



# Puketoi to the Pacific

CATCHMENT COLLECTIVE INC.

## Constitution of Puketoi to the Pacific Catchment Collective Incorporated

### THE SOCIETY

#### 1 Name

- 1.1 The name of the society is Puketoi to the Pacific Catchment Collective Incorporated, hereafter referred to as the **Society**.

#### 2 Registered Office

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

#### 3 Purposes of Society

- 3.1 The primary purposes of the **Society** are as outlined below. This includes, but is not limited to:
- 3.1.1 Supporting Catchment Groups within the Society administratively;
  - 3.1.2 By applying for funding and undertaking reporting (ensuring accountability) to support the goals of individual or collective Catchment Groups;
  - 3.1.3 Providing other resource and technical support at the request of those individual or collective Catchment Groups;
  - 3.1.4 Grow understanding of the role of farming in managing local water quality, biodiversity, soil health and carbon management;
  - 3.1.5 Give our community a common purpose, a reason to connect across all members of the community and to provide an inclusive group where every member has pride, takes ownership and controls their own destiny and environment. To educate and share the journey with members and community;
  - 3.1.6 Ensuring every stakeholder is connected for the betterment of our wider community;

- 3.1.7 Demonstrate and promote sound environmental stewardship;
- 3.1.8 Provide environmental and production management tools to support sustainable land management decisions;
- 3.1.9 Increase the uptake of good environmental farm management practices in the Management Area, including but not limited to assisting Farming Members with the development of Farm Environment Plans;
- 3.1.10 Pursue and secure financial and community support for the Society to achieve its purposes;
- 3.1.11 Act as a collective voice for its Members when dealing with government and industry; and
- 3.1.12 Identify the research and science needs of the Members to achieve the purpose of the Society.

3.2 The additional purposes of the **Society** include:

- 3.2.1 Working with iwi/hapū, Local and Regional Authorities, Non-Government Organisations and other agencies including (but not limited to) Dairy NZ and Beef + Lamb NZ to pursue goals where mutual benefits exist;
- 3.2.2 Make Policies to advance the attainment of any of the above objects; and
- 3.2.3 Do anything necessary or helpful to the above purposes.

3.3 Pecuniary gain is not a purpose of the **Society** and no **Member** of the **Society** shall derive any personal pecuniary and/or monetary gain from membership of the **Society**.

- 3.3.1 The **Society** must not operate for the purpose of, or with the effect of, all or part of the surplus generated by the Society's operation being returned to Members in money or in kind or conferring any kind of ownership in the Society's assets on Members.

## 4 Powers of Society

4.1 Subject to clause 4.2, the **Society** has, to the extent permitted by law, full capacity to carry on or undertake any activity, do any act, or enter into any transaction, including (without limitation):

- 4.1.1 Employing people for achieving and assisting the purposes of the Society;
- 4.1.2 Use its funds to pay the costs and expenses to advance or carry out the purposes of the Society;
- 4.1.3 Exercising any power a trustee might exercise;
- 4.1.4 Investing in any investment that a trustee might invest in;

provided that in each case the transaction must be authorised by the **Society** in accordance

with this **Constitution**.

- 4.2 The Society does not have the power to borrow money or provide security
- 4.3 The Society may become a Registered Charity if decided by the **Board**.
- 4.4 The **Society** must not operate for the purpose of, or with the effect of:
  - 4.4.1 any **Member** of the **Society** deriving any personal financial gain from membership of the **Society**, other than as may be permitted by law, or
  - 4.4.2 returning all or part of the surplus generated by the **Society's** operations to **Members**, in money or in kind, or
  - 4.4.3 conferring any kind of ownership in the **Society's** assets on **Members**
- 4.5 The **Society** will not operate for the financial gain of **Members** simply if the **Society**:
  - 4.5.1 engages in trade,
  - 4.5.2 for matters that are incidental to the purposes of the **Society**, pays a **Member** of the **Society** that is a body corporate that is not, or are the trustees of a trust that are not, carried on for the private pecuniary profit of any individual,
  - 4.5.3 reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Society** or while pursuing the **Society's** purposes,
  - 4.5.4 provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
  - 4.5.5 pays a **Member** a salary or wages or other payments for services to the **Society** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the Member than those terms),
  - 4.5.6 pays any **Member** interest at no more than current commercial rates on loans made by that **Member** to the **Society**, or
  - 4.5.7 provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Society**.
  - 4.5.8 No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by the **Society** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.
  - 4.5.9 Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

## DEFINITIONS

### 5 Definitions and Miscellaneous matters

- 5.1 In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:
  - 5.1.1 '**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.

