

Constitution of Volunteering New Zealand Incorporated | Kaupapa Ture o Tūao Aotearoa

1. Introductory rules

1.1. Name

- 1.1.1. The name of the society is Volunteering New Zealand Incorporated (in these **Rules** referred to as the '**Society**'). The society's te reo Māori name is Tūao Aotearoa.

1.2. Definitions

- 1.2.1. In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:
- 1.2.2. '**Act**' means the Incorporated Societies Act 2022 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.
- 1.2.3. '**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.
- 1.2.4. '**Board**' means the **Society's** governing body.
- 1.2.5. '**Board Member**' means a member of the **Board**, including the **Chair, Co-Chairs, Deputy Chair** and **Treasurer**.
- 1.2.6. '**Chair**' means the **Board Member** responsible for, among other things, overseeing the governance and operations of the **Society** and chairing **General Meetings**.
- 1.2.7. '**Co-Chair**' or '**Co-Chairs**' means the Board Member or Members responsible for, among other things, overseeing the governance and operations of the **Society** and chairing **General Meetings**.
- 1.2.8. '**Chief Executive**' means the individual appointed to operationalise the execution of the **Board's** strategy. Among other things, the **Chief Executive** will be responsible for keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and Board meetings.
- 1.2.9. '**Deputy Chair**' means the **Board Member** elected or appointed to deputise in the absence of the Chair.
- 1.2.10. '**General Meeting**' means either an **Annual General Meeting** or a **Special General Meeting** of the **Society**.
- 1.2.11. '**Member**' means a person or body corporate properly admitted to the **Society** who has not ceased to be a member of the **Society**.
- 1.2.12. '**Notice**' to Members or **Board Members** includes any notice given in writing by post, courier, email, agreed means of electronic communication or handed to the person in question. The failure for any reason of any Member or **Board Member** to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.
- 1.2.13. '**Register of Members**' means the register of **Members** kept under these **Rules**.
- 1.2.14. '**Rules**' means the rules in this document.
- 1.2.15. '**Special General Meeting**' means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.
- 1.2.16. '**Treasurer**' means the **Board Member** responsible for, among other things, overseeing the finances of the **Society**.

- 1.2.17. **'Volunteer Centre'** means a regional community organisation, trust or incorporated society providing volunteer recruitment services, and capacity building support for volunteer involving organisations in their community.
- 1.2.18. **'Volunteering New Zealand'** is an association of national and other organisations that are committed to volunteering and of Volunteer Centres.
- 1.2.19. **'Working Days'** means any day excluding Saturdays, Sundays, and statutory holidays in Wellington, New Zealand.

1.3. Purpose

- 1.3.1. We are kaitiaki of Mahi Aroha, empowering volunteers to enrich Aotearoa New Zealand.
- 1.3.2. Our Aspirations are as follows:
 - 1.3.2.1. For Aotearoa New Zealand
Volunteering is valued as part of who we are as a nation. We thrive and are enriched by the goodwill of volunteers in every community and their contribution and impact is recognised and supported.
 - 1.3.2.2. For Volunteering New Zealand
A large and diverse membership and our strong partnerships with government, iwi/Māori, communities and business enable us to transform volunteering in Aotearoa New Zealand.

1.4. 'Ngā Tikanga Whakahaere'

