obligations:** Members must comply with the NZCF Constitution, Bylaws, Regulations and Policies.
- 4.8. **1-Month Member Subscription Waiver:** In accordance with 7.14 of the Constitution, a 1-Month membership Subscription is waived if the Council or a Membership Administrator considers the following conditions are met:
  - 4.8.1. The Individual Member has attended a regular Club night, as notified to NZCF, and entered no more than one (1) competition rated by NZCF and/or FIDE; and

- 4.8.2. The Individual Member has played no more than two (2) games rated by NZCF and/or FIDE at a standard time control, or in no more than two (2) weeks of a competition rated by NZCF and/or FIDE at a rapid or blitz time control; and
- 4.8.3. The Individual Member has not paid a subscription, fee, donation or koha to that Club for attendance at the Club, entering Club competitions or otherwise.
- 4.8.4. For the avoidance of doubt, a person will not be considered to have entered a competition if they do not play any rated games in that competition.

## 5. Club Members

- 5.1. **Application:** Chess Clubs, which are Incorporated Societies, must apply in writing using the prescribed form, and email to NZCF along with other documents that show the requirements in the Constitution and Bylaw 5.2 are met. The Council may decline a Club membership application.
- 5.2. **Requirements:**
  - 5.2.1. Consent to becoming a NZCF member; and
  - 5.2.2. Registered as an Incorporated Society for at least 12 months; and
  - 5.2.3. Organise and host chess events and competitions; and
  - 5.2.4. Constitution aligned with NZCF (any template constitution made available by NZCF would ordinarily be considered to align with NZCF); and
  - 5.2.5. Provide Officer details, Club Member representative (who must be an Officer of the Club Member), and contact person(s) (*see 9.6*); and
  - 5.2.6. Provide Information about the Club's arrangements for its regular club night(s); and
  - 5.2.7. Agreement to use the online member database and/or prescribed forms; and
  - 5.2.8. Payment of membership subscription.
- 5.3. **Fees:** Payment of subscriptions and other fees as prescribed.
- 5.4. **Resignation:** Club Members must give written notice with immediate effect unless stated otherwise. Resignation does not absolve financial obligations. The Club Member must return all equipment and other assets, and cease to use all software licenses.
- 5.5. **Audit:** NZCF may audit Club Members to ensure compliance.
- 5.6. **Rights:** Attendance and voting at General Meetings, organising NZCF-rated and FIDE-rated competitions subject to the Constitution and relevant Bylaws, Regulations, Policies and any other NZCF and/or FIDE requirements. Club Members are affiliated to NZCF.
- 5.7. **Agency:** Club Members are authorised to act as agents of NZCF with respect to receiving applications, renewals, changes, corrections, and subscriptions for Individual Members and remitting same to NZCF either via the NZCF website or approved or prescribed forms.
- 5.8. **Voting Calculations:** A Club Member's general meeting votes are based on the number of Individual Members who belong to the Club Member at the time notice of the meeting is given, as long as the Club Member is a Financial Member.

For the avoidance of doubt, an Individual Member belongs to a Financial Member if, and only if, the Individual Member is a member of that Financial Member as confirmed by the Member Database. Where an Individual Member belongs to more than one (1) Financial Member, if there is a dispute regarding which Financial Member that Individual Member belongs to (for the purposes of determining votes), the Council will determine which Financial Member the Individual Member belongs to using the following points in order:

- 5.8.1. Which Financial Member is the Individual Member's Primary Club in the Member Database (*see 10.1.2*)

- 5.8.2. Which Financial Member registered the Individual Member
- 5.8.3. At which Financial Member the Individual Member has played more standard NZCF-rated competitions and games in the last year
- 5.8.4. At which Financial Member the Individual Member has played more rapid NZCF-rated competitions and games in the last year

## 6. Associate Members

- 6.1. **Types:** Unincorporated groups that formed a chess club and were accepted as Associate Members prior to reregistration of NZCF as an incorporated society on 29 January 2026.
- 6.2. **Application:** This category is closed to new Members.
- 6.3. **Rights:** Same as Club Members except Associate Members may attend General Meetings but do not have voting rights.
- 6.4. **Fees, Resignation, Audit and Agency:** Same as Club Members.

