

Constitution

UN YOUTH NEW ZEALAND INCORPORATED

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Constitution

UN Youth New Zealand Incorporated

Part I - Preliminary

1. Definitions and Interpretation

1.1 **Definitions:** In this Constitution, unless the context otherwise requires:

Act means the Incorporated Societies Act 1908;

Annual Report means the collection of documents described in clause 19.3, to be made available to Members in accordance with clause 19.4;

Board means the Board Members being collectively not less than the required Quorum acting together as the Board;

Board Charter means the written code adopted and amended from time to time at a Board meeting of Members that prescribes standards of behaviour applicable to each Board Member;

Board Member means a natural person, including each co-opted person (if any), who is elected or appointed in accordance with this Constitution and as described in Schedule 3, continuing in office for the time being as a member of the Board;

Board Secretary means the Member or the person (who need not be a Member) appointed by, and accountable to, the Board and continuing in that role for the time being, in accordance with this Constitution;

Chairperson means the Board Member appointed to that role by the Board and continuing in office for the time being, in accordance with this Constitution;

Charitable Purposes means purposes which are charitable under the laws of New Zealand;

Charities Act means the Charities Act 2005;

Charities Services means the government body responsible for the administration of the Charities Act, including any successor or replacement body;

Concessionary Provisions means:

1.1.1 sections CW 41 (Charities: non-business income), CW 42 (Charities: business income), CX 25 (Benefits provided by charitable organisations), DB 41 (Charitable or other public benefit gifts by company), DV 12 (Maori authorities: donations), LD 1 (Tax credits for charitable or other public benefit gifts), LD 2 (Exclusions) and LD 3 (Meaning of charitable or other public benefit gifts) of the Income Tax Act 2007;

1.1.2 section 73(1) (Exemption for gifts to charities and certain bodies) of the Estate and Gift Duties Act 1968; and

- 1.1.3 if the Society is registered, or liable to be registered, under the provisions of the Goods and Services Tax Act 1985, the provisions of that Act relating to non-profit bodies as defined in section 2(1) of that Act;

Conflict Transaction has the meaning given to that term in clause 16.5;

Constitution means this constitution of the Society and all amendments made to it from time to time;

Dispute means a disagreement or difference of opinion (or suchlike) of substance between two or more persons that cannot be resolved informally to the satisfaction of those persons;

Dispute Notice means a written notice of the details of a Dispute narrated with sufficient clarity to enable any other party to understand the nature and basis of the Dispute;

Executive Member means a natural person, including each co-opted person (if any), appointed and continuing in office for the time being, in a role described in Schedule 4 and otherwise appointed in accordance with this Constitution, as a member of the National Executive;

Financial Statements collectively means the financial statements of the Society, each prepared in accordance with current New Zealand accounting standards and applicable law, including:

- (a) a statement of financial position as at the end of the period;
- (b) a statement of comprehensive income for the period; and
- (c) notes, comprising a summary of significant accounting policies and other explanatory information;

Financial Year means the period commencing on 1 April in each year and ending on 31 March in the immediately following year, or such other date as may be determined by the Members at a general meeting, provided that the first Financial Year and the final Financial Year may each be for a period of less than 12 months;

Honorary Member has the meaning given to that term in clause 8.5;

Independent Board Member means each natural person (who need not be a Member or a past Member) appointed to that role by the Board and continuing in office for the time being, in accordance with this Constitution;

Interests Register means the register retained by the Society in which Board Members disclose Conflict Transactions or proposed Conflict Transactions with the Society in which they may be interested, in accordance with the requirements of clause 16.6;

Major Transaction means the acquisition (or agreement to acquire) or disposition (or agreement to dispose) of an asset, liability, debt, obligation, right or interest the value of which will exceed 50% of the Society's assets at the time of the transaction;

Member means the natural person generally under the age of 26 years and/or an enrolled student at a recognised provider of tertiary education in New Zealand, who has been accepted into membership of the Society and, where the circumstances require, includes each Board Member, Executive Member, and Honorary Member and includes, where the context requires, the proxy appointed by a Member;

National Executive means the Executive Members acting together as the National Executive;

National Information Officer means the Member appointed by the Board, and accountable to the National Executive, and continuing in that role for the time being, in accordance with this Constitution;

National President means the Member elected to that role and continuing in office for the time being, in accordance with this Constitution;

Notice of Meeting has the meaning give to that term in clause 9.5;

Objects means the charitable purposes for the which the Society has been established, as described in clause 4.3;

Ordinary Board Member means each Member elected or co-opted to that role and continuing in office for the time being, in accordance with this Constitution;

Ordinary Resolution means a resolution presented at a meeting of Members at which a Quorum is present and that will be adopted, if it is passed, by at least 50% of the Members present and entitled to vote;

Quorum has the meaning set out in clause 10.1 (as it relates to meetings of Members) and in clause 5(a) of Schedule 2 (as it relates to meetings of the Board);

Register of Members means the register of Members maintained by the National Information Officer as described in clause 8.10;

Society means UN Youth New Zealand Incorporated;

Special Resolution means a resolution presented at a meeting of Members at which a Quorum is present and that will be adopted, if it is passed, by at least 75% of the Members present and entitled to vote; and

Working Day has the meaning given to that term in section 29 of the Interpretation Act 1999.

1.2 **Interpretation:** In this Constitution, unless the context otherwise requires:

1.2.1 headings are for ease of reference only and will not be deemed to form any part of the context or affect the interpretation of this Constitution;

1.2.2 expressions defined in the main body of this Constitution bear the defined meanings in the whole of this Constitution, including the Schedules;

1.2.3 another grammatical form of a defined word or expression has a corresponding meaning;

1.2.4 the singular includes the plural and vice versa;

1.2.5 the meaning of general words is not limited by specific examples introduced by the words *including*, *for example* or similar expressions;

1.2.6 the decision of any person made in relation to this Constitution, or the exercise of any discretion by any person, requires that person to act reasonably;

1.2.7 in each case where a majority or a percentage by number of Members is stated, the actual threshold to be applied will be rounded up to the nearest whole number;

- 1.2.8 a reference to *property* is deemed to include:
- (a) anything that is capable of being owned, whether real or personal, tangible or intangible, including shares;
 - (b) (without limiting the above) any estate, interest or right in any property; and
 - (c) (without limiting the above) any right, benefit or undertaking;
- 1.2.9 to *dispose* includes to sell, assign, exchange, transfer, grant a concession, release, part with possession, or grant any option, right or interest whatever, or any agreement for any of the same (but excludes any transaction which is a security), and to *acquire* is to be construed accordingly;
- 1.2.10 a *security* includes any mortgage, charge, encumbrance, assignment by way of security or other arrangement of any nature having similar economic effect to any of the foregoing;
- 1.2.11 a reference to a *person* is deemed to include an individual, a company, corporation, body corporate, firm, partnership, joint venture, an incorporated or unincorporated association, organisation or trust, in each case whether or not having separate legal personality, but does not include a person's lawful executor, administrator, successor or permitted substitute or assign;
- 1.2.12 a reference to:
- (a) a *clause* or *Schedule* is a reference to a clause or schedule of this Constitution unless specifically stated otherwise;
 - (b) a statute is to a New Zealand statute and includes all regulations, orders, bylaws, codes and notices made under or pursuant to such a statute, and includes references to all amendments to that statute whether by subsequent statute or statute passed in substitution for the statute;
 - (c) an agreement or other document (including this Constitution) is to that agreement or document as may be amended, novated, ratified or replaced from time to time;
 - (d) an agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;
 - (e) *written* or *in writing* means any form of reproducing words in a tangible and permanently visible record, and includes any transmission by email;
 - (f) an event includes any act, omission, transaction or other occurrence;
 - (g) a prohibition against doing anything includes a reference to not permitting, suffering or causing that thing to be done;
 - (h) an obligation or duty to perform an affirmative action includes procuring that action or causing that action to take place;
 - (i) a right includes any right, authority, discretion, remedy or power; and
 - (j) a *month* or a *year* is to a calendar month or calendar year respectively.