- 1.4.1. The 'Ngā Tikanga Whakahaere' of the **Society** is as follows:
 - 1.4.1.1. The **Society** believes:
 - 1.4.1.1.1. In being guided by and upholding the principles of Te Tiriti o Waitangi;
 - 1.4.1.1.2. In using the Māori language with respect;
 - 1.4.1.1.3. That volunteering brings a benefit to the individual, group/agency and the wider community;
 - 1.4.1.1.4. In the need to raise community awareness of the value and status of volunteers;
 - 1.4.1.1.5. In enhancing the value and status of volunteering;
 - 1.4.1.1.6. In promoting ethical and effective practice in volunteering;
 - 1.4.1.1.7. That volunteering is an unpaid activity undertaken for the common good;
 - 1.4.1.1.8. That **Members** have a right to autonomy, including the right to disagree with the **Society**, while operating within the national framework;
 - 1.4.1.1.9. That everyone has a right to volunteer; and
 - 1.4.1.1.10. In supporting the rights of volunteers through advocacy and the monitoring of the political and social issues which affect them.
 - 1.4.1.2. 'Ngā Uara / The values that drive us:
 - 1.4.1.2.1. To care, nurture and grow - manaakitanga
 - 1.4.1.2.2. To build connections and enduring relationships – whanaungatanga
 - 1.4.1.2.3. To inspire by example - tūao
 - 1.4.1.2.4. To hold ourselves to the highest standard - whaiwhakaaro
- 1.4.2. These Rules shall be interpreted having regard to that tikanga or culture.

1.5. Objects

- 1.5.1. The objects of the **Society** are as follows:

- 1.5.1.1. To maintain an association of organisations within Aotearoa New Zealand which promotes, supports, encourages and represents volunteering within the guidelines laid out in these **Rules** taking especial note of the purpose set out within these **Rules**;
- 1.5.1.2. To raise the interest and awareness in Aotearoa New Zealand of the value of volunteering in benefiting the common good so as to encourage increased participation in volunteering and strive towards a well-informed public;
- 1.5.1.3. To provide services and assistance including education which support the development of effective volunteer services including political and other partisan bodies, but at no time to become identified with any political party;
- 1.5.1.4. To establish communication and work with other organisations and individuals as the **Society** deems fit;
- 1.5.1.5. To undertake and promote research, and the publication and dissemination of material relevant to the aims of the **Society**;
- 1.5.1.6. To participate in any other activities which are considered practicable and desirable in reaching the objects outlined above;
- 1.5.1.7. To represent Volunteering New Zealand internationally; and
- 1.5.1.8. To undertake all activities for charitable purposes and the benefit the New Zealand community.

1.6. Income, Benefit or Advantage to be Applied to the Objects of the Society

- 1.6.1. Any income, benefit or advantage will be applied to the Objects of the **Society**.
- 1.6.2. No member of the **Society** or any person associated with a **Member** shall participate in, or materially influence, any decision made by the **Society** in respect of any payment to or on behalf of that member or **Associated Person** of any income, benefit or advantage whatsoever.
- 1.6.3. Any such income paid shall be reasonable and relative to that which would be paid on the basis of open market value.
- 1.6.4. The provision and effect of this rule shall not be removed from these **Rules** and shall be implied into any document replacing these **Rules**.

1.7. Act and Regulations

- 1.7.1. Nothing in these **Rules** authorises the **Society** to do anything which contravenes or is inconsistent with the **Act**, any regulations made under the **Act**, or any other legislation.

1.8. Powers

- 1.8.1. The **Society** has full capacity, powers and privileges, as set out in section 18 of the **Act**.

2. Members

2.1 Minimum number of members

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

2.2 Types of members

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

- 2.2.1.1 Volunteer Centres;
- 2.2.1.2 National and other organisations in accordance with criteria as determined from time to time by the Society; and
- 2.2.1.3 Associate Members – those who do not meet the criteria for Categories a or b but who have a commitment to volunteering.

2.3 Becoming a member: consent

- 2.3.1 Every applicant for membership must consent in writing to becoming a **Member**. The consent of body corporate may be given on that body corporate's behalf in writing by a person acting under the body corporate's express or implied authority.

2.4 Becoming a member: process

- 2.4.1 An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as required by the **Board**.
- 2.4.2 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).

2.5 Obligations and rights

- 2.5.1 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.
- 2.5.2 Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Society**.
- 2.5.3 All **Members** shall uphold the vision, definition, beliefs, and values of the Society.

2.6 Other obligations and rights

- 2.6.1 All **Members** (including **Board Members**) shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.
- 2.6.2 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**.
- 2.6.3 Any **Member** that is a body corporate shall provide the **Chief Executive** 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**.
- 2.6.4 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.