## 7. Affiliates and Affiliation

- 7.1. **Application:** Chess Clubs, Regional Associations of Chess Clubs, or registered Charities with one or more aligned purposes, must apply in writing using the prescribed form and email to NZCF along with other documents that show the requirements in Bylaw 7.2 are met. The Council may decline an application for Affiliation.
- 7.2. **Requirements:**
  - 7.2.1. Organise, host and/or compete in chess events and/or competitions
  - 7.2.2. Constitution, rules or other equivalent document(s)
  - 7.2.3. Member-based (have individual members or, for regional associations, membership may be restricted to Clubs in a region) as set out in the documents in 7.2.2 other than registered charities and school chess clubs for students enrolled at that school
  - 7.2.4. Provide Officer details (a single officer is acceptable)
  - 7.2.5. Agreement to use the NZCF online membership system and/or prescribed forms
  - 7.2.6. Payment of fees
  - 7.2.7. Non-profit i.e. not operating for financial gain, as defined by the Incorporated Societies Act 2022, of members or other associated individuals.
- 7.3. **Resignation and Audit:** Same as Club Members.
- 7.4. **Agency:** Same as Club Members except members of Affiliates may not be registered or renewed as Individual Members by the Affiliate for the Club Member membership category.
- 7.5. **Fees:** Payment of other fees as prescribed, and Affiliation Fees as follows:
  - 7.5.1. School Chess Clubs – \$0
  - 7.5.2. Clubs in tertiary institutions and restricted to students enrolled at that institution – \$0
  - 7.5.3. Regional Associations – \$0
  - 7.5.4. Clubs with 0-49 members – \$0
  - 7.5.5. Clubs with 50 or more members – \$100
  - 7.5.6. For the avoidance of doubt, 7.5.5 does not apply if 7.5.1, 7.5.2 or 7.5.3 apply.
- 7.6. **Rights:** Organising NZCF-rated and FIDE-rated competitions subject to the Constitution and relevant Bylaws, Regulations, Policies and any other NZCF and/or FIDE requirements.
- 7.7. **Reporting:** Reporting as required by the Council.
- 7.8. **Duration/Expiry:** By 20 December each year.
- 7.9. **Termination:** Affiliation may be terminated by the Council where, in the opinion of the Council, continued Affiliation with NZCF is undesirable, or an Affiliate:
  - 7.9.1. Has ceased to operate; or

- 7.9.2. Has not organised or competed in chess events and/or competitions for 1 year; or
- 7.9.3. Is unfinancial (one or more payments or invoices are overdue by more than 20 working days); or
- 7.9.4. Has ceased to be non-profit; or
- 7.9.5. Has breached the NZCF Constitution, Bylaws, Regulations or Policies.

## **PART 3 – MEMBER INFORMATION AND DATABASE**

### 8. Member Database

- 8.1. NZCF shall maintain a Member and Club database.
- 8.2. Purposes include:
  - 8.2.1. Maintaining an accurate Register of Members.
  - 8.2.2. Complying with legislation, particularly the Incorporated Societies Act 2022 and Privacy Act 2020.
  - 8.2.3. Complying with the Constitution, Bylaws, Regulations and Policies.
  - 8.2.4. Complying with the requirements of FIDE and other organisations that NZCF is a member of, or otherwise affiliated to.
  - 8.2.5. Purposes authorised under the Constitution, other Bylaws, Regulations and Policies.
  - 8.2.6. Communicating effectively and efficiently with Members.
  - 8.2.7. Communicating effectively and efficiently with FIDE and other organisations that NZCF is a member of, or otherwise affiliated to.
  - 8.2.8. Promoting competitions, events and other opportunities.
  - 8.2.9. Enabling NZCF to raise funds and seek funding and sponsorship while protecting the privacy of individuals.
  - 8.2.10. Tracking membership and participation trends.
  - 8.2.11. Assisting Clubs to comply with legislation, the Constitution, Bylaws, Regulations and Policies, and their own constitutions, bylaws, regulations and policies.

### 9. Authorised Persons and Membership Administrators

- 9.1. Persons authorised to access and maintain the Member Database will be Membership Administrators.
- 9.2. The Chairperson and NZCF Administrator shall be Membership Administrators *ex officio*.
- 9.3. The Council may appoint additional Membership Administrators whose names must be published on the NZCF website.
- 9.4. The Council may approve the creation of one or more NZCF email addresses and/or forms as the primary contact method for membership queries and/or the operation of these Bylaws.
- 9.5. There shall be a Membership Committee comprising all Membership Administrators. The Membership Committee shall be chaired by the Chairperson unless the Membership Committee elects another member of the Membership Committee to be chairperson. The Membership Committee may regulate its own procedures and is delegated to make decisions the Council could make under these Bylaws except:
  - 9.5.1. To appoint Membership Administrators
  - 9.5.2. To suspend or terminate membership or Affiliation
  - 9.5.3. To decline applications for Club Membership or Affiliation
  - 9.5.4. Decisions under section 12 of these Bylaws
- 9.6. Membership Committee decisions may be appealed to the Council by written notice within 5 working days of receipt.