- 1.2.13 if a period of time is specified from a given day, or from the day of an act or event, the period of time is to be calculated exclusive of that day;
- 1.2.14 if there is any ambiguity or inconsistency between a provision in this Constitution and any document referred to in this Constitution, this Constitution will prevail;
- 1.2.15 a reference to the term 'Board' or 'National Executive' refers to the Board Members or the Executive Members (as the case maybe) acting together and being jointly liable;
- 1.2.16 a Member or a Board Member will be deemed to be present in person at a meeting of Members or of the Board respectively, and will be counted as present for the purposes of establishing the relevant Quorum, if the Member or Board Member can hear and communicate with all others attending the meeting;
- 1.2.17 for the purposes of this Constitution, and if required by any statute, the National Information Officer is deemed to be the Contact Person (by whatever title); and
- 1.2.18 terms used in this Constitution that are also used in the Act, and that are not otherwise defined in this Constitution, will have the meaning given to them in the Act.

2. Society Name and Registration

2.1 **Name of Society:** The Society created by this Constitution is known as the United Nations Association of New Zealand (United Nations Youth Association of New Zealand Branch) Incorporated, or such other name as the Members may from time to time determine by Special Resolution.

2.2 **Short Name:** The short name of the Society is UN Youth New Zealand Incorporated.

2.3 **Registration:** The Society is presently registered:

2.3.1 under the Act with registration number 2258015; and

2.3.2 under the Charities Act with registration number CC46424.

2.4 **Affiliations:** The Society is affiliated with the:

2.4.1 United Nations Association of New Zealand (**UNANZ**); and

2.4.2 World Federation of United Nations Associations (**WFUNA**),

and may engage with either UNANZ or WFUNA to the extent that any such engagement is consistent with this Constitution and with the Objects of the Society.

2.5 **Relationships:** Without limiting clause 2.4:

2.5.1 the Society will comply with the terms of the UNANZ constitution provided that where such terms are inconsistent, the terms of this Constitution will take priority;

2.5.2 the Society will, when requested by UNANZ, supply any information about the Society (including its membership) to UNANZ, provided the supply of such information will not breach any law;

2.5.3 the Society may, subject to the terms of any agreed memorandum of understanding, work with UNANZ and/or WFUNA on any joint project;

2.5.4 neither the Society nor UNANZ will pledge the credit, or make any claim in relation to the assets, of the other;

2.5.5 the Society will submit reports on the activities of the Society to each UNANZ National Council meeting, and otherwise as may reasonably be requested by the UNANZ National Council;

2.5.6 the National President of UNANZ may attend and speak, but may not vote or be included for the purposes of a Quorum, at any meeting of Members held in accordance with this Constitution, provided that the failure to notify the National President of UNANZ of any meeting, or the failure of the National President of UNANZ to attend any such meeting, will not invalidate the business of the meeting; and

2.5.7 the Society must pay an annual fee to UNANZ, in an amount prescribed by UNANZ from time to time,

provided that this clause 2.5 may not be amended (by way of variation, addition or deletion) without the prior written consent of the National President of UNANZ, such consent not be unreasonably withheld, delayed or conditioned.

- 2.6 **Replacement Constitution:** This Constitution repeals and replaces all previous constitutions of the Society with effect from 1 January 2022.

3. **Rights, Powers, Duties and Obligations**

- 3.1 The Society, the Board and each Member has the rights, powers, duties and obligations conferred or imposed by the Act, except to the extent that the Act allows them to be negated or modified by a term of this Constitution.
- 3.2 The Society:
- 3.2.1 may carry on any business or activity, do any act, or enter into any transaction that is consistent with its Objects;
 - 3.2.2 must not conduct or carry on any business or activity, do any act, or enter into any transaction that is not consistent with its Objects; and
 - 3.2.3 is entitled to pay for goods and/or services rendered if the payment is reasonable and does not exceed amounts that would usually be paid for the goods and/or services in an arm's length transaction.

Part II – Capacity and Powers

4. **Objects of Society**

- 4.1 **Establishment of Society:** The Society is established, and will be maintained, exclusively for the furtherance of its stated charitable objects within New Zealand.
- 4.2 **Profits:** All profits or surpluses of the Society that are not retained or reinvested in the Society, and any surplus assets on the liquidation or dissolution of the Society, must be applied by the Society exclusively in furtherance of the Objects.
- 4.3 **Charitable Objects:** The Society actively recognises Te Tiriti o Waitangi and, consistent with the principles described therein, its charitable Objects are:
- 4.3.1 to promote and provide education to young New Zealanders about:
- (a) the United Nations;
 - (b) international affairs and politics;
 - (c) New Zealand politics; and
 - (d) civic duty and responsibility;
- 4.3.2 to promote youth interests in collaboration and alignment with the United Nations Association of New Zealand; and
- 4.3.3 for any other charitable objects that relate to the advancement of education among young New Zealanders or that are beneficial to the community and that are related, or ancillary, to the Objects,

provided that any private benefit conferred on any person (other than a charity) is merely incidental to the furtherance of the Objects.

5. **Application of Society's Property**

The Society may use or apply any of its property, at the Members' absolute discretion, in the furtherance of the Objects.

6. **Restrictions Relating to Private Profit**

- 6.1 **No Private Profit:** Nothing expressed or implied in this Constitution will permit the activities of the Society, or any business carried on by, for, or for the benefit of the Society, to be carried on for the private pecuniary profit of any person so as to affect:
- 6.1.1 the operation of the Society exclusively for charitable purposes in New Zealand and not for private profit; or
- 6.1.2 the availability of any concession in relation to the Society under any of the Concessionary Provisions, unless in relation to any such provision the Society determines that eligibility for the benefit of the provision is not required in the best interests of pursuing the Objects,

provided that, and subject to clause 16.1:

- 6.1.3 each Board Member is entitled to be reimbursed for all reasonable costs, charges and expenses properly incurred by the Board Member in connection with the affairs of the Society, subject to the absolute discretion of the Board;
 - 6.1.4 the Board may pay reasonable and proper remuneration to any person (including a Member) in return for goods and/or services actually rendered to the Society and used in furtherance of the Objects; and
 - 6.1.5 a Member may retain any remuneration properly payable to the Member by any person with whom the Society is in any way concerned or involved and for which the Member has acted in any capacity whatsoever, even though the Member's connection with that person is in any way attributable to the Member's connection with the Society.
- 6.2 **No Benefit to be Paid:** Notwithstanding anything to the contrary in this Constitution, no remuneration or benefit or advantage (regardless of whether it is convertible into money) or income of any of the kinds referred to in section CW 42(8) of the Income Tax Act 2007 will be paid or afforded to or received or gained or achieved or derived by any person (**Determining Person**) if the Determining Person is a person who has some control over the business carried on by, or for, or for the benefit of the Society as described in sections CW 42(1)(c) and CW 42 (5) to (7) of the Income Tax Act 2007.
- 6.3 **Professional Services:** A person who, in the course of and as part of the carrying on of his or her business of a professional public practice, renders professional services to the Society, will not, by reason only of his or her rendering professional services to the Society, be in breach of clause 6.2.

7. Maintaining Eligibility for Income Tax Concessions

- 7.1 The Society must do all things necessary to ensure that the Society is, and will remain, eligible for the benefit of concessions in relation to the Society under each of the Concessionary Provisions, unless in relation to any such provision the Society has determined that eligibility for the benefit of that provision is not required in the best interests of pursuing the Objects.
- 7.2 Without limiting the generality of clause 7.1, the things to be done under that clause may include:
- 7.2.1 registering with the Registrar of Incorporated Societies under the Act and maintaining that registration;
 - 7.2.2 registering with Charities Services under the Charities Act and maintaining that registration; and
 - 7.2.3 complying with all relevant obligations under:
 - (a) the Act;
 - (b) the Charities Act; and
 - (c) all revenue legislation, including the Income Tax Act 2007, the Estate and Gift Duties Act 1968, the Goods and Services Tax Act 1985 and the Tax Administration Act 1994.