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

5.1.3 **‘Associated Person’** means a person who:

- may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Board Member**, or in any **General Meeting**, or otherwise for the **Society**) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member**
- may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Board Member**, or in any **General Meeting**, or otherwise for the **Society**) relates
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Board Member**, or in any **General Meeting**, or otherwise for the **Society**) relates
- may be interested in the matter because the **Society’s** constitution so provides.

but no such **Member** shall be deemed to have any such interest:

- merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
- if that **Member’s** interest is the same or substantially the same as the benefit or interest of all or most other members of the **Society** due to the membership of those members; or
- if that **Member’s** interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that **Member** in carrying out that **Member’s** responsibilities under this Act or the **Society’s** constitution; or

if that **Member** is an officer of a union and that **Member’s** interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members’ collective employment interests.

5.1.4 **‘Board’** means the **Society’s** governing body.

5.1.5 **‘Board Member’** means a member of the **Board**, including the **Chair/President**, **Secretary** and **Treasurer**.

5.1.6 **‘Chair/President’** means the **Board Member** responsible for, among other things, overseeing the governance and operations of the **Society** and chairing **General Meetings**.

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

- 5.1.8 **‘Constitution’** means this document and any subsequent amendments.
- 5.1.9 **‘Deputy Chair/Vice President’** means the **Board Member** elected or appointed to deputise in the absence of the Chair/President.
- 5.1.10 **‘Financial Member’** means a **Member** who has paid all subscriptions and any other fees to the **Society** by the due date.
- 5.1.11 **‘General Meeting’** means either an **Annual General Meeting** or a **Special General Meeting** of the **Society**.
- 5.1.12 **‘Matter’** means (a) the **Society’s** performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society**.
- 5.1.13 **‘Member’** means a person properly admitted to the **Society** in accordance with clauses 6.2 and 6.3, and who has not ceased to be a member of the **Society**.
- 5.1.14 **‘Notice’** to Members includes any notice given by post, courier or email; and the failure for any reason of any **Member** to receive such **Notice** or information shall not invalidate any meeting or its proceedings or any election.
- 5.1.15 **‘Register of Interests’** means the register of interests of **Board Members** kept under this **Constitution**.
- 5.1.16 **‘Register of Members’** means the register of **Members** kept under this **Constitution**.
- 5.1.17 **‘Secretary’** means the **Board Member** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Board** meetings.
- 5.1.18 **‘Special General Meeting’** means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.
- 5.1.19 **‘Treasurer’** means the **Board Member** responsible for, among other things, overseeing the finances of the **Society**.

## **SOCIETY MEMBERSHIP**

### **6 Members**

6.1 The **Society** shall maintain the minimum number of 10 **Members** as required by the **Act**.

#### **6.2 Admission of Members: consent**

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

### 6.3 Admission of Members: process

- 6.3.1 A person will be eligible for membership if they own, manage or lease a land holding within the Puketoi to Pacific area. Any other community members with an interest within the **Society's** boundaries may be granted membership at the discretion of the **Board**.
- 6.3.2 An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as required by the **Board**.
- 6.3.3 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).

### 6.4 Member obligations and rights

- 6.4.1 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.
- 6.4.2 Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Society**.

### 6.5 Other Member obligations and rights

- 6.5.1 All **Members** (including **Board Members**) shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.
- 6.5.2 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**.
- 6.5.3 Any **Member** that is a body corporate shall provide the **Secretary** with the name and contact details of the person who is the organisation's authorised representative, and that person shall be deemed to be the organisation's proxy for the purposes of voting at **General Meetings**.
- 6.5.4 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.