- 9.7. The Council may authorise other persons to access the Member Database for an authorised purpose under reasonable conditions as the Council sees fit to impose or require.
- 9.8. Each Club must appoint between one (1) and three (3) contact persons for membership queries from Membership Administrators and to submit Member Information and corrections. The Club must provide contact details to the Council.

## 10. Member Information

- 10.1. Member Information includes: first and last name, NZCF ID, FIDE ID, email address, phone number, address, date of birth, gender, membership category, club, joining date, and payment details. For members under the age of 18 when making an application, Member Information also includes name and contact details of a parent or guardian.
  - 10.1.1. "NZCF ID" is a unique identifier issued to Individual Members by the Member Database, a Membership Administrator, the Ratings Officer, or another person authorised the Council. Its purpose is to ensure that individuals are identified correctly. This allows effective and efficient operation of the NZCF and its systems, effective, efficient and accurate interaction with FIDE, and effective, efficient and accurate information sharing with Clubs.
  - 10.1.2. "Club" will automatically be the Club which registers an Individual Member unless notified to the contrary or corrected, but may be more than one Club where an Individual Member is a member of more than one Club. Where an Individual Member is a member of more than one Club, one Club must be nominated as the Primary Club.
  - 10.1.3. For the avoidance of doubt, "payment information" includes payment by a Club.
- 10.2. "Joining date" is the date of the first time the Individual Member became a member.
- 10.3. For former Individual Members whose membership has been terminated, the date membership was terminated and Membership Information other than payment information will be retained for 7 years from termination. NZCF ID and first and last name will be retained indefinitely.
- 10.4. Clubs must provide Member Information for new Individual Members within 10 working days of receipt or 10 working days of the final day of a rated competition for Individual Members who played in that rated competition.
- 10.5. Clubs must provide changes and corrections to Member Information received from Individual Members within 10 working days of receipt.
- 10.6. Clubs must make best endeavours to ensure that Member Information provided to NZCF is correct.
- 10.7. For current Individual Members or former Individual Members whose membership was terminated less than 7 years prior to rejoining, Clubs are only required to provide NZCF ID, first and last name, and, if applicable, corrections to current Member Information.
- 10.8. Individual Members must ensure their Member Information is correct. Individual Members must:
  - 10.8.1. Change or correct their own Member Information where the Member Database provides that option; or
  - 10.8.2. Inform a Membership Administrator, or a Club they are a member of, of changes or corrections.

## 11. Privacy and Security

- 11.1. NZCF shall comply with the Privacy Act 2020.
- 11.2. NZCF shall comply with the NZCF Privacy Policy.

- 11.3. Member Information shall only be used for authorised purposes.
- 11.4. Restriction on Sale or Release of Member Information:
  - 11.4.1. No Member Information shall be sold, distributed, circulated, or otherwise given or supplied by NZCF or any Club to any third party, including a mailing house or sponsor.
  - 11.4.2. This does not prevent NZCF or any Club from sending promotional material and other information from or on behalf of third parties to individuals named on the Member Database, provided that the use is in accordance with the purposes specified in these bylaws and otherwise in accordance with law.
  - 11.4.3. This clause does not prevent an individual recipient of an unsolicited commercial electronic message from unsubscribing to such message in accordance with the Unsolicited Electronic Messages Act 2007.