2.7 Subscriptions and fees

- 2.7.1 The annual subscription and any other fees for membership for the then current financial year (commencing 1 July) shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic

instalments). The annual subscription will be invoiced before commencement of the next financial year and become payable twenty (20) days after invoicing. If the subscription is not fixed at a **General Meeting** it shall remain the same as for the previous year.

- 2.7.2 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 3 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**).

2.8 Ceasing to be a member

- 2.8.1 A **Member** ceases to be a **Member**:
- 2.8.1.1 on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership); or
 - 2.8.1.2 by resignation from that **Member's** class of membership by notice to the **Chief Executive**; or
 - 2.8.1.3 on termination of a **Member's** membership following a dispute resolution process under these **Rules**.
- 2.8.2 with effect from the death, liquidation or dissolution of the **Member**, or the date of receipt by the **Chief Executive**, or any subsequent date stated in the notice of resignation, or termination of membership following a dispute resolution process under these **Rules**.

2.9 Obligations on resignation

- 2.9.1 A **Member** who resigns or whose membership is terminated under these **Rules**:
- 2.9.1.1 remains liable to pay all subscriptions and other fees to the **Society's** next balance date;
 - 2.9.1.2 shall cease to hold himself or themselves as a **Member** of the **Society**;
 - 2.9.1.3 shall return to the **Society** all material provided to **Members** by the **Society** (including any membership certificate, badges, handbooks and manuals); and
 - 2.9.1.4 shall cease to be entitled to any of the rights of a **Society Member**.

2.10 Becoming a member again

- 2.10.1 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 **Board**.
- 2.10.2 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 **Board**.

3. General meetings

3.1 Annual General Meetings

- 3.1.1 An **Annual General Meeting** shall be held once a year not later than 30 November 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.

3.2 Annual General Meetings: business

- 3.2.1 The business of an **Annual General Meeting** shall be to:
 - 3.2.1.1 confirm the minutes of previous **Society Meeting(s)**;
 - 3.2.1.2 adopt the annual report on **Society** operations;
 - 3.2.1.3 adopt the **Society's** annual financial statements;
 - 3.2.1.4 set any subscriptions for the current financial year;
 - 3.2.1.5 consider any motions;
 - 3.2.1.6 consider any general business, and
 - 3.2.1.7 elect members of the **Board**.
- 3.2.2 The **Board** must, at each **Annual General Meeting**, present the following information:
 - 3.2.2.1 an annual report on the affairs of the **Society** during the most recently completed accounting period;
 - 3.2.2.2 the annual financial statements for that period; and
 - 3.2.2.3 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).

3.3 Special General Meetings

- 3.3.1 **Special General Meetings** may be called at any time by the **Board** by resolution. The **Board** must call a **Special General Meeting** if the **Chief Executive** receives a written request signed by at least seven **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.
- 3.3.2 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 **Board's** resolution or the written request by **Members** for the Meeting.

3.4 Procedure

- 3.4.1 The **Board** shall give all **Members** at least 20 **Working Days'** notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.
- 3.4.2 The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.
- 3.4.3 **General Meetings** may be conducted at one or more venues by telephone conference, video conference or any similar means of electronic, audio or audio-visual communication, provided that the **Members** can hear each other well enough to follow the discussion throughout the meeting and gives them an opportunity to participate.
- 3.4.4 All financial **Members** may attend, speak and vote at **General Meetings** (with the exception of Associate members who may attend and speak, but not vote):
 - 3.4.4.1 in person; or
 - 3.4.4.2 by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Chief Executive** before the commencement of the **General Meeting**; or