Part III – Membership

8. Membership

- 8.1 **Membership Obligations:** Each Member agrees, throughout the period of his or her membership to be bound by the rules of the Society described in this Constitution, and to abide by decisions made in accordance with the Constitution either by the Board or by the Members at a meeting of Members.
- 8.2 **Application for Membership:** Every person who wishes to become a Member must submit an application to the Board in the form approved by the Board for the purpose.
- 8.3 **Consideration of Application for Membership:** The Board:
- 8.3.1 must, in a timely manner, consider each application for membership submitted to it in accordance with clause 8.2 and, following such consideration, advise the applicant that his or her application for membership has been accepted, declined, or accepted subject to conditions or limitations as the Board sees fit; and
- 8.3.2 may, when considering an application for membership, hear from any person or take into account any matter it considers relevant,
- provided that the Board may delegate its functions under this clause 8.3 to any person, but provided further that the Board has absolute discretion in connection with each application for membership.
- 8.4 **Term of Membership:** Subject to this Constitution, each Member remains a member until they:
- 8.4.1 resign by giving notice to the National Information Officer, in which case their membership ceases on the later of the date the notice is received by the National Information Officer or the date stated in the notice;
- 8.4.2 receive notice from the Board Secretary that their membership has been terminated pursuant to clause 8.9 as at the date specified in the notice; or
- 8.4.3 die.
- 8.5 **Honorary Members:** From time to time the Members, at a general meeting and only after receiving a recommendation from the Board (which need not be followed), may for any reason elect any natural person to the status of an Honorary Member (**Honorary Member**).
- 8.6 **Honorary Membership:** An Honorary Member is entitled, for the period of such honorary membership, to enjoy such privileges as are granted by the Board, at its absolute discretion. For the avoidance of doubt, any such privileges may be supplemented, amended or revoked at any time by the Board on reasonable written notice to the affected Honorary Member.
- 8.7 **Revocation of Membership:** The Board may revoke the status of membership in relation to any Member, on receipt of evidence acceptable to the Board (at its absolute discretion) that:
- 8.7.1 the Member has committed a significant breach of this Constitution or any written policy of the Society, or has otherwise brought himself or herself, or the Society, into disrepute;

- 8.7.2 the Member has caused the Society to suffer loss (which need not be limited to monetary loss); or
 - 8.7.3 it is in the best interests of the Society that the Member no longer be a Member.
- 8.8 **Register of Members:** The National Information Officer must maintain a Register of Members to include each Member's name, contact details for notices of meetings, the date on which the Member's membership commenced, and any other details authorised by the Board. The Register of Members must:
- 8.8.1 be kept as up to date as is reasonably possible;
 - 8.8.2 be held in a secure place; and
 - 8.8.3 be subject to the requirements of the Privacy Act 2020.
- 8.9 **Inspection of Register:** No Member, other than a Board Member, has the right to inspect the Register of Members except as conferred by statute or as authorised by the Board, provided that access by any person is subject to the provisions of the Privacy Act 2020.

Part IV – Members’ Meetings

9. Meetings of Members

- 9.1 **Annual Meetings:** The National Information Officer must call an annual meeting of Members to be held:
- 9.1.1 not later than six months after the completion of the Society’s Financial Year; and
 - 9.1.2 not later than 15 months after the previous annual meeting.
- 9.2 **Purposes of Annual Meeting:** The purposes of the annual meeting must include to:
- 9.2.1 consider and confirm the minutes of the previous annual meeting, and any intervening special meeting, provided that failure to confirm any minutes will not invalidate the meeting of which the minutes are a record and will not prevent or otherwise restrict the continued operation of the Society;
 - 9.2.2 consider and adopt the Annual Report, provided that failure to adopt the Annual Report will not invalidate the annual meeting and will not prevent or otherwise restrict the continued operation of the Society;
 - 9.2.3 appoint, if required, the auditor or the reviewing accountant (as the case may be);
 - 9.2.4 elect the relevant vacant Board Member positions; and
 - 9.2.5 pass a Special Resolution for the appointment of an Honorary Member (if any).
- 9.3 **Special Meetings:** A special meeting (being any meeting other than an annual meeting) of Members entitled to vote on an issue:
- 9.3.1 may be called at any time by the National Information Officer; and
 - 9.3.2 must be called by the National Information Officer on the written request of Members who together constitute not less than ten percent in number of the total number of Members of the Society as at the date on which the written request is received by the National Information Officer.
- 9.4 **Chairperson of Meetings of Members:**
- 9.4.1 The Chairperson will be the chairperson of every meeting of Members provided that, if the Chairperson is unable or unwilling to chair a meeting, the National President will chair that meeting or, if the National President is unable or unwilling to chair the meeting the Chairperson may nominate in writing another person (who need not be a Member) to chair that meeting.
 - 9.4.2 If the Chairperson or the National President (as the case may be) is not present within ten minutes after the time appointed for the commencement of the annual meeting or the special meeting, and if he or she has not nominated in writing a person to chair that meeting, the Members present may choose one of their number to be chairperson of that meeting.
 - 9.4.3 The chairperson of a meeting has the right to conduct and control the meeting as they see fit provided that each Member lawfully present at the meeting has the right reasonably to engage and participate in the business of the meeting.
 - 9.4.4 The chairperson of a meeting may require any person to remove themselves, or to be removed, from the meeting if the chairperson forms the view that the

person's continued attendance is, or is likely to be, detrimental to the business of the meeting.

9.5 **Notice of Meeting:** A notice of a meeting of Members must:

9.5.1 be in writing;

9.5.2 comply with the requirements described in clause 9.7; and

9.5.3 be sent to every Member entitled to receive notice of the meeting, and to the auditor or the reviewing accountant (as the case may be), at least 10 clear Working Days before the meeting (**Notice of Meeting**).

A Member is entitled to receive a Notice of Meeting if that Member's name is recorded in the Register of Members on the day that is 10 clear Working Days before the proposed meeting.

9.6 **No Entitlement if Subscription Unpaid:** Where a Member has been levied an annual subscription that has not been paid in full within three months of the due date for payment (such due date to be set by the Board) that Member will not be entitled to receive a Notice of Meeting, and will not be entitled to attend and/or vote at any meeting of Members until payment in full of that Member's annual subscription has been received by the Society, unless otherwise determined by the Board. For the avoidance of doubt a Member may not be entitled to receive a Notice of Meeting by the action of this clause, but may settle his or her outstanding subscription such that the Member has the right to attend, and vote at, the proposed meeting.

9.7 **Contents of Notice of Meeting:** Each written Notice of Meeting must:

9.7.1 clearly state whether the meeting is an annual meeting or a special meeting;

9.7.2 clearly appoint the date and venue of the meeting, and the time at which the meeting will commence;

9.7.3 state whether a Member is entitled to participate in the meeting by means of audio, audio and visual, or electronic communication by which all Members participating and constituting a Quorum can simultaneously hear and communicate with each other throughout the meeting and, if so, that the Member so attending will need to comply with the protocols established pursuant to clause 9.10;

9.7.4 state whether or not a Member is entitled to appoint a proxy to attend, speak and/or vote at the meeting on behalf of the Member, and (if so) clearly state the procedure for a Member to appoint a proxy for the purposes of the meeting;

9.7.5 (for the annual meeting only) include the minutes of the previous annual meeting, and all special meetings (if any) held since the last annual meeting, each to be confirmed at the annual meeting;

9.7.6 state the nature of the business to be transacted at the meeting in sufficient detail to enable a Member to form a reasoned judgement about it;

9.7.7 state the text of any Special Resolution to be submitted to the meeting; and

9.7.8 include copies of all documents that relate to an Ordinary Resolution or to a Special Resolution to be considered at the meeting.

9.8 **Irregularities in Notice of Meeting:** An irregularity in a Notice of Meeting is waived if all the Members entitled to attend and vote at the meeting attend the meeting without protest

as to the irregularity, or if all such Members agree to the waiver. A failure of all Members to agree to a waiver will invalidate the meeting.