## **PART 4 – COMPLIANCE**

### **12. Audit, Compliance and Penalties**

- 12.1. NZCF may conduct an audit of any Club to check that the Club is complying with the Constitution, Bylaws (including these bylaws), Regulations or Policies. This may be carried out at any time by any person authorised to do so on behalf of the Council, on 10 working days' written notice to the Club. A Club must comply with reasonable information requests as part of the audit including providing:
  - 12.1.1. The Club's constitution, bylaws, regulations, policies and any similar documents
  - 12.1.2. Evidence of the Club's legal status
  - 12.1.3. Minutes of Club meetings including committee meetings
  - 12.1.4. Financial, bank, accounting and/or similar records
  - 12.1.5. Membership records
  - 12.1.6. Competition records
  - 12.1.7. Correspondence
- 12.2. If, as a result of the audit, the Council considers a Club is not or may not be complying with the Constitution, Bylaws (including these bylaws), Regulations and/or Policies, the Council may take such steps as it considers appropriate, which include:
  - 12.2.1. Undertaking further enquiries
  - 12.2.2. Requiring representatives of the Club to attend a meeting with representatives of the Council to discuss the matter
  - 12.2.3. Requiring the Club to take such remedial action on such terms and conditions as the Council considers appropriate
  - 12.2.4. Deciding that the Club has not complied with these bylaws, provided that concerns were provided in writing to the Club and the Club was given ten (10) working days to respond before a decision was made
  - 12.2.5. Considering the conduct under the relevant provision of the Constitution, other Bylaw, Regulation and/or Policy where applicable
- 12.3. Non-Compliance with these Bylaws may be Minor or Serious. Non-Compliance would ordinarily be considered Minor where the Non-Compliance was inadvertent, due to a misunderstanding or misinterpretation, not material, or of no more than minor effect. Sanctions for Minor Non-Compliance include:
  - 12.3.1. An explanation of the Non-Compliance and directives to avoid similar Non-Compliance recurring
  - 12.3.2. A warning
- 12.4. Serious Non-Compliance includes:

- 12.4.1. 3 or more warnings in a 1-year period
- 12.4.2. A privacy breach which may cause or has caused serious harm as defined by the Privacy Act or the Office of the Privacy Commissioner
- 12.4.3. Unauthorised disclosure or usage of Member Information
- 12.4.4. Refusal to comply with these bylaws
- 12.4.5. Club arrangements (including membership structures and arrangements) that, in the opinion of the Council, are for the purpose of avoiding or evading subscriptions and/or other fees
- 12.4.6. Deliberately providing incorrect information required under these bylaws including Member Information and/or making a false declaration
- 12.4.7. Any other Non-Compliance which, in the opinion of the Council, is of a similarly serious nature.
- 12.5. Sanctions for Serious Non-Compliance include:
  - 12.5.1. A warning or other lesser penalty
  - 12.5.2. Imposing a financial penalty of up to \$100
  - 12.5.3. Suspending the Individual Member's rights as a Member (other than rights with respect to General Meetings of NZCF), pending the satisfactory resolution of the Non-Compliance
  - 12.5.4. Terminating the Individual Member's membership in accordance with Clause 7.20 of the Constitution
  - 12.5.5. Suspending the Club's rights as a Club (other than rights with respect to General Meetings of NZCF), pending the satisfactory resolution of the Non-compliance
  - 12.5.6. Terminating the Club's membership in accordance with Clause 7.20 of the Constitution, or Affiliation in accordance with these Bylaws
- 12.6. The Council may require repayment of reasonable costs incurred by NZCF caused by Serious Non-Compliance, including costs of an audit if applicable.

## **PART 5 – MISCELLANEOUS**

### **13. Finance and Reporting**

- 13.1. Membership Administrators are delegated by the Council to waive or reduce the subscription fee for an Individual Member in any individual case.
- 13.2. Membership Administrators are delegated by the Council to defer the due date of a subscription fee in any individual case.
- 13.3. The Council may waive or reduce Competition Fees (see the Supplementary Bylaws) for rated competitions organised by a Club for its members on its regular club nights where not all players are NZCF Members.
- 13.4. The Council may charge the organiser/Club the equivalent of a 1-Month Membership subscription fee for each non-Member who plays in a rated competition.
- 13.5. The Membership Committee shall provide reports to the Council as directed.

### **14. Forms**

- 14.1. The Council may approve forms for any purpose under these Bylaws.
- 14.2. Approved forms may be optional e.g. templates or Prescribed Forms.
- 14.3. Approved forms and Prescribed Forms must be published on the NZCF website except for combined Club and NZCF membership application forms where approval has been sought by the Club and granted by the Council.

## 15. No Waiver

- 15.1. The failure of NZCF to enforce any provision in these Bylaws at any time will in no way affect or waive NZCF's rights to require complete compliance by any person or organisation bound by these Bylaws.

## 16. Transitional Arrangements

- 16.1. The Council may make any transitional arrangements as necessary. Transitional arrangements must be published on the NZCF website.