



Constitution and Rules

Of the

African Communities' Council of Wellington

Incorporated (Revised)



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1. Name

The name of the society is African Communities Council of Wellington Incorporated (in these **Rules** referred to as the '**Society**').

2. Definitions

2.1 In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

2.1.1 '**Act**' means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

2.1.2 '**Annual General Meeting**' means a meeting of the **Members** of the **Society** held once per year which, among other things, will receive and consider reports on the **Society's** activities and finances.

2.2 '**Associated Person**' means a person who:

2.2.1 may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Board Member**, or in any **General Meeting**, or otherwise for the **Society**) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member**.

2.2.2 may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Board Member**, or in any **General Meeting**, or otherwise for the **Society**) relates.

2.2.3 is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Board Member**, or in any **General Meeting**, or otherwise for the **Society**) relates

2.2.4 may be interested in the matter because the Society's constitution so provides.



- 2.2.4.1** but no such **Member** shall be deemed to have any such interest:
- a. merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
 - b. if that **Member**'s interest is the same or substantially the same as the benefit or interest of all or most other members of the **Society** due to the membership of those members; or
 - c. if that **Member**'s interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that
 - d. **Member** in carrying out that **Member**'s responsibilities under this Act or the **Society**'s constitution; or
 - e. if that **Member** is an officer of a union and that **Member**'s interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

2.3 '**President**' means the **Board Member** responsible for, among other things, overseeing the governance and operations of the **Society** and chairing **General Meetings**.

2.4 '**Clear Days**' means complete days, excluding the first and last-named days (for instance, excluding the date a Notice of meeting is posted or sent to Members and the date of the meeting).

2.5 '**Board**' means the **Society**'s governing body.

2.6 '**Board Member**' means a member of the **Board**, including the **President**, **Secretary** and **Director Responsible for Finance**.

2.7 '**Vice President**' means the **Board Member** elected or appointed to deputise in the absence of the **President**.

2.8 '**General Meeting**' means either an **Annual General Meeting** or a **Special General Meeting** of the **Society**.

2.9 '**Matter**' means:



- (a) the **Society's** performance of its activities or exercise of its powers; or
- (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society**.

- 2.10** 'Member' means a person properly admitted to the **Society** who has not ceased to be a member of the **Society**.
- 2.11** 'Notice' to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.
- 2.12** 'Register of Interests' means the register of interests of **Board Members** kept under these **Rules**.
- 2.13** 'Register of Members' means the register of **Members** kept under these **Rules**.
- 2.14** 'Rules' means the rules in this document.
- 2.15** 'Secretary' means the **Board Member** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Board** meetings.
- 2.16** 'Special General Meeting' means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.
- 2.17** 'Director Responsible for Finance' means the **Board Member** responsible for, among other things, overseeing the finances of the **Society**.



3. Purposes

3.1 The primary purposes of the **Society** are to:

- 3.1.1** Represent the interests of different African communities in Wellington
- 3.1.2** Encourage the full participation of Wellington's African communities in the social, economic and cultural life of the New Zealand community
- 3.1.3** Advocate on behalf of the African community in Wellington on matters of social, economic, political and cultural significance and wellbeing to the community.
- 3.1.4** Lobby local government and the State government and organizations in the interest of Wellington's African communities
- 3.1.5** Provide a forum for information dissemination and exchange for Wellington's African communities
- 3.1.6** Provide a forum for consultation between Wellington's African communities and the government (local and State)
- 3.1.7** Consult with government, business, industrial, educational and community bodies in the interest of Wellington's African communities
- 3.1.8** Promote liaison and co-operation between individuals and organizations concerned in African and multicultural affairs
- 3.1.9** Arrange and co-ordinate meetings, discussions, seminars and conferences with respect to African and multicultural affairs