- 3.4.4.3 through the authorised representative of a body corporate as notified to the **Chief Executive**; and
- 3.4.4.4 No other proxy voting shall be permitted.
- 3.4.5 No **General Meeting** may be held unless at least 20 percent of eligible financial **Members** or 20 full members attend, either attending in person, by proxy or in accordance with clause 3.4.3, whichever is fewer. This will constitute a quorum. For those in attendance in accordance with clause 3.4.3, the **Members** present shall be determined by the total number of electronic votes cast including abstentions.
- 3.4.6 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 **Chair** or a **Co-Chair** of the **Society**, and if at such adjourned meeting a quorum is not present those present in person, by proxy or in accordance with clause 3.4.3 shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.
- 3.4.7 All **General Meetings** shall be chaired by the **Chair** or one of the **Co-Chairs (not both Co-Chairs)**. If the **Chair** or both **Co-Chairs** are absent, the meeting shall elect another **Board Member** to chair that meeting.
- 3.4.8 Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote. If the meeting is being chaired by the **Co-Chairs**, they will each have a deliberative and, in the event of a tied vote, a casting vote. Where the vote remains tied after the **Co-Chairs** have made their casting votes, the vote will be lost.
- 3.4.9 Any person or persons chairing a **General Meeting** may:
 - 3.4.9.1 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.
 - 3.4.9.2 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 or chairpersons be removed from the Meeting, and
 - 3.4.9.3 In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.
- 3.4.10 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**.
- 3.4.11 Any **Member** may request that a motion be voted on ('Member's Motion') at a **General Meeting**, by giving notice to the **Chief Executive** at least 5 **Working Days** before that meeting. The **Member** may also provide information in support of the motion ('Member's Information').
- 3.4.12 Voting at any general meeting shall be on voice, show of hands, or on request of not less than 7 **Members** present, by ballot. For those attending in accordance with clause 3.4.3, voting shall be by electronic means.
- 3.4.13 Electronic or postal votes are permitted but must be received 7 days prior to the general meeting indicating votes for the advertised business and shall be included in the count for the relevant motions during the general meeting.
- 3.4.14 An authorised representative who attends a **General Meeting** on behalf of a financial **Member** that is a body corporate will be deemed to have the authority to vote on behalf of that body corporate in accordance with clause 2.6.3.

- 3.4.15 Members who are Volunteer Centres will have three votes at an annual general meeting.

3.5 Minutes

- 3.5.1 Minutes must be kept by the **Chief Executive** of all **General Meetings**.

4. Board

4.1 Composition

- 4.1.1 The **Board** will consist of 8 **Board Members** who are:
- 4.1.1.1 **Members** of the **Society**, or representatives of bodies corporate that are **Members** of the **Society**.
 - 4.1.1.2 natural persons; and
 - 4.1.1.3 not disqualified by these **Rules** or the **Act**.
- 4.1.2 The **Board** may choose between the following compositions:
- 4.1.2.1 a single **Chair** model, which includes:
 - 4.1.2.1.1 a **Chair**;
 - 4.1.2.1.2 a **Deputy Chair**;
 - 4.1.2.1.3 a **Treasurer**; and
 - 4.1.2.1.4 other **Board Members**, or
 - 4.1.2.2 a **Co-Chair** model, which includes:
 - 4.1.2.2.1 two **Co-Chairs**;
 - 4.1.2.2.2 a **Treasurer**; and
 - 4.1.2.2.3 other **Board Members**.
- 4.1.3 At the first meeting after the **Annual General Meeting** the **Board** shall decide its composition model and elect the corresponding positions as set out in clause 4.1.2 to hold office for that year.
- 4.1.4 Notwithstanding the above, the **Board Member** composition shall also include:
- 4.1.4.1 a representative for Māori;
 - 4.1.4.2 a representative for Pasifika people;
 - 4.1.4.3 a representative for youth; and
- 4.1.5 Representatives for the above **Board Member**'s shall be proposed for nomination by the respective community from whom they are intended to represent.

4.2 Qualifications

- 4.2.1 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 section 47(3) of the **Act**.

4.3 Election or appointment

- 4.3.1 The election of **Board Members** shall be conducted as follows:
- 4.3.1.1 **Board Members** shall be announced at / or elected during the **Annual General Meetings**. However, if a vacancy in the position of any **Board Member** occurs between **Annual General Meetings**, that vacancy may be filled by resolution of the **Board** in accordance with the casual vacancy process set out below.
 - 4.3.1.2 Not less than 42 days before the date fixed for the **Annual General Meeting** the **Board** shall by notice in writing call for nominations for

elected **Board Members**. Such nominations may be made in writing, including fax and e-mail, by any voting member and must be received by the **Chief Executive** not less than 15 **Working Days** before the date fixed for the **Annual General Meeting**.