### 6.6 Subscriptions and fees

- 6.6.1 The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic instalments).
- 6.6.2 Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 2 calendar months 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**).

### 6.7 Cessation of Membership

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

- on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership), or
- by resignation from that **Member's** class of membership by notice to the **Secretary**, or
- on termination of a **Member's** membership following a dispute resolution process under these **Rules**

with effect from the death of the **Member** or the date of receipt by the **Secretary**, or any subsequent date stated in the notice of resignation, or termination of membership following a dispute resolution process under this **Constitution**.

6.8 **Obligations on resignation**

6.8.1 A **Member** who resigns or whose membership is terminated under this **Constitution**:

- remains liable to pay all subscriptions and other fees to the **Society's** next balance date,
- shall cease to hold himself or herself out as a **Member** of the **Society**, and
- shall return to the **Society** all material provided to **Members** by the **Society** (including any membership certificate, badges, handbooks and manuals).
- shall cease to be entitled to any of the rights of a **Society Member**.

6.9 **Becoming a member again**

6.9.1 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**.

6.9.2 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**.

## **SOCIETY MEETINGS**

### **7 Annual General Meetings**

7.1 An **Annual General Meeting** shall be held once a year within six months of balance date and at a location determined by the **Board** and consistent with any requirements in the **Act**, and the clauses relating to the procedure to be followed at **General Meetings** shall apply.

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

- 7.2.1 confirm the minutes of previous **Society Meeting(s)**,
- 7.2.2 adopt the annual report on **Society** business,
- 7.2.3 adopt the **Treasurer's** report on the finances of the **Society**, and the annual financial statements,
- 7.2.4 set any subscriptions for the current financial year,
- 7.2.5 consider any motions, and

7.2.6 consider any general business.

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

7.3.1 an annual report on the affairs of the **Society** during the most recently completed accounting period,

7.3.2 the annual financial statements for that period, and

7.3.3 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).

#### 7.4 **Special General Meetings**

7.4.1 **Special General Meetings** may be called at any time by the **Board** by resolution. The **Board** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 25 per cent of **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

7.4.2 The clauses 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

#### 7.5 **Procedure for General Meetings**

7.5.1 The **Board** shall give all **Members** at least **10 Clear Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

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

7.5.3 All **Financial Members** may attend, speak and vote at **General Meetings**:

- in person, or
- 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 **Secretary** before the commencement of the **General Meeting**, or
- through the authorised representative of a body corporate as notified to the **Secretary**, and
- No other proxy voting shall be permitted.

7.5.4 No **General Meeting** may be held unless at least 10 eligible **Members** attend. This will constitute a quorum.

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

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

7.5.7 All **General Meetings** shall be chaired by the **Chair/President**. If the **Chair/President** is



absent, the meeting shall elect another **Board Member** to chair that meeting

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

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

- 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.
- Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting, and
- In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.

7.5.10 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**.

7.5.11 Any **Member** may request that a motion be voted on (**'Member's Motion'**) at a **General Meeting**, by giving notice to the **Secretary** at least 10 **Clear Days** before that meeting. The **Member** may also provide information in support of the motion (**'Member's Information'**).

## 7.6 Minutes

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

## MANAGEMENT OF THE SOCIETY

### 8 Managing Committee

8.1 The Society shall have a managing committee (hereafter referred to as the Board).

8.2 The **Board** will consist of a minimum of 4 **Board Members** who are:

- 8.2.1 • **Members**; and
- 8.2.2 • natural persons; and
- 8.2.3 • not disqualified by this **Constitution** or the **Act**

8.3 The **Board** will include:

- 8.3.1 • a **Chair/President**,
- 8.3.2 • a **Deputy Chair/Vice President**,
- 8.3.3 • a **Secretary** and
- 8.3.4 • a **Treasurer**.

8.4 At the first **Board Meeting** following each **Annual General Meeting**, the **Board Members** shall elect one of their number to hold each of the roles outlined at clause 8.3, as well as the role of the Society's Contact Person outlined at clause 33.