- 3.1.10** Promote research into systemic issues facing Wellington's African communities
 - 3.1.11** Promote community development to assist specific African and/or multicultural communities and organizations with the development of policies, programs and services
 - 3.1.12** Provide guidance and assistance to African and multicultural organizations as may be required
 - 3.1.13** Promote and encourage the development of indigenous African languages, culture and arts
 - 3.1.14** Promote harmonious relations among the various diverse communities in Wellington
 - 3.1.15** Promote harmonious relations among the different African communities in Wellington
 - 3.1.16** Participate as representatives of African community groups in the formulation of policies relating to health and community services, education, employment and training, immigration and humanitarian programs, legal and justice, media and the arts, reconciliation, women's and youth issues
- 3.2** The **Society** must not operate for the purpose of, or with the effect of:
- 3.2.1** any **Member** of the **Society** deriving any personal financial gain from membership of the **Society**, other than as may be permitted by law, or
 - 3.2.2** returning all or part of the surplus generated by the **Society's** operations to **Members**, in money or in kind, or
 - 3.2.3** conferring any kind of ownership in the **Society's** assets on **Members**



- 3.3** but the **Society** will not operate for the financial gain of **Members** simply if the **Society**:
- 3.3.1** engages in trade,
 - 3.3.2** for matters that are incidental to the purposes of the **Society**, pays a **Member** of the **Society** that is a body corporate that is not, or are the trustees of a trust that are not, carried on for the private pecuniary profit of any individual,
 - 3.3.3** reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Society** or while pursuing the **Society's** purposes,
 - 3.3.4** provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
 - 3.3.5** pays a **Member** a salary or wages or other payments for services to the **Society** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the Member than those terms),
 - 3.3.6** pays any **Member** interest at no more than current commercial rates on loans made by that **Member** to the **Society**, or
 - 3.3.7** provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Society**.
- 3.4** No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by the **Society** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.
- 3.5** Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be



reasonable and relative to payments that would be made between unrelated parties.

4. Act and Regulations

- 4.1** Nothing in this Constitution authorises the Society to do anything which contravenes or is inconsistent with the Statute, any regulations made under the Statute, or any other legislation.

5. Registered office

- 5.1** The Registered Office of the **Society** shall be at such place in New Zealand as the **Board** from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Statute.

6. Power to borrow money

- 6.1** The **Society** does not have the power to borrow money.

7. Other powers

- 7.1** In addition to its statutory powers, the **Society**:
- 7.1.1** may use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate, and
 - 7.1.2** may invest in any investment in which a trustee may lawfully invest.



8. Members

8.1 Minimum number of members

8.1.1 The **Society** shall maintain the minimum number of **Members** required by the **Act**.

8.2 Types of members

8.2.1 The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

8.2.2 Member: A **Member** is an individual or body corporate admitted to membership under these **Rules** and who or which has not ceased to be a **Member**.

8.2.3 Life Member: A **Life Member** is a person honoured for highly valued services to the **Society** elected as a **Life Member** by resolution of a **General Meeting** passed by a two-thirds majority of those **Members** present and voting. A **Life Member** shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying subscriptions.

8.2.4 Honorary Member: An **Honorary Member** is a person honoured for services to the **Society** or in an associated field elected as an **Honorary Member** by resolution of a **General Meeting** passed by a simple majority of those present and voting. An **Honorary Member** has no membership rights, privileges or duties.

8.3 Becoming a member: consent

8.3.1 Every applicant for membership must consent in writing to becoming a **Member**.

8.4 Becoming a member: process



- 8.4.1** An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as required by the **Board**.
- 8.4.2** The **Board** may accept or decline an application for membership. The **Board** must advise the applicant of its decision (but is not required to provide reasons for that decision).

8.5 Obligations and rights

- 8.5.1** Every **Member** shall provide the **Society** with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **Society** of any changes to those details.
- 8.5.2** Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Society**.

8.6 Other obligations and rights

- 8.6.1** All **Members** (including **Board Members**) shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.
- 8.6.2** A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Society's** premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the **Society** by due date, but no **Member** or Life **Member** is liable for an obligation of the **Society** by reason only of being a **Member**.
- 8.6.3** Any **Member** that is a body corporate shall provide the **Secretary** with the name and contact details of the person who is the organisation's authorised representative, and that person shall be deemed to be the organisation's proxy for the purposes of voting at **General Meetings**.
- 8.6.4** The **Board** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned,



occupied or otherwise used by the **Society**, including any conditions of and fees for such access or use.