- 4.3.1.3 A candidate's written nomination, accompanied by the written consent of the nominee (who must be a financial **Member** with voting rights) 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 **Chief Executive** at least 15 **Working 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**.
- 4.3.1.4 Immediately after the closing date for nominations, all **Members** will be sent a list of all nominations received. If nominations exceed the number of vacancies an election shall be held by postal ballot prior to the **Annual General Meeting**. Voting papers will be sent to all voting **Members** with at least 14 days notice of the closing date for receipt of votes. Votes may be cast electronically by e-mail or fax. All **Board Members** will be announced and confirmed at the annual general meeting.
- 4.3.1.5 If vacancies equal or exceed the number of nominations received then those received by the closing date shall be declared duly appointed.
- 4.3.1.6 Nominations to fill unfilled vacancies may be called for at the annual general meeting. In the event of such nominations which have been seconded exceeding those vacancies then there shall be an election to determine which of those persons so nominated shall fill them. Any such election shall be by ballot.
- 4.3.1.7 Where appointment is determined by ballot, votes shall be cast in such a manner as the person or persons chairing the Meeting determines.
- 4.3.1.8 Two **Members** (who are not nominees) or non-**Members** appointed by the **Chair** or **Co-Chairs** (or when only one **Co-Chair** is present, a **Co-Chair**) shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- 4.3.1.9 The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.
- 4.3.1.10 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).
- 4.3.1.11 Any appointee nominated to fill unfilled vacancies at the Annual General Meeting 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**.

4.4 Casual Vacancies

- 4.4.1 Any casual vacancy among elected **Board Members** may be filled by the **Board**. Any person so chosen shall retain office only for such period as determined by the **Board** but not beyond the next **Annual General Meeting**.
- 4.4.2 Where a casual vacancy relates to a position typically nominated by a particular community, the **Board** may only appoint a **Board Member** where the casual vacancy has first been nominated by the relevant community for which the role is intended to fulfil.

- 4.4.3 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**.

4.5 Co-opted Board Members

- 4.5.1 The **Board** shall have the ability to co-opt members to the **Board** to ensure adequate representation and skills.
- 4.5.2 A maximum of two people can be co-opted. The co-opted members will only hold position for such period as determined by the **Board** but not exceeding 24 months.
- 4.5.3 Co-opted members will have the same authority and obligations as other **Board Members**.

4.6 Term

- 4.6.1 The term of office for all **Board Members** shall be 3 years, 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.
- 4.6.2 No **Board Member including Chair or Co-Chair** shall serve for more than 2 consecutive terms, and must stand down for at least 1 year prior to seeking re-election.

4.7 Removal

- 4.7.1 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**), or any of the matters listed in clause 8.2.1, the following steps shall be taken:
 - 4.7.1.1 The **Board Member** who is the subject of the complaint, must be advised of all details of the complaint.
 - 4.7.1.2 The **Board Member** who is the subject of the complaint, must be given adequate time to prepare a response.
 - 4.7.1.3 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.
 - 4.7.1.4 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).
- 4.7.2 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 two-thirds majority of those present and voting.
- 4.7.3 The **Board** may stand down a **Board Member** by unanimous vote (excluding the **Board Member** who is the subject of the complaint) pending resolution of the complaint.

4.8 Cessation of Board Membership

- 4.8.1 A **Board Member** will cease to hold the office of the **Board** if the **Board Member**:
 - 4.8.1.1 Retires or resigns as a **Board Member** by submitting their resignation in writing to the **Chair** or a **Co-Chair**. Unless there are exceptional

- circumstances, a notice period of 90 days is requested in order to allow the Board to find replacement;
- 4.8.1.2 Dies; or
 - 4.8.1.3 Becomes disqualified to be a **Board Member** of the **Society** in accordance with the **Act**.
- 4.8.2 Each **Board Member** shall within 20 **Working Days** of ceasing to hold office, deliver to the **Chief Executive** all books, papers and other property of the **Society** held by such former **Board Member**.