- 9.9 **Omission to Give Notice:** The accidental omission to give a Notice of Meeting to, or the failure to receive a Notice of Meeting by, a Member does not invalidate the proceedings at that meeting.
- 9.10 **Protocols for Electronic Attendance at a Meeting:** The Board must establish protocols for a Member to be present in person at a meeting of Members by means of audio, audio and visual, or electronic communication (**electronic attendance**). The protocols must cover at least the following matters:
- 9.10.1 the procedure by which a Member may join the meeting by way of electronic attendance;
- 9.10.2 the format of the meeting by which all Members participating and constituting a Quorum can simultaneously hear and communicate with each other throughout the meeting;
- 9.10.3 the procedure by which a Member participating by way of electronic attendance may exercise a vote in confidence (if required);
- 9.10.4 if there are costs incurred as a result of the electronic attendance, where those costs will lie; and
- 9.10.5 where the electronic attendance is interrupted or fails for any reason, the ability or otherwise for the chairperson to continue with the meeting, provided that a Quorum must be in place at the time of each vote.
- 9.11 **Adjournments:** If a meeting of Members is adjourned for less than 30 days, it is not necessary to give notice of the time and place of the reconvened meeting other than by announcement at the meeting which is adjourned. Attendance and voting rights at the reconvened meeting will apply as at the adjourned meeting. For the avoidance of doubt, if a person is not eligible to attend and vote at the meeting that has been adjourned, he or she will not be eligible to attend and vote at the reconvened meeting.
- 9.12 **Minutes:**
- 9.12.1 The chairperson of each meeting of Members must ensure that full and accurate minutes are kept of all proceedings at that meeting.
- 9.12.2 A copy of the minutes of all meetings of Members, from and including the previous annual meeting, must be sent to each Member with the Notice of Meeting for the annual meeting.
- 9.12.3 Minutes which have been confirmed at an annual meeting as being correct (or are confirmed as being correct subject to agreed changes) in accordance with clause 9.2.1 must be signed by the chairperson of the annual meeting at which they are confirmed. Minutes signed by the chairperson as being correct are *prima facie* evidence of the proceedings at the meeting of which they are a record.
- 9.13 **Interests Register:** The Interests Register must lie on the table during each annual meeting and each special meeting and must be available for inspection by any Member during the course of the meeting. For the avoidance of doubt, a Member is not entitled to a copy of the Interests Register or a copy of one or more individual entries in the Interests Register.

10. Voting at Meetings

10.1 **Quorum:** A Quorum for a meeting of Members is present if those Members or their proxies who are present in person between them number the lesser of:

10.1.1 one quarter of the total number of Members entitled to receive notice of a meeting in accordance with clause 9.5; or

10.1.2 where a specific number for a Quorum has been fixed by way of a Special Resolution passed at a prior meeting of Members, and the number of Members present equals or exceeds that number.

10.2 **Business of a Meeting:**

10.2.1 All business and voting at the meeting must be conducted in English unless the chairperson of the meeting determines otherwise.

10.2.2 No business may be transacted at a meeting of Members if a Quorum is not present.

10.2.3 If a Quorum is not present within 30 minutes after the time appointed for the meeting:

(a) in the case of a special meeting called pursuant to a requisition of Members under clause 9.3.2, the meeting will be dissolved; or

(b) in the case of any other meeting, and subject to clause 9.11, the meeting is adjourned to the same day in the following week at the same time and place or to such other date, time and place as the chairperson may appoint, and if at the reconvened meeting a Quorum is not present within 30 minutes after the time appointed for the meeting, the Members present in person or their proxies (if applicable) will be a Quorum for the purposes of the reconvened meeting.

10.2.4 Unless otherwise required by this Constitution, a resolution at a meeting of Members is passed if it is agreed to by all Members present without dissent or if a majority of the votes cast on it are in favour.

10.3 **Voting:**

10.3.1 In the case of a meeting of Members held under clause 9.3.1, unless a poll is demanded, voting at the meeting will be by whichever of the following methods is determined by the chairperson of the meeting:

(a) voting by voice; or

(b) voting by show of hands.

10.3.2 In the case of a meeting of Members held under clause 9.3.2, unless a poll is demanded, voting at the meeting will be by show of hands.

10.3.3 If a Member, being present at a meeting and being entitled to vote, abstains from casting a vote, the Member's abstention must not be recorded as a 'no' vote or a 'yes' vote.

10.3.4 A declaration by the chairperson of the meeting that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded in accordance with clause 10.3.5.

10.3.5 At any meeting of Members a poll may be demanded:

- (a) by Members who together constitute not less than ten percent in number of the total number of Members entitled to receive notice of the meeting; or
- (b) by the chairperson,

at any time after a motion has been put, and prior to the chairperson closing the meeting.

10.3.6 A poll may be demanded either before or after the vote is taken on a resolution. If a poll is called after a vote by voice or by show of hands has been taken, that result will be vacated and replaced with the result of the poll.

10.3.7 If a poll is taken, each Member entitled to vote must be counted according to:

- (a) the vote that attaches to the Member personally, including whether the Member wishes to abstain from voting; and
- (b) the number of proxy votes being exercised by the Member.

10.3.8 In the event of a voting deadlock, the chairperson of a meeting of Members is entitled to a second or casting vote.

10.3.9 No Honorary Member has any right to vote on any matter. The Board Secretary has no right to vote on any matter where the Board Secretary is not a Member.

10.4 **Proxies and Representatives:** The right for a Member to appoint a proxy will be in accordance with the Act or otherwise at the discretion of the Board on terms to be determined by the Board, provided that no Honorary Member may appoint a proxy for any reason.

Part V –Board Members and Executive Members

11. **Board Members – Appointment and Removal**

11.1 **Membership Qualification:** Subject only to clauses, 11.2.4 and 11.2.5 each Board Member must be a Member in order to be eligible for election as a Board Member.

11.2 **Board Members:**

11.2.1 The maximum number of Board Members will be nine and the minimum number will be five, as described in Schedule 3, unless otherwise agreed by the Members by way of an Ordinary Resolution.

11.2.2 The Board must at all times include a Chairperson and a National President.

11.2.3 The Chairperson will be a Board Member appointed to that role by the Board.

11.2.4 Each Independent Board Member may be any person, whether or not he or she is a Member or a past Member, with the skills and experience identified by the Board as being appropriate to the business of the Society and the furtherance of the Objects. At the sole discretion of the Board, each Independent Board Member may be appointed by the Board on such terms and with such rights as the Board thinks fit. Appointment of Independent Board Members must be confirmed by a majority of the National Executive within two weeks of receiving notice of their appointment and recommendation for their confirmation from the Board for the Independent Board Member's appointment to be finalised. During this confirmation process the Independent Board Member may attend Board or committee meetings in a non-voting capacity.

11.2.5 Subject to clauses 11.2.1 and 11.2.4, any person (including a person who is not a Member) may be co-opted to the Board on such terms and with such rights as the Board thinks fit.

11.2.6 Each Board Member will, at all times while he or she is a Board Member, be subject to the terms of the Board Charter.

11.3 **Term of Office:** Subject to clause 11.3.3:

11.3.1 the term of office for each Board Member will commence or conclude (as the case may be) at the conclusion of the annual meeting at which he or she is elected, or at which his or her term expires, respectively, provided that the term of office of an appointed or co-opted Board Member (if any) will commence on the date of their appointment and conclude on the date agreed by the Board at the time of the appointment;

11.3.2 subject to the proviso to clause 11.3.1, each Board Member will hold office for two years from the date of their election at a general meeting of Members, provided that:

(a) the National President and the Volunteer Representative will each hold office from the date of their election for one year;

(b) the Board Member who is appointed as Chairperson will hold that office for up to one year from the date of their appointment or otherwise at the discretion of the Board;

- (c) each Board Member appointed by the Board (being each Independent Board Member) will hold office from the date of their appointment for up to two years at the discretion of the Board; and

11.3.3 no Board Member may hold office for more than three consecutive terms. For the avoidance of doubt, a change in status of office will not preclude the operation of this clause 11.3.3, unless otherwise agreed by the Members by way of an Ordinary Resolution.

11.4 **Appointment and Removal by Notice:**

11.4.1 Subject to clause 11.5, the Board Members are the persons appointed from time to time by the Members at an annual meeting who have not retired, resigned, been disqualified or removed from office under this Constitution.

11.4.2 A Board Member may be removed from office at any time by a notice in writing signed by a majority of Members, the majority being calculated as at the day the notice is effective as described in clause 11.4.4. The notice may comprise one or more similar documents separately signed by the Members giving the notice.