8.7 Subscriptions and fees

8.7.1 The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic instalments).

8.7.2 Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 3 calendar month(s) of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Society** activity or to access or use the **Society**'s premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 6 months of the due date for payment of the subscription, any other fees, or levy the **Board** may terminate the **Member**'s membership (without being required to give prior notice to that **Member**).

8.8 Ceasing to be a member

8.8.1 A **Member** ceases to be a **Member**:

8.8.1.1 on death, or

8.8.1.2 by resignation from that **Member**'s class of membership by notice to the **Secretary**, or

8.8.1.3 on termination of a **Member**'s membership following a dispute resolution process under these **Rules**.

8.8.2 with effect from the death of the **Member** or the date of receipt by the **Secretary**, or any subsequent date stated in the notice of



resignation, or termination of membership following a dispute resolution process under these **Rules**.

8.9 Obligations on resignation

8.9.1 A **Member** who resigns or whose membership is terminated under these **Rules**:

8.9.1.1 remains liable to pay all subscriptions and other fees to the **Society**'s next balance date,

8.9.1.2 shall cease to hold himself or herself out as a **Member** of the **Society**, and

8.9.1.3 shall return to the **Society** all material provided to **Members** by the **Society** (including any membership certificate, badges, handbooks and manuals).

8.9.1.4 shall cease to be entitled to any of the rights of a **Society Member**.

8.10 Becoming a member again

8.10.1 Any former **Member** may apply for re-admission in the manner prescribed for new applicants, and may be re-admitted only by resolution of the **Committee**.

8.10.2 However, if a former **Member**'s membership was terminated following a dispute resolution process, the applicant may be re-admitted only by a **General Meeting** on the recommendation of the **Committee**.

9. General meetings

9.1 Annual General Meetings



9.1.1 An **Annual General Meeting** shall be held once a year on a date and at a location determined by the **Board** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.

9.2 Annual General Meetings: business

9.2.1 The business of an **Annual General Meeting** shall be to:

- a. confirm the minutes of previous **Society** Meeting(s),
- b. adopt the annual report on **Society** business,
- c. adopt the **Director Responsible for Finance's** report on the finances of the **Society**, and the annual financial statements,
- d. set any subscriptions for the current financial year,
- e. consider any motions,
- f. consider any general business.

9.2.2 The Board must, at each Annual General Meeting, present the following information:

- a. an annual report on the affairs of the **Society** during the most recently completed accounting period,
- b. the annual financial statements for that period, and
- c. notice of any disclosures of conflicts of interest made by **Board Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

9.3 Special General Meetings

9.3.1 **Special General Meetings** may be called at any time by the **Board** by resolution. The **Board** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 50 per cent of **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

9.3.2 The **Rules** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the Meeting.



9.4 Procedure

9.4.1 The **Board** shall give all **Members** at least **7 Clear Days**' Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

9.4.2 The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.

9.4.3 All financial **Members** may attend, speak and vote at **General Meetings**:

- a. in person, or
- b. online, or
- c. by a signed original written proxy in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Secretary** before the commencement of the **General Meeting**, or
- d. through the authorised representative of a body corporate as notified to the **Secretary**, or
- e. a combination of the above.

9.4.4 No **General Meeting** may be held unless at least 50 percent of eligible financial **Members** attend. This will constitute a quorum.

9.4.5 If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **President** of the **Society**, and if at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

9.4.6 **General Meetings** may be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each member a reasonable opportunity to participate.

9.4.7 All **General Meetings** shall be chaired by the **President**. If the **President** is absent, the Vice President shall chair that meeting.



9.4.8 Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote

9.4.9 Any person chairing a **General Meeting** may:

- a. With the consent of any that **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- b. Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting, and
- c. In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.

9.4.10 The **Board** may put forward motions for the **Society** to vote on ('**Board Motions**'), which shall be notified to Members with the notice of the **General Meeting**.

9.4.11 Any **Member** may request that a motion be voted on ('**Member's Motion**') at a **General Meeting**, by giving notice to the **Secretary** at least 3 **Clear Days** before that meeting. The **Member** may also provide information in support of the motion ('**Member's Information**').