4.9 Functions and Powers

- 4.9.1 The operations and affairs of the **Society** must be managed by, or under the direction or supervision of, the **Board** and in accordance with these **Rules** and resolutions of the **Members** of the **Society** in a **General Meeting**.
- 4.9.2 The **Board** has all of the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the **Society**. The **Board** shall be accountable to the **Members** for the advancement of the **Society's** purposes and the implementation of resolutions approved by any **General Meeting**.

4.10 Officers' duties Mandatory

- 4.10.1 At all times each **Board Member**:
 - 4.10.1.1 shall act in good faith and in what he or she believes to be the best interests of the **Society**;
 - 4.10.1.2 must exercise all powers for a proper purpose;
 - 4.10.1.3 must not act, or agree to the **Society** acting, in a manner that contravenes the Statute, these **Rules**, or the **Society's** code of ethics;
 - 4.10.1.4 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;
 - 4.10.1.5 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
 - 4.10.1.6 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.

4.11 Sub-Committees

- 4.11.1 The **Board** may appoint 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**:
 - 4.11.1.1 the quorum of every sub-committee is half the members of the sub-committee;
 - 4.11.1.2 no sub-committee shall have power to co-opt additional members;
 - 4.11.1.3 a sub-committee must not commit the **Society** to any financial expenditure without express authority; and
 - 4.11.1.4 a sub-committee must not further delegate any of its powers.

4.12 General issues

- 4.12.1 The **Board** and any 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.
- 4.12.2 Other than as prescribed by the **Act** or these **Rules**, the **Board** or any sub-committee may regulate its proceedings as it thinks fit.
- 4.12.3 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**.

4.13 Conflicts of interest

- 4.13.1 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 sub-committee are prevented from voting on a matter because they are interested in that matter, the **Board** shall consider and determine the matter.

5. Board meetings

5.1 Frequency

- 5.1.1 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 **Chair** or a **Co-Chair**.
- 5.1.2 As a minimum, the **Board** shall meet at least three times in the period between annual general meetings. Notice of such meetings will be given in writing to **Board Members** at least 7 days before the meetings. In case of urgency oral and shorter notice may be given.

5.2 Procedure

- 5.2.1 The quorum for Board meetings is at least half the number of **Board Members**. In the event of a quorum not being present, the **Chair** or a **Co-Chair** will determine the action to be taken including the rescheduling of the meeting.
- 5.2.2 Voting at any Board meeting shall be on voice, show of hands, electronic means or by confidential vote.
- 5.2.3 Subject to these **Rules**, each **Board Member** will be entitled to one (1) vote on any matter being voted on by the **Board**.
- 5.2.4 The number of votes required to reach any decision will be not less than [three-quarters (3/4)] of the number of **Board Members** present and eligible to vote at the meeting. The **Chair** of the meeting shall have a deliberative and casting vote. If the meeting is being chaired by the **Co-Chairs**, they will each have a deliberative and, in the event of a tied vote, a casting vote. Where the vote remains tied after the **Co-Chairs** have made their casting votes, the vote will be lost.

5.3 Board meeting attendance

- 5.3.1 The **Board Members** have an obligation to attend the Board meetings.

- 5.3.2 When three meetings have been missed in whole or in part during one calendar year, the Board will reserve its right to reconsider the **Board Member's** place on the **Board**.
- 5.3.3 In case of cessation of the **Board Member**, the **Chair** or a **Co-Chair** will submit the confirmation of cessation to the **Board member** in writing within 7 days of the decision.
- 5.3.4 The **Chief Executive** will be expected to attend all Board meetings and participate as requested.

6. Records

6.1 Register of members

- 6.1.1 The **Chief Executive** 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**.