11.4.3 A Board Member may resign from office at any time by a notice in writing signed by the Board Member.

11.4.4 A notice given under either of clauses 11.4.2 or 11.4.3 takes effect upon receipt of it by the Board Secretary at the nominated office of the Society (including the receipt of an emailed copy), unless the notice specifies a later time at which the notice will take effect.

11.4.5 A Board Member holds office until his or her retirement, resignation, disqualification or removal in accordance with this Constitution.

11.5 **Election of Board Members:**

11.5.1 Subject to clause 11.3 and to the Act, the Board Members (except each Independent Board Member) must be elected at each annual meeting of the Society on the basis of the following procedure:

- (a) at least one calendar month before the date of the annual meeting, the Board Secretary must invite all Members to submit nominations for such offices of a Board Member as will be open for election;
- (b) all nominations must be in writing signed by a Member, and signed by the Member who is being nominated. The Board Secretary must retain all completed nomination forms at least until the annual meeting following the annual meeting at which the election takes place;
- (c) subject to clauses 11.2, 11.3 and 11.6 (as applicable) each Member who is a natural person, including each current Board Member, is eligible for nomination;
- (d) nominations may be received from the floor at annual meeting but only at the discretion of the chairperson, and provided the nomination complies with clause 11.5.1(b);
- (e) if the nominations received do not exceed the positions available, a vote must still take place;
- (f) if the nominations received for a particular office exceed the number of positions available, the Members at the annual meeting will vote by way

of a secret ballot, and the nominees receiving the highest number of votes will be declared appointed to the office; and

- (g) no candidate will be successful in a vote taken pursuant to either of subclauses (e) or (f) above if that candidate fails to secure the number of votes equivalent to at least one quarter in number of the Quorum at the meeting,

provided that each of the matters described above will also apply in relation to any special meeting called for the purpose of electing a Board Member, except that the term of any Board Member elected at such special meeting will expire at the conclusion of the next annual meeting.

11.5.2 For the purposes of clause 11.5.1(f), and in any other case where a secret ballot is taken at a meeting of Members, the following rules will apply:

- (a) the votes must be in writing, provided that any mark that clearly expresses the voter's intention will be a valid vote;
- (b) each Member is entitled to one vote;
- (c) where the vote is a vote for a Board Member, a Member may vote for fewer, but may not vote for more, than the number of Board Member positions available;
- (d) the votes will be counted by at least two scrutineers appointed by the Members at the meeting;
- (e) the scrutineers will at all times use their best endeavours to understand the voter's intention expressed on the ballot paper, provided that in the event of an unclear vote, the scrutineers may accept or reject such vote at their discretion;
- (f) the scrutineers must report back to the meeting of Members with the names of the successful candidates and, pursuant to clause 11.3.2(a), the names of up to two Board Members (other than the Chairperson and the National President) who have polled the highest number of votes.
- (g) the voting papers must be destroyed by one of the scrutineers as soon as possible following the conclusion of the meeting; and
- (h) any decision of the scrutineers will be final.

11.6 **Disqualification and Removal:**

11.6.1 A Board Member, including the Chairperson and the National President, will be disqualified and subject to immediate removal from office, or a Member will be ineligible for election to office (as the case may be) if he or she:

- (a) resigns his or her membership of the Society;
- (b) is, or becomes, a Member who has not paid their levied annual subscription (if any) in full within six months of the due date for payment (such due date to be set by the Board);
- (c) is absent from three consecutive Board meetings without reasonable excuse, at the discretion of the Chairperson;

- (d) is, at the sole discretion of the Board, in breach of a relevant provision of the Board Charter;
- (e) is under 18 years of age;
- (f) dies;
- (g) is, or becomes, an undischarged bankrupt;
- (h) is, or becomes, a protected person who is subject to an order made under the Protection of Personal and Property Rights Act 1988;
- (i) would otherwise be prohibited from being a director or promoter of, or being concerned with or taking part in, the management of a Company under sections 382, 383 or 385 of the Companies Act 1993;
- (j) would otherwise be 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 Financial Markets Conduct Act 2013 or the Takeovers Act 1993; or
- (k) would otherwise be prohibited from being an officer of a charity under section 16 of the Charities Act 2005.

11.6.2 A Board Member including the Chairperson, but excluding the National President, may be removed from office by a unanimous vote of the following officeholders confirming they have no confidence in that Board Member:

- (a) National President;
- (b) All Executive Members as defined and appointed in Clause 12; and
- (c) The current sitting Auckland, Wellington, Canterbury, and Otago Regional Presidents;

The result of the vote must be provided to the Board Secretary in writing and signed by the National President.

11.6.3 Removal of Board Members in the manner described in clause 11.6.2 cannot occur more than twice in a 12 month period.

11.7 **Proxies and Alternates:** No Board Member has the right to nominate any person to act as a proxy or an alternate Board Member, either in his or her absence or for any purpose connected with the business of the Society.

12. Executive Members – Appointment and Removal

12.1 **Role of National Executive:** The National Executive will be an operational body to assist the Board and the Society to achieve the Objects. It will also provide advice to the Board, as required. The National Executive will be accountable to the Board in all matters.

12.2 **Membership Qualification:** Each Executive Member must be a Member in order to be eligible for appointment as an Executive Member, and must continue to be a Member throughout his or her term of office.

12.3 **Executive Members:**

12.3.1 In addition to the National President (who is an elected member of the Board) the number of Executive Members will be eight, as described in Schedule 4, unless otherwise agreed by the Board. The Board may create new roles, and amend or retire current roles on the National Executive at its sole discretion.

12.3.2 The National President will be an *ex officio* member of the National Executive and will be its chairperson.

12.3.3 Any Member may be appointed by the Board as an Executive Member at any time, but the Executive Members may not co-opt any person to the National Executive. For the avoidance of doubt, all appointments to the National Executive (except the National President) will be made by the Board at the Board's sole discretion and on terms as the Board may determine from time to time.

12.4 **Term of Office:**

12.4.1 The term of office for each Executive Member will be for one year from the date specified in his or her notice of appointment, unless the term is amended by the Board for any reason.

12.4.2 No Executive Member may hold office for more than three consecutive terms, any one such term commencing on the date of appointment.

12.4.3 An Executive Member may resign from the role at any time by a notice in writing signed by the Executive Member.

12.4.4 A notice given under clause 12.4.3 takes effect upon receipt of it by the National President at the nominated office of the Society (including the receipt of an emailed copy), unless the notice specifies a later time at which the notice will take effect.

12.4.5 An Executive Member holds office until his or her retirement, resignation, disqualification or removal in accordance with this Constitution.

12.5 **Disqualification and Removal:** An Executive Member will be disqualified and subject to immediate removal from office, or a Member will be ineligible for appointment as an Executive Member (as the case may be) if he or she:

12.5.1 resigns his or her membership of the Society;

12.5.2 is, at the sole discretion of the Board, in breach of any written policy of the Society or directive of the Board;

12.5.3 is, or becomes, a Member who has not paid their levied annual subscription (if any) in full within six months of the due date for payment (such due date to be set by the Board);

12.5.4 is absent from three consecutive National Executive meetings without reasonable excuse, at the discretion of the National President;

12.5.5 is under 18 years of age;

12.5.6 dies;

12.5.7 is, or becomes, an undischarged bankrupt; or

12.5.8 is, or becomes, a protected person who is subject to an order made under the Protection of Personal and Property Rights Act 1988.

12.6 **Proxies and Alternates:** No Executive Member has the right to nominate any person to act as a proxy or an alternate Executive Member, either in his or her absence or for any purpose connected with the business of the Society.

13. **Indemnity and Insurance**

The Society, at the direction of a majority of Members at a general meeting, is expressly authorised to indemnify and/or insure every Board Member, Executive Member or employee against liability for acts or omissions and/or costs incurred in connection with claims of the type specifically contemplated by the Act, to the maximum extent permitted by the Act, provided that the Society will not be required to indemnify any person for any loss or liability arising directly or indirectly from any Board Member's, Executive Member's or employee's negligent, reckless or fraudulent action or inaction.