9.5 Minutes

9.5.1 Minutes must be kept by the **Secretary** of all **General Meetings**.

10. Committee

10.1 Composition

10.1.1 The **Board** will consist of at least 10 **Board Members** who are:

- a. **Members**; and
- b. natural persons; and



- c. not disqualified by these **Rules** or the **Act**.

10.1.2 The **Board** will include:

- a. a **President**,
- b. a **Vice President**,
- c. a **Secretary**,
- d. a **Director responsible for finance**, who may be the same person, and
- e. not fewer than 6 or more than 11 other **Board Members**.

10.2 Qualifications

10.2.1 Prior to election or appointment, every **Board Member** must consent in writing to be a **Board Member** and certify in writing that they are not disqualified from being appointed or holding office as a **Board Member** by these **Rules** or the **Act**.

10.2.2 The following persons are disqualified from being appointed or holding office as a **Board Member**:

- a. a person who is under 16 years of age,
- b. a person who is an undischarged bankrupt,
- c. a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
- d. a person who is disqualified from being a member of the **Board** of a charitable entity under section 31(4)(b) of the Charities Act 2005,
- e. a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 - i. an offence under subpart 6 of Part 4,
 - ii. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961),
 - iii. an offence under section 143B of the Tax Administration Act 1994,



- iv. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii),
 - v. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,
- f. a person subject to:
- i. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
 - ii. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
 - iii. a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

10.3 Election or appointment

10.3.1 The election of **Board Members** shall be conducted as follows:

- a. **Board Members** shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any **Board Member** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Board** (and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as a **Board Member** by these **Rules** or the **Act**).
- b. A candidate's written nomination, accompanied by the written consent of the nominee (who must be a financial member) with a certificate that the nominee is not disqualified from being appointed or holding office as a **Board Member** by these **Rules** or the **Act**, shall be received by the **Secretary** at least 14 **Clear Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.
- c. Votes shall be cast in either in person, online, or in such a manner as the person chairing the Meeting determines. In the event of any vote being tied, the tie shall be resolved by the incoming **Board** (excluding those in respect of whom the votes are tied).
- d. Two **Members** (who are not nominees) or non-**Members** appointed by the **President** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- e. The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.



- f. In the event of any vote being tied, the tie shall be resolved by the incoming **Board** (excluding those in respect of whom the votes are tied).

10.3.2 Apart from the President, all other Board members are to be voted in without title.

10.3.3 The Board will make a determination of the various portfolios of its Members during the second meeting after the election.

10.4 Term

10.4.1 The term of office for all **Board Members** shall be 1 year, expiring at the end of the **Annual General Meeting** in the year corresponding with the last year of each **Board Member's** term of office.

10.4.2 No **Board Member** shall serve for more than 3 consecutive terms.

10.4.3 No **President** shall serve for more than 3 consecutive years as **President**.

10.5 Removal

10.5.1 Where a complaint is made about the actions or inaction of a **Board Member** (and not in the **Board Member's** capacity as a Member of the **Society**) the following steps shall be taken:

- The **Board Member** who is the subject of the complaint, must be advised of all details of the complaint.
- The **Board Member** who is the subject of the complaint, must be given adequate time to prepare a response.
- The complainant and the **Board Member** who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing or at an oral hearing by the **Board** (excluding the **Board Member** who is the subject of the complaint) if it considers that an oral hearing is required.
- Any oral hearing shall be held by the **Board** (excluding the **Board Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be



considered by the **Board**(excluding the **Board Member** who is the subject of the complaint).

10.5.2 If the complaint is upheld the **Board Member** may be removed from the **Board** by a resolution of the **Board** or of a **General Meeting**, in either case passed by a simple majority of those present and voting.

10.6 Cessation of Board Membership

10.6.1 A **Board Member** shall be deemed to have ceased to be a **Board Member** if that person ceases to be a **Member**.

10.6.2 Each **Board Member** shall within 7 **Clear Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of the **Society** held by such former **Board Member**.