6.2 Contents of Register of members

- 6.2.1 The information contained in the Register of Members shall include each **Member's**:
 - 6.2.1.1 postal address;
 - 6.2.1.2 phone number (landline and/or mobile);
 - 6.2.1.3 email address (if any);
 - 6.2.1.4 the date the **Member** became a **Member**;
 - 6.2.1.5 full legal name; and
 - 6.2.1.6 whether the **Member** is financial or unfinancial.
- 6.2.2 Every **Member** shall promptly advise the **Chief Executive** of any change of their contact details.
- 6.2.3 For any **Member** who has ceased to be a **Member** within the previous 7 years, the Register of Members shall also include the name of the **Member** and the date on which they ceased to be a **Member**.

6.3 Access to Register of members

- 6.3.1 With reasonable notice and at reasonable times, the **Chief Executive** 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 and in accordance with our Access to Information for Members Policy. The **Chief Executive** will offer **Members** that are bodies corporate the option of disclosing their information to other **Members** that are bodies corporate.

6.4 Custody of the Rules

- 6.4.1 The **Board** will keep a copy of the **Rules** and Amendments.
- 6.4.2 Copies of the **Rules** and Amendments shall be available for perusal or supply to **Members**.

7. Finances

7.1 Control and management

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

7.2 Balance date

- 7.2.1 The **Society's** financial year shall commence on 1 July of each year and end on 30 June (the latter date being the **Society's** balance date).

8. Dispute resolution

8.1 Raising disputes

- 8.1.1 Any grievance by a **Member, Board Member** or the **Society** is to be lodged by the complainant with the **Chief Executive and/or the Board Chair and/or a Co-Chair** in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All **Members, Board Members** and the **Society** are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Society's** activities.
- 8.1.2 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.

8.2 Investigating disputes

- 8.2.1 This rule concerns:
- 8.2.1.1 any grievances relating to their rights and interests as **Members** or the rights or interests of **Members** generally;
 - 8.2.1.2 any grievances that the **Society** has breached, or is likely to breach, a duty under the **Society's Rules** or bylaws or the **Act**;
 - 8.2.1.3 any complaints concerning the alleged conduct or discipline of members or **Board Members**; or
 - 8.2.1.4 any complaints that a **Member** or **Board Member** has breached, or is likely to breach, a duty under the **Society's Rules** or bylaws or the **Act**,
- collectively referred to as "disputes."
- 8.2.2 These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.
- 8.2.3 Rather than investigate and deal with any grievance or complaint, the **Board** may:
- 8.2.3.1 appoint a sub-committee to deal with the same, or
 - 8.2.3.2 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,
- 8.2.4 The **Board** or any such sub-committee or person considering any grievance or complaint is referred to hereafter as the "decision-maker".
- 8.2.5 The decision-maker:
- 8.2.5.1 shall consider whether to investigate and deal with the grievance or complaint, and
 - 8.2.5.2 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**).

- 8.2.6 Where the decision-maker decides to investigate and deal with a complaint about a **Board Member** (and not in the **Board Member's** capacity as a **Member** of the **Society**), the procedures in clause 4.7 shall be followed.
- 8.2.7 Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:
- 8.2.7.1 The complainant and the **Member**, or the **Society**, which is the subject of the grievance, must be advised of all details of the grievance.
 - 8.2.7.2 The **Member**, or the **Society**, which is the subject of the grievance (the "respondent"), must be given an adequate time to prepare a response. If the respondent is the **Society**, a **Board Member** may exercise this right on behalf of the **Society**.
 - 8.2.7.3 The complainant and the respondent 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. If the **Society** is the complainant or the respondent, a **Board Member** may exercise this right on behalf of the **Society**.
 - 8.2.7.4 Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.
- 8.2.8 Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:
- 8.2.8.1 The complainant and the **Member** complained against must be advised of all allegations concerning the **Member**, and all details of the complaint.
 - 8.2.8.2 The **Member** complained against must be given an adequate time to prepare a response.
 - 8.2.8.3 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.
 - 8.2.8.4 Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.
- 8.2.9 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.