14. **Powers and Duties of the Board**

The business and affairs of the Society must be managed by, or under the direction or supervision of, the Board except to the extent that the Act or this Constitution provides otherwise. The powers and duties of the Board are described in Schedule 1.

15. **Proceedings of Board Meetings**

The proceedings of Board meetings are described in Schedule 2.

16. Remuneration, Benefits and Disclosure

16.1 Power of Board to Authorise Benefits:

16.1.1 The Board may only authorise the following benefits if the requirements in clause 16.2 are satisfied:

- (a) the payment to a Board Member of any reasonable travelling, accommodation and other expenses incurred by him or her in connection with his or her attendance at meetings or events (including but in no way limited to conferences, regional or national meetings, seminars and training events) in connection with the business or interests of the Society; or
- (b) the entering into of a contract to do any of the things set out in sub-clause (a (will be a)),

the Board may delegate its functions under this clause 16.1.1 to the Chairperson but the Board has absolute discretion in connection with each request for authorisation.

16.1.2 The Chairperson, or the Board Members who vote in favour of authorising a payment, expense or contract under clause 16.1.1, must each sign a certificate stating that, in their opinion, the making of the payment or other benefit, or the entering into the contract, is fair to the Society and is consistent with the furtherance of the Objects described in clause 4.3, and the reasons for that opinion.

16.1.3 The National Executive must ensure that forthwith after authorising any payment, benefit or contract under clause 16.1.1, relevant particulars (if any) are entered in the Interests Register.

16.1.4 The Board may not authorise the payment or provision of any form of remuneration or other benefits by the Society to a Board Member for goods and/or services provided by that Board Member in their capacity as a Board Member.

16.1.5 The limitation contained in 16.1.4 does not prevent the Society remunerating or providing a benefit for goods or services provided by a Board Member in a capacity outside of their role as a Board Member as provided by Clause 16.4 and provided the provision of remuneration or benefit complies with the remaining requirements of clause 16.

16.2 **Authorisation Requirements:** Before any exercise of its authority under clause 16.1, the Board must first be satisfied that:

16.2.1 any payment, remuneration or other benefit for goods or services, or any contract relating to any of those things being paid by the Society pursuant to Clause 16.1, is in furtherance of the Objects and is to be paid, provided, made, given or entered into on an arm's length basis; and

16.2.2 the exercise of its authority:

- (a) is consistent with the furthering of the Society's Objects;
- (b) complies with authorisation given by Members pursuant to clause 16.3 (if any); and

(c) is fair to the Society.

16.3 **Members' Power to Prescribe Board's Authority:** The Members, by way of a Special Resolution passed at a general meeting, may prescribe, limit, extend or otherwise amend the extent of the Board's authority to authorise any of the payments, benefits or contracts described in clause 16.1. In the absence of the Members exercising power under this clause 16.3 the Board's authority with respect to clause 16.1 will be subject to the provisions described in clause 16.2.

16.4 **Other Offices with Society Held by Member:**

16.4.1 Any Board Member may act by himself or herself or by the Board Member's firm in a professional capacity for the Society, and the Board Member or the Board Member's firm will be entitled to remuneration for professional services as if the Board Member were not a Board Member, provided that nothing in this clause authorises a Board Member or the Board Member's firm to act as auditor (pursuant to clause 20.1) or reviewing accountant (pursuant to clause 20.2) to the Society.

16.4.2 A Board Member may hold any other office or place of profit within the Society (other than the office of auditor or reviewing accountant) in conjunction with the office of Board Member for such period and on such terms (as to remuneration and otherwise) as the Board may determine.

16.4.3 Other than as provided in clause 16.5 a Board Member is not disqualified by virtue of his or her office from entering into any transaction with the Society and any such transaction will be valid and enforceable to the same extent as if he or she were not a Board Member and not in a fiduciary relationship with the Society.

16.5 **Interested Board Members:** A Conflict Transaction exists for a Board Member when:

16.5.1 the Board Member has been, is, becomes or intends to become associated (including as a director, a trustee, an officer of another Society or otherwise in a private capacity) with any person with whom the Board Member is transacting or dealing in his or her capacity as a Board Member;

16.5.2 the interest or duty of the Board Member in any particular matter conflicts or might conflict with his or her duty to the Board and/or the Society; or

16.5.3 the Board Member is transacting or dealing with himself or herself in another capacity,

(Conflict Transaction).

16.6 **Entry in Interests Register:** A Board Member who is interested in a Conflict Transaction must, immediately upon becoming aware that he or she is interested in the Conflict Transaction, enter in the Interests Register:

16.6.1 if the monetary value of the interest is able to be quantified, the nature and monetary value of such interest; or

16.6.2 if the monetary value of the interest is not able to be quantified, the nature and extent of such interest.

16.7 **Status of Conflicted Board Member:** When a possible Conflict Transaction exists or might exist for a Board Member, and there are at the time more than two Board Members:

16.7.1 the Board Member for whom the actual or potential Conflict Transaction exists, or might exist, must declare the nature of the conflict, or the potential conflict, at a

Board meeting irrespective of the size or degree of proximity of the interest to matters of Board business, or whether the interest is of a financial or non-financial nature;

- 16.7.2 the chairperson of the meeting will rule whether or not a Conflict Transaction actually exists for the Board Member;
- 16.7.3 if the chairperson rules that a Conflict Transaction actually exists for the Board Member, including the chairperson (**Conflicted Board Member**), then subject only to clause 16.8 the Conflicted Board Member must not take part in any deliberations or proceedings, including voting or other decision making, that relates directly or indirectly with the Conflict Transaction, and the clauses in Schedule 2 will be deemed to be varied accordingly; and
- 16.7.4 if the Conflicted Board Member contravenes either of clauses 16.7.1 or 16.7.3, the Conflicted Board Member will not be included in the meeting Quorum, and his or her vote or other decision will be null and void, and the clauses in Schedule 2 will be deemed to be varied accordingly.
- 16.8 **Presence During Meeting:** When a Conflict Transaction is being discussed at a Board meeting, the chairperson may request the Conflicted Board Member to be present during some or all of the discussions. The Conflicted Board Member's involvement in such discussions will be at the sole and absolute discretion of the chairperson except that the Conflicted Board Member must not participate in voting or other decision making.
- 16.9 **Right to Request Absence:** The chairperson may require a Conflicted Board Member to leave the Board meeting for the duration of the business of the Conflict Transaction and, if requested, the Conflicted Board Member must leave the meeting.
- 16.10 **Conflicted Chairperson:** If the Conflicted Board Member is the chairperson, another person appointed by the remaining Board Members will assume the role of chairperson of the Board Meeting in respect of the business of the Conflict Transaction. If the Conflicted Board Member is the only Board Member, the matter must be referred back to the Members at a general meeting called for the purpose of dealing with the matter of the Conflict Transaction.

Part VI – General Provisions

17. Disputes

- 17.1 **Dispute Process:** This clause 17 sets out a process that must be followed in the event of a Dispute between two or more Members, or between any Member(s) and the Board.
- 17.2 **Dispute Notice:** A Member, or the Board Secretary on behalf of the Board (as the case may be), claiming that a Dispute has arisen must give the other party to the Dispute a Dispute Notice.
- 17.3 **Restriction on Commencing Court Proceedings:** A party to the Dispute must not start court proceedings (except proceedings seeking urgent or interlocutory relief) unless it has first complied with this clause 17.
- 17.4 **Good Faith Requirement:** The parties must in good faith attempt to resolve any Dispute by negotiations using the following escalation procedure:
- 17.4.1 after a Dispute Notice has been given, the parties must first make an honest attempt to resolve the Dispute;
- 17.4.2 if the parties cannot resolve the Dispute within ten Working Days after the Dispute Notice has been given, the parties must agree to the appointment of a mediator who will then assist the parties to a resolution through mediation. If the parties cannot agree on the appointment of a mediator within five Working Days of the need to appoint such a person, the Chairperson of the Society (or the National President, if the Chairperson is a party to the Dispute) must appoint a suitable mediator within a further two Working Days; and
- 17.4.3 the mediation will be conducted in Auckland (unless otherwise agreed by the disputing parties) provided that the mediator, at his or her sole discretion, may agree to an electronic form of communication in which to conduct the mediation, provided all parties can hear and communicate with each other.
- 17.5 **Support People:** Each party may have no more than two support people attending with them at any stage of the Dispute resolution process provided that any such support person has no right to speak unless agreed to by the other party. Any such right to speak may be withdrawn by the other party, at their absolute discretion, at any stage of the process.
- 17.6 **Court Proceedings:** If resolution cannot be achieved through mediation either party may seek any relief it considers appropriate in a court of competent jurisdiction provided that the court may take notice of anything said or relied upon by either party at any stage after the Dispute Notice has been issued.
- 17.7 **Continuing Obligations of Parties:** The parties must continue to perform their respective obligations under this Constitution pending the resolution of a Dispute, subject always to any Member's right to terminate his or her membership of the Society in accordance with this Constitution.
- 17.8 **Costs:** Subject to any direction arising out of any resolution process each party must pay its own costs of complying with this clause 17.