10.7 Functions

10.7.1 From the end of each **Annual General Meeting** until the end of the next, the Society shall be governed by the **Board**, which shall be accountable to the **Members** for the advancement of the **Society's** purposes and the implementation of resolutions approved by any **General Meeting**.

10.8 Officers' duties Mandatory

10.8.1 At all times each **Board Member**:

- a. shall act in good faith and in what he or she believes to be the best interests of the **Society**,
- b. must exercise all powers for a proper purpose,
- c. must not act, or agree to the **Society** acting, in a manner that contravenes the Statute or this Constitution,
- d. when exercising powers or performing duties as a **Board Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of the **Society**, the nature of the decision, and the



position of the **Board Member** and the nature of the responsibilities undertaken by him or her,

e. must not agree to the activities of the **Society** being carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, or cause or allow the activities of the **Society** to be carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, and

f. must not agree to the **Society** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Society** will be able to perform the obligation when it is required to do so.

10.9 Powers

10.9.1 Subject to these **Rules** and any resolution of any **General Meeting** the Board may:

- a. exercise all the **Society's** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **Society** in **General Meeting**, and
- b. enter into contracts on behalf of the **Society** or delegate such power to a **Board Member**, sub-committee, employee, or other person.

10.10 Committees and Sub-committees

10.10.1 The **Board** may appoint committees and sub-committees consisting of such persons (whether or not **Members** of the **Society**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Board**:

- a. the quorum of every committee or sub-committee is half the members of the committee or sub-committee,
- b. no committee or sub-committee shall have power to co-opt additional members,
- c. a committee or sub-committee must not commit the **Society** to any financial expenditure without express authority, and
- d. a committee or sub-committee must not further delegate any of its powers.



10.11 General issues

10.11.1 The **Board** and any committee or sub-committee may act by resolution approved in the course of a telephone conference call or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Board** meeting.

10.11.2 Other than as prescribed by the **Act** or these **Rules**, the **Board** or any committee or sub-committee may regulate its proceedings as it thinks fit.

10.11.3 Subject to the **Act**, these **Rules** and the resolutions of **General Meetings**, the decisions of the **Board** on the interpretation of these **Rules** and all matters dealt with by it in accordance with these **Rules** and on matters not provided for in these Rules shall be final and binding on all **Members**.

10.12 Conflicts of interest

10.12.1 A member of the **Board** and/or of a committee or sub-committee is interested in a matter if the member of the **Board** and/or sub-committee:

- a. may obtain a financial benefit from the matter; or
- b. is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
- c. may have a financial interest in a person to whom the matter relates; or
- d. is a partner, director, member of the **Board** and/or committee or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.

However, a member of the **Board** and/or committee or sub-committee is not interested in a matter—

- a. merely because the member of the **Board** and/or committee or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or



- b. if the member of the **Board's** and/or sub-committee's interest is the same or substantially the same as the benefit or interest of all or most other **Members** due to the membership of those **Board's**; or
- c. if the member of the **Committee's** and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Board** in carrying out the member of the **Board's** and/or committee or sub-committee's responsibilities under the **Act** or the **Rules**; or
- d. if the member of the **Board** and/or sub-Board is a member of the Board of a union and the member of the **Board's** and/or committee or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

10.12.2 A member of the **Board** and/or committee or sub-committee who is interested in a matter relating to the **Society** must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified)—

- a. to the **Board** and/or committee or sub-committee; and
- b. in an interests register kept by the **Committee**.

10.12.3 Disclosure must be made as soon as practicable after the member of the **Board** and/or sub-Board becomes aware that they are interested in the matter.

10.12.4 A member of the **Board** and/or sub-Board who is interested in a matter—

- a. must not vote or take part in the decision of the **Board** and/or committee or sub-committee relating to the matter; and
- b. must not sign any document relating to the entry into a transaction or the initiation of the matter; but
- c. may take part in any discussion of the **Board** and/or sub-Board relating to the matter and be present at the time of the decision of the **Board** and/or committee or sub-committee (unless the **Board** and/or sub-Board decides otherwise).