8.3 Resolving disputes

- 8.3.1 The decision-maker may:
- 8.3.1.1 dismiss a grievance or complaint; or
 - 8.3.1.2 uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the **Society** and **Members** shall comply); or
 - 8.3.1.3 uphold a complaint and:
 - 8.3.1.3.1 reprimand or admonish the **Member**; and/or
 - 8.3.1.3.2 suspend the **Member** from membership for a specified period, or terminate the **Member's** membership; and/or

- 8.3.1.3.3 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.

9. Winding up

9.1 Process

- 9.1.1 The **Society** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.
- 9.1.2 The **Board Chair** or **Co-Chairs** or designee 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.
- 9.1.3 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.

9.2 Surplus assets

- 9.2.1 If the **Society** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property remains after the settlement of the **Society's** debts and liabilities, that property must be given or transferred to another organisation for a similar charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005. Determination of the distribution of the property will require a majority vote of the **Board Members**.

10. Alterations to the Rules

10.1 Amending these Rules

- 10.1.1 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.
- 10.1.2 Any proposed motion to amend or replace these **Rules** shall be given in writing to the **Chief Executive and/or Board Chair and/or a Co-Chair** at least 10 **Working 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
- 10.1.3 No alteration shall affect the charitable status of the **Society**.
- 10.1.4 At least 5 **Working Days** before the **General Meeting** at which any amendment is to be considered the **Chief Executive** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Board** has.
- 10.1.5 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.
- 10.1.6 When an amendment is approved by a **General Meeting** it shall be provided to Charities Services as soon as possible but no later than three months following the amendment's acceptance by the Registrar of Incorporated Societies.

10.2 Minor or Technical Amendments

- 10.2.1 The **Board** may amend the terms of these **Rules** by a unanimous resolution of the **Board** if the Amendment:

- 10.2.1.1 has no more than a minor effect; or
- 10.2.1.2 corrects errors or makes similar technical alterations,
PROVIDED THAT the Board provides written notice of the amendment to every **Member** of the Society, with the notice stating:
 - 10.2.1.2.1 the text of the amendment; and
 - 10.2.1.2.2 the right of the **Member** to object to the amendment.
- 10.2.1.3 If no **Member** objects within twenty (20) Working Days after the date on which the notice is sent, the **Board** may make the amendment.
- 10.2.1.4 If a **Member** objects to the amendment made under clause 10.2 within twenty (20) Working Days after the date on which the notice is sent, the **Society** may not make the amendments under this clause.

11. Other

11.1 Common seal

- 11.1.1 The Society may enter into contracts by two **Board Members** signing under the name of the Society or any other method approved in the **Act**.

11.2 Contact person

- 11.2.1 The **Society's** Contact Officer must be:
 - 11.2.1.1 At least 18 years of age; and
 - 11.2.1.2 A **Board Member**, and
 - 11.2.1.3 At all times be resident in New Zealand, and
 - 11.2.1.4 Not disqualified under the Statute from holding that office
- 11.2.2 and shall be the **Chair** or **Co-Chairs**.
 - 11.2.2.1 Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 **Working Days** of that change occurring, or the **Society** becoming aware of the change.

11.3 Bylaws

- 11.3.1 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**.

11.4 Indemnity and insurance

- 11.4.1 The **Society** may, with the authority of the **Board**, indemnify and/or obtain insurance for an officer for:
 - 11.4.1.1 liability (other than criminal liability) for a failure to comply with:
 - 11.4.1.1.1 a duty under section 54 to 61 of the Act (officers' duties); or
 - 11.4.1.1.2 any other duty imposed on an officer in their capacity as an officer of the **Society**; and/or
 - 11.4.1.2 costs incurred by the officer for any claim or proceeding related to a liability under clause 11.4.1.1.
- 11.4.2 The **Society** may indemnify or obtain insurance for an officer, **Member** or employee in accordance with the **Act**.
- 11.4.3 In this clause 11.4 the term "officer" is to be interpreted in accordance with section 5 of the **Act**.