## 8.5 Roles of Board Members

- 8.5.1 The Chairperson (or Co-chairpersons)/President is/are responsible for:
- Ensuring that the Constitution is followed;
  - Convening Board and Society Meetings and establishing whether or not a quorum is present;
  - Chairing Board and Society Meetings, deciding who may speak and when;
  - Overseeing the operation of the Society; and
  - Providing a report on the operations of the Society at each Annual General Meeting.
- 8.5.2 The Secretary is responsible for:
- Providing the minutes of Board and Society Meetings;
  - Keeping the Register of Members;
  - Holding the Society's records, documents, and books except those required for the Treasurer's function;
  - Receiving and replying to correspondence as required by the Board;
  - Forwarding the annual financial statements for the Society to the Registrar of Incorporated Societies upon their approval by the Members at an Annual General Meeting; and
  - Advising the Registrar of Incorporated Societies of any changes to this **Constitution**
- 8.5.3 The Treasurer is responsible for:
- Keeping proper accounting records of the Society's financial transactions to allow the Society's financial position to be readily ascertained;
  - Preparing annual financial statements for presentation at each Annual General Meeting. These statements should be prepared in accordance with the Societies' accounting policies (*see 24.5*)
  - Providing a financial report at each Annual General Meeting;
  - Providing financial information to the Board as the Board determines.

8.6 The majority of the **Board** must be members.

## 9 Qualifications

- 9.1 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 this **Constitution** or the **Act**.
- 9.2 The following persons are disqualified from being appointed or holding office as a **Board Member**:
- 9.2.1 a person who is under 16 years of age,
  - 9.2.2 a person who is an undischarged bankrupt,
  - 9.2.3 a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
  - 9.2.4 a person who is disqualified from being a member of the committee of a charitable entity under section 31(4)(b) of the Charities Act 2005,
  - 9.2.5 a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
    - i. an offence under subpart 6 of Part 4,

- ii. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961),
- iii. an offence under section 143B of the Tax Administration Act 1994,
- iv. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii),
- v. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,

9.2.6 a person subject to:

- i. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
- ii. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
- iii. a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

## 10 Election or appointment

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

- 10.1.1 Nominations shall be submitted to the **Secretary** at any time, but must be received at least seven **Clear Days** before the date of the **Annual General Meeting**.
- 10.1.2 At least seven **Clear Days** before the date of the **Annual General Meeting**, the **Secretary** shall give **Notice** to all **Members** of any nominations received, by posting or emailing to them such information (not exceeding one side of an A4 sheet of paper) as may be supplied to the **Secretary** by or on behalf of each nominee, in support of the nomination.
- 10.1.3 Only **Financial Members** who are not disqualified from being appointed or holding office as a **Board Member** by this **Constitution** or the **Act** may stand for election and vote in elections.
- 10.1.4 Votes shall be cast in such a manner as the chairperson of the **Annual General Meeting** shall determine.
- 10.1.5 Two **Members** (who are not nominees) or non-**Members** appointed by the chairperson of the **Annual General Meeting** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- 10.1.6 The failure for any reason of any **Financial Member** to receive such **Notice** shall not invalidate the election.
- 10.1.7 In the event of any vote being tied the tie shall be resolved by the incoming **Board** (excluding those in respect of whom the votes are tied).

10.2 If any vacancy arises between **Annual General Meetings**, or in the event insufficient nominations are received, that vacancy shall be filled by resolution of the **Board**. 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 **Board Member**. Any such appointment must be ratified at the next **Annual General Meeting**.

10.3 In addition to **Board Members** elected under the foregoing provisions of this rule, the **Board** may appoint a maximum of 2 additional **Board Members** at any given time, for a specific purpose or for a limited period, or more generally until the next **Annual General Meeting**. Unless otherwise specified by the **Board**, any person so appointed shall have full speaking and voting rights as a **Board Member** of the **Society**. 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 **Board Member**.