10.12.5 However, a member of the **Board** and/or committee or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.



10.12.6 Where 50 per cent or more of **Board Members** are prevented from voting on a matter because they are interested in that matter, a **Special General Meeting** must be called to consider and determine the matter, unless all non-interested members agree otherwise, and where 50 per cent or more of the members of a committee or sub-committee are prevented from voting on a matter because they are interested in that matter, the **Board** shall consider and determine the matter.

11. Board Meetings

11.1 Frequency

11.1.1 The **Board** shall meet as required at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **President** or **Secretary**.

11.2 Procedure

11.2.1 The quorum for Board meetings is at least half the number of Board Members.

12. Records

12.1 Register of members

12.1.1 The **Secretary** shall keep an up-to-date **Register of Members**, recording for each **Member** their name, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by Regulations under **the Act**.

12.2 Contents of Register of members



12.2.1 The information contained in the **Register of Members** shall include each **Member's**:

- a. postal address
- b. phone number (landline and/or mobile)
- c. email address (if any)
- d. the date the **Member** became a **Member**,
- e. occupation, and
- f. whether the **Member** is financial or unfinancial
- g. Every **Member** shall promptly advise the **Secretary** of any change of their contact details.

12.3 Access to Register of members

12.3.1 With reasonable notice and at reasonable times, the **Secretary** shall make the **Register of Members** available for inspection by **Members** and **Board Members**. However, no access will be given to information on the **Register of Members** to **Members** or any other person, other than as required by law.

12.4 Register of interests

12.4.1 The **Secretary** shall at all times maintain an up-to-date register of the interests disclosed by **Board Members**.

12.5 Access to other information

12.5.1 A **Member** may at any time make a written request to a society for information held by the society.

12.5.2 The request must specify the information sought in sufficient detail to enable the information to be identified.

12.5.3 The **Society** must, within a reasonable time after receiving a request:

- a. provide the information, or
- b. agree to provide the information within a specified period, or



- c. agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Society** (which must be specified and explained) to meet the cost of providing the information, or
- d. refuse to provide the information, specifying the reasons for the refusal.

12.5.4 Without limiting the reasons for which the **Society** may refuse to provide the information, the **Society** may refuse to provide the information if:

- a. withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
- b. the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Society** or of any of its **Members**, or
- c. the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Society**, or
- d. withholding the information is necessary to maintain legal professional privilege, or
- e. the disclosure of the information would, or would be likely to, breach an enactment, or
- f. the burden to the society in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information, or
- g. the request for the information is frivolous or vexatious.

12.5.5 If the **Society** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 working days after receiving notification of the charge, the **Member** informs the **Society**—

- a. that the **Member** will pay the charge; or
- b. that the **Member** considers the charge to be unreasonable.

12.5.6 Nothing in this **Rule** limits Information Privacy Principle 6 of the Privacy Act 2020.



13. Finances

13.1 Control and management

- 13.1.1** The funds and property of the **Society** shall be:
- controlled, invested and disposed of by the **Board**, subject to these **Rules**, and
 - devoted solely to the promotion of the purposes of the **Society**.

13.2 Funds

- 13.2.1** The funds of the **Society** shall be derived from annual subscriptions, donations and such sources as the **Board** determines.

13.3 Balance date

- 13.3.1** The **Society's** financial year shall commence on 01/04 of each year and end on 31/03 (the latter date being the **Society's** balance date).

14. Dispute resolution

14.1 Raising disputes

- 14.1.1** Any grievance by a **Member**, and any complaint by anyone, is to be lodged by the complainant with the **Secretary** in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All **Members** (including the **Board**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Society's** activities.

- 14.1.2** The complainant raising a grievance or complaint, and the **Board**, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.



14.2 Investigating disputes

14.2.1 This rule concerns any grievances of members relating to their rights and interests as **Members**, and any complaints concerning the alleged conduct or discipline of members, collectively referred to as “disputes.”

14.2.2 These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.

14.2.3 Rather than investigate and deal with any grievance or complaint, the **Board** may:

- a. appoint a committee or sub-committee to deal with the same, or
- b. refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied,

14.2.4 The **Board** or any such committee, sub-committee or person considering any grievance or complaint is referred to hereafter as the "decision-maker".