18. Bank Accounts

- 18.1 **Establish an Account:** The Board will open and maintain one or more accounts at a registered bank and ensure that, as far as possible, such accounts are used for all of the Society's income and expenditure.

- 18.2 **Authorised Signatories:** The National Executive will further ensure that a withdrawal from the bank account can only take place if it is initiated by two authorised persons, whether by written or electronic means. An 'authorised person' for the purposes of this clause means any person authorised by the Board, from time to time.

19. **Financial Accounts**

19.1 **Books to be Kept:**

- 19.1.1 The Board will cause accounting records to be kept that comply with the requirements of the Act.
- 19.1.2 The accounting records will be kept at the Society's premises or, subject to the Act, at such other place as the Board thinks fit, and will always be open for inspection by any Board Member.
- 19.1.3 Subject to the relevant provisions of the Act, the Board will from time to time determine whether and to what extent, and at what times and places and under what conditions or regulations, the financial and other records of the Society (including any certificate(s) issued pursuant to clause 20.4), or any of them, will be open for inspection by any Member who is not a Board Member. No Member (not being a Board Member) will have any right to inspect any financial or other records of the Society except as conferred by statute or authorised by the Board.

19.2 **Financial Statements:** The Board will:

- 19.2.1 prepare Financial Statements for the previous Financial Year; and
- 19.2.2 ensure that the Financial Statements are audited or reviewed (as the case may be, but subject to clause 20.6) within five months of the end of the Financial Year to which they relate.

19.3 **Annual Report:** The annual report of the Society for a Financial Year (**Annual Report**) will consist of the following:

- 19.3.1 the Financial Statements that have been prepared, and audited or reviewed (as the case may be), as required by clause 19.2;
- 19.3.2 the certificate provided by the auditor or the reviewing accountant (as the case may be), as required by clause 20.4;
- 19.3.3 a report, in writing, from the Chairperson outlining the activities of the Society during the period covered by the Financial Statements; and
- 19.3.4 any other report which the Board considers to be in the interests of Members.

19.4 **Information to Members:** The Board will send a copy of the Annual Report to every Member who is entitled to receive notice of the annual meeting pursuant to clause 9.6, in accordance with the Act.

20. **Audit and/or Review**

20.1 **Appointment of Auditor:** Where required by law or by agreement to have its Financial Statements audited the Members must, at each annual meeting of the Society, appoint a licensed auditor who must not be a Member (**auditor**), to:

- 20.1.1 hold office from the conclusion of the meeting until the conclusion of the next annual meeting; and

- 20.1.2 audit the Financial Statements of the Society for the then current Financial Year in accordance with the requirements of any law or agreement (as the case may be), and otherwise in accordance with auditing practices generally acceptable in New Zealand.
- 20.2 **Review of Financial Statements:** Where not required by law or by agreement to appoint an auditor but instead to appoint a reviewing accountant, the Members must, at each annual meeting of the Society, appoint a chartered accountant who must not be a Member (**reviewing accountant**), to review the Financial Statements of the Society for the then current Financial Year based on terms of reference that have been authorised, in writing, by the Board.
- 20.3 **Terms of Reference for Review:** In setting the terms of reference for a review pursuant to clause 20.2 the Board must give due consideration to:
- 20.3.1 the interests of the Society;
- 20.3.2 the interests of the Members collectively;
- 20.3.3 the number and value of financial transactions during the Financial Year;
- 20.3.4 the value of assets, and of liabilities, held or incurred at any time during the Financial Year;
- 20.3.5 the extent of any contingent liability that might attach to the Society during any later Financial Year; and
- 20.3.6 any other matter(s) which the Board considers relevant.
- 20.4 **Certificate:** In addition to any requirement of law or agreement, a certificate evidencing completion of an audit or a review (as the case may be) must be prepared by the auditor or the reviewing accountant (as the case may be) and must note any limitations of the audit or the review (if any) and any matter(s) concerning the Society to which the Board should turn its mind.
- 20.5 **Delivery of certificate:** The certificate required to be prepared pursuant to clause 20.4 must be delivered to the Board within five months of the completion of the Financial Year to which the Financial Statements the subject of the audit or review refer.
- 20.6 **No audit or review:** For the avoidance of doubt, where the Society is not required by law or by agreement to appoint an auditor or a reviewing accountant, the Financial Statements need not be audited or reviewed in relation to that Financial Year, and no certificate (as described in clause 20.4) will be available.

21. **Amendments to Constitution**

- 21.1 **Power to Repeal or Amend:** The Members may, by way of a Special Resolution passed at an annual meeting or at a special meeting, agree to repeal or amend (whether by way of substitution, deletion or addition) this Constitution, or any part of it.
- 21.2 **Void and of No Effect:** A repeal or amendment to this Constitution, or any part of it, that derogates from, or in any way compromises, the Objects of the Society will be void and of no effect.

22. Execution of Contracts

- 22.1 **Common Seal:** The Society will provide a common seal for the Board that will be retained by the Board Secretary unless otherwise directed by the Members. The common seal may only be used with the prior authority of the Board.
- 22.2 **Execution Requirements:** A contract or other enforceable obligation is to be entered into by the Society as follows:
- 22.2.1 an obligation which, if entered into by a natural person would by law be required to be by deed, is to be entered into on behalf of the Society in writing by attaching the common seal in the presence of two Board Members;
- 22.2.2 an obligation which, if entered into by a natural person is by law required to be in writing, may be entered into on behalf of the Society in writing by a person acting under the Society's express or implied authority; and
- 22.2.3 an obligation which, if entered into by a natural person, is not, by law, required to be in writing, may be entered into on behalf of the Society in writing or orally by a person acting under the Society's express or implied authority.
- 22.3 **Register:** The Board Secretary will ensure that:
- 22.3.1 a register is kept in which is recorded details of every significant or material deed, agreement or contract (at the direction of the Board but otherwise at the discretion of the Board Secretary) that has been executed on behalf of the Society; and
- 22.3.2 the register must be available at all reasonable times for inspection by any Member.
- 22.4 **Appointment of Attorney:** The Society may, by an instrument in writing executed as a deed, appoint two persons to act jointly as its attorneys either generally or in relation to a specified matter or matters. Any act of the attorneys in accordance with the instrument will bind the Society.

23. Dissolution and Liquidation

- 23.1 **Dissolution:** The Members, by way of a Special Resolution passed at a meeting called for the purpose, may agree to dissolve the Society and appoint a liquidator.
- 23.2 **Division of Assets:** If the Society is liquidated (whether pursuant to clause 23.1 or as a result of a process of law), the liquidator must, subject to the payment of all known debts and liabilities and subject to any sanction required by the Act, distribute the assets of the Society (whether they consist of property of the same kind or not) to another Society within New Zealand that:
- 23.2.1 is registered under the Act;
- 23.2.2 is registered under the Charities Act; and
- 23.2.3 has objects similar to the Objects,
- provided that the liquidator must give consideration to any recipient Society suggested by the meeting of Members held in accordance with clause 23.1.
- 23.3 **Direction of Court:** In the event that each of the requirements of clause 23.2 is not met, the assets of the Society will be distributed in accordance with the direction of a New Zealand court of competent jurisdiction.

- 23.4 **Liability of Members:** Members are not liable for any debts of the Society by virtue only of their membership.

24. **Removal from Registers**

If the Society:

- 24.1 has ceased to carry on business, discharged in full its liabilities to all known creditors, and distributed its surplus assets in accordance with either clause 23.2 or clause 23.3, or
- 24.2 has no surplus assets after paying its debts in full or in part, and no creditor has applied to the court for an order putting the Society into liquidation,

the Board may request:

- 24.3 the Registrar of Incorporated Societies to remove the Society from the register of incorporated societies; and
- 24.4 Charities Services to remove the Society from the register of charities.

Schedule 1 - Powers of Board

1. **Board's Powers:** The Board has, and may exercise, all the powers necessary for managing, directing and supervising the business and affairs of the Society, except to the extent that this Constitution or the Act expressly requires those powers to be exercised by the Members or by any other person. Without limiting this clause 1, and at all times consistent with this Constitution, the Board has the power:
- (a) to delegate any of its tasks or roles described in this Constitution to any person provided that it must retain responsibility for any such task or role so delegated;
 - (b) subject to clause 8.3, to consider and approve applications for membership of the Society, including the power to apply conditions or limitations to membership as the Board sees fit;
 - (c) to consider and approve the cancellation of any Member's membership provided that the Board has first given the Member a reasonable opportunity to address the Board before a decision is made;
 - (d) subject to clauses 9.1.1 and 9.1.2, to set the venue, date and time of any meeting of Members;
 - (e) to make, amend, repeal, publish and/or enforce any rules of the Society (by whatever title such rules are described);
 - (f) to employ or otherwise engage any person, on terms and subject to conditions as the Board sees fit, at its absolute discretion;
 - (g) to specify the role and responsibilities for each Executive Member, including the right to amend each such role and/or the responsibilities attaching to that role from time to time;
 - (h) to appoint each Executive Member (except the National President) on terms and subject to conditions as the Board sees fit, at its absolute discretion;
 - (i) to remove an Executive Member in accordance with the terms of this Constitution;
 - (j) to appoint up to three Independent Board Members (if required) on terms and subject to this Constitution and to conditions as the Board sees fit, at its absolute discretion;
 - (k) to co-opt any person to the Board, on terms and conditions the Board considers appropriate, provided that the term of any such co-opted appointment must expire at the conclusion of the next annual meeting;
 - (l) to establish any sub-committee of the Board, and to appoint any person (who need not be a Member) to a sub-committee, on such terms and conditions as the Board considers appropriate, provided that the term of the sub-committee must expire at the conclusion of the next annual meeting;
 - (m) to earn income from the provision of goods and/or services to any person, including to a Member;
 - (n) to acquire, dispose of, or otherwise deal with any property for the benefit of the Society and the Members;

- (o) to borrow money, and/or use the assets of the Society as security for any such borrowing, on terms agreed by the Board provided such borrowing and/or provision of security is in the best interests of the Society;
 - (p) to invest surplus funds of the Society as agreed by the Board, provided that any investment beyond the scope of section 30 of the Trusts Act 2019 must be agreed by the Members at a general meeting.
2. **Duties of Board Members:** A Board Member, when exercising powers or performing duties:
- (a) must act in good faith and in what the Board Member believes to be the best interests of the Society provided that each Board Member is expressly permitted, when exercising powers or performing duties as a Board Member, to act in a manner which he or she believes is in the best interests of the Society even though it may not be in the best interests of the Society; and
 - (b) must otherwise comply with his or her statutory and common law duties to the Society.
3. **Major Transactions:** The Board may not procure or permit the Society to enter into a Major Transaction unless the transaction is:
- (a) approved by a Special Resolution; or
 - (b) made contingent on approval by a Special Resolution.

Schedule 2 - Proceedings at Board Meetings

1. **Proceedings:** Except as provided in this Schedule 2, the Board may regulate its own procedures.
2. **Chairperson:**
 - (a) The Chairperson will be the chairperson of every Board meeting provided that, if the Chairperson is unable or unwilling to chair a meeting, the National President will chair that meeting.
 - (b) If neither the Chairperson nor the National President is present within ten minutes after the time appointed for the commencement of the Board meeting, the Board Members present may choose one of their number to be the chairperson of that meeting.
3. **Notice of Board Meeting:**
 - (a) The Board Secretary may convene a Board meeting by giving notice in accordance with this clause.
 - (b) Not less than five clear days' notice of a meeting of the Board must be given to every Board Member and the notice must include the date, time and place of the meeting and the matters to be discussed.
 - (c) An irregularity in the notice of the meeting is waived if all Board Members attend the meeting without protest as to the irregularity or if all Board Members entitled to receive notice of the meeting agree to the waiver.
 - (d) Notice of a Board meeting may be given by any means, including by telephone or by email. Notice given by a letter addressed to a Board Member at his or her last known address notified to the Society will be deemed to have been given two days following the day the letter is posted. Notice given by telephone or email will be deemed to have been delivered upon the sender receiving evidence of an error-free transmission, provided that an automatically generated reply to an email will not constitute evidence for the purpose of this sub-clause (d).
4. **Method of Holding Board Meetings:** A meeting of the Board may be held either:
 - (a) by a number of Board Members sufficient to form a Quorum being assembled together at the place, date and time appointed for the meeting; or
 - (b) by means of audio, or audio and visual, or electronic communication by which all Board Members participating in the meeting and constituting a Quorum can simultaneously hear, and communicate with, each other throughout the meeting.
5. **Quorum:**
 - (a) A Quorum for a Board meeting may be fixed by the Members at an annual meeting but, unless so fixed, is a majority of the total number of Board Members then holding office present in person at the Board meeting.
 - (b) No business may be transacted at a Board meeting if a Quorum is not present.
6. **Voting:**
 - (a) Each Board Member has one vote, provided that the Board Secretary has no right to vote.

- (b) A resolution of the Board is passed if it is agreed to by all Board Members present without dissent or if a majority of the votes cast on it are in favour.
 - (c) In cases of an equality of votes, the chairperson will have a second or casting vote provided that where a Quorum is two persons, and only two Board Members entitled to vote are at the meeting, the chairperson of that meeting will not have a second or casting vote.
 - (d) A Board Member present at a meeting of the Board is presumed to have agreed to, and to have voted in favour of, a resolution of the Board unless he or she expressly votes against the resolution at the meeting, or chooses to abstain from voting on the resolution.
 - (e) No Board Member may vote on any matter in which he or she has disclosed an interest pursuant to clause 16.5.
7. **Written Resolutions:** A resolution in writing wet-signed or digitally signed by all Board Members for the time being entitled to receive notice of a meeting of the Board will be valid and effective as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Board Members. A facsimile (including a document scanned in portable document format (PDF)) of any such signed resolution will be as valid and effectual as the original signed document with effect from completion of its error-free transmission.
8. **Minutes:** The Board must keep a minute book and must ensure that full and accurate minutes are kept of all proceedings at Board meetings, including resolutions passed and a copy of every written resolution passed by the Board.
9. **Interests Register:** The Interests Register must lie on the table during each Board meeting and must be available for inspection by any Board Member during the course of the meeting.
10. **Continuing Board Members:** The continuing Board Members will comprise the Board, notwithstanding any vacancy in the number of Board Members but if their number is reduced below the number fixed by or pursuant to this Constitution as the minimum number of Board Members, the continuing Board Members will comprise the Board only for the purpose of increasing the number of Board Members to the minimum number, or for summoning a special meeting of the Members.

Schedule 3 - Board Members

The Board Members of the Society are:

National President;

Volunteer Representative;

(up to three) Independent Board Members; and

Ordinary Board Members.

For the avoidance of doubt:

- (a) one of the Board Members listed above will be appointed as Chairperson; and
- (b) the number of Ordinary Board Members will be limited to the maximum number of Board Members (presently nine) reduced by the number in total of the National President, the Volunteer Representative, and the Independent Board Member(s).

Schedule 4 - Executive Members

The Executive Members of the Society are:

National President (ex officio);

National Finance Officer;

National People Officer;

National Education Officer;

National Operations Officer;

National Information Officer;

National Communications Officer;

National Relations Officer; and

National Māori and Pasifika Officer.