14.2.5 The decision-maker:

- a. shall consider whether to investigate and deal with the grievance or complaint, and
- b. may decline to do so (for instance, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to **Members'** interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the **Society**).

14.2.6 Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:

- a. The complainant and the **Member**, or the **Society** which is the subject of the grievance, must be advised of all details of the grievance.



- b. The **Member**, or the **Society** which is the subject of the grievance, must be given an adequate time to prepare a response.
- c. The complainant and the **Member**, or the **Society** which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- d. Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

14.2.7 Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:

- a. The complainant and the **Member** complained against must be advised of all allegations concerning the **Member**, and all details of the complaint.
- b. The **Member** complained against must be given an adequate time to prepare a response.
- c. The **Member** complained against must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- d. Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

14.2.8 A **Member** may not make a decision on, or participate as a decision-maker in regards to a grievance or complaint, if two or more **Board Members**, or the decision-maker, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a predetermined view. Such a decision must take into account the context of the **Society** and the particular case, and may include consideration of facts known by the other **Members** about the decision-maker, so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially.

14.3 Resolving disputes

- 14.3.1** The decision-maker may:
- a. dismiss a grievance or complaint, or



- b. uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the **Society** and **Members** shall comply),
- c. uphold a complaint and:
 1. reprimand or admonish the **Member**, and/or
 2. suspend the **Member** from membership for a specified period, or terminate the **Member's** membership, and/or
 3. order the complainant (if a **Member**) or the **Member** complained against, to meet any of the **Society's** reasonable costs in dealing with a complaint.

15. Winding up

15.1 Process

15.1.1 The **Society** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.

15.1.2 The **Secretary** shall give **Notice** to all **Members** of the proposed motion to wind up the **Society**, or remove it from the Register of Incorporated Societies and of the **General Meeting** at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the **Board** in respect to such notice of motion.

15.1.3 Any resolution to wind up the **Society** or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.

15.2 Surplus assets

15.2.1 If the **Society** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.

15.2.2 On the winding up or liquidation or removal from the Register of Incorporated Societies of the **Society**, its surplus assets after payment of all debts, costs and liabilities shall be vested in a **not-**



for-profit entity determined by the **Board**.

16. Alterations to the Rules

16.1 Amending these Rules

16.1.1 The **Society** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.

16.1.2 Any proposed motion to amend or replace these **Rules** shall be signed by at least 50 per cent of eligible **Members** and given in writing to the **Secretary** at least 21 **Clear Days** before the **General Meeting** at which the motion is to be considered, and accompanied by a written explanation of the reasons for the proposal.

16.1.3 At least 7 **Clear Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Board** has.

16.1.4 When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in **the Act** for registration, and shall take effect from the date of registration.

17. Directors' Indemnification

17.1.1 The **Society** shall obtain and cause to be maintained in effect, with financially sound insurers, a policy of directors' liability insurance in an amount determined by the **Board** and upon such terms as are reasonably acceptable.

18. Other

18.1 Common seal



18.1.1 The common seal of the **Society** must be kept in the custody of the **President**

18.1.2 The common seal may be affixed to any document:

- a. by resolution of the **Committee**, and must be countersigned by two **Board Members** or by one **Board Member** and: the **President**
- b. by such other means as the **Board** may resolve from time to time.

18.2 CHEQUES

18.2.1 All cheques, drafts, bills of exchange, promissory notes and other negotiable instruments shall be signed by two members of the **Board** or as determined by the **Board**.

18.3 Contact person

18.3.1 The **Society's** Contact Officer must be:

- a. At least 18 years of age, and
- b. A Board Member, and
- c. At all times be resident in New Zealand, and
- d. Not disqualified under the Statute from holding that office and
- e. shall be the Secretary

18.3.2 Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 **Clear Days** of that change occurring, or the **Society** becoming aware of the change.

18.4 Bylaws

18.4.1 The **Board** from time to time may make and amend bylaws, and policies for the conduct and control of **Society** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with the **Act**, regulations made under the **Act**, or these **Rules**.