## 11 Term

- 11.1 The term of office for all elected **Board Members** shall be 3 year(s), 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.
- 11.2 The term of office for any **Board Member** appointed under clause 10.2 or 10.3 shall be a maximum of one (1) year, following which they must be elected in accordance with clause 10.1 to remain on the **Board**.
- 11.3 No **Board Member** shall serve for more than 3 consecutive terms.
- 11.4 No **Chair/President** shall serve for more than 9 consecutive years as **Chair/President**.

## **12 Removal**

- 12.1 Where a complaint is made about the actions or inaction of a **Board Member** (and not in the **Board Member's** capacity as a Member of the **Society**) the following steps shall be taken:
  - 12.1.1 The **Board Member** who is the subject of the complaint, must be advised of all details of the complaint.
  - 12.1.2 The **Board Member** who is the subject of the complaint, must be given adequate time to prepare a response.
  - 12.1.3 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,.
  - 12.1.4 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).
  - 12.1.5 If the complaint is upheld the **Board Member** may be removed from the **Board** by a resolution of the **Board** or of a **General Meeting**, in either case passed by a simple majority of those present and voting.

## **13 Functions**

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

## **14 Officers' duties Mandatory**

- 14.1 At all times each **Board Member**:
  - 14.1.1 shall act in good faith and in what he or she believes to be the best interests of the **Society**,
  - 14.1.2 must exercise all powers for a proper purpose,
  - 14.1.3 must not act, or agree to the **Society** acting, in a manner that contravenes the **Act** or this **Constitution**,
  - 14.1.4 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,

- 14.1.5 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
- 14.1.6 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.

## 15 Powers

- 15.1 Subject to this **Constitution** and any resolution of any **General Meeting** the **Board** may:
  - 15.1.1 exercise all the **Society's** powers, other than those required by the **Act** or by this **Constitution** to be exercised by the **Society** in **General Meeting**, and
  - 15.1.2 enter into contracts on behalf of the **Society** or delegate such power to a **Board Member**, sub-committee, employee, or other person.

## 16 Sub-committees

- 16.1 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**:
  - 16.1.1 the quorum of every sub-committee is half the members of the sub-committee,
  - 16.1.2 no sub-committee shall have power to co-opt additional members,
  - 16.1.3 a sub-committee must not commit the **Society** to any financial expenditure without express authority, and
  - 16.1.4 a sub-committee must not further delegate any of its powers.
- 16.2 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.
- 16.3 Other than as prescribed by the **Act** or this **Constitution**, the **Board** or any sub-committee may regulate its proceedings as it thinks fit.
- 16.4 Subject to the **Act**, this **Constitution** and the resolutions of **General Meetings**, the decisions of the **Board** on the interpretation of this **Constitution** and all matters dealt with by it in accordance with this **Constitution** and on matters not provided for in this **Constitution** shall be final and binding on all **Members**.

## 17 Conflicts of interest

- 17.1 A member of the **Board** and/or of a sub-committee is interested in a matter if the member of the **Board** and/or sub-committee:
  - 17.1.1 may obtain a financial benefit from the matter; or
  - 17.1.2 is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or

- first cousin of a person who may obtain a financial benefit from the matter; or
- 17.1.3 may have a financial interest in a person to whom the matter relates; or
- 17.1.4 is a partner, director, member of the **Board** and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.
- 17.2 However, a member of the **Board** and/or sub-committee is not interested in a matter—
  - 17.2.1 merely because the member of the **Board** and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or
  - 17.2.2 if the member of the **Board**'s and/or sub-committee's interest is the same or substantially the same as the benefit or interest of all or most other **Members** due to the membership of those **Members**; or
  - 17.2.3 if the member of the **Board**'s and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Board** in carrying out the member of the **Board**'s and/or sub-committee's responsibilities under the **Act** or the **Constitution**; or
  - 17.2.4 if the member of the **Board** and/or sub-committee is a member of the committee of a union and the member of the **Board**'s and/or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.
- 17.3 A member of the **Board** and/or sub-committee who is interested in a matter relating to the **Society** must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified)—
  - 17.3.1 to the **Board** and/or sub-committee; and
  - 17.3.2 in an interests register kept by the **Board**.
- 17.4 Disclosure must be made as soon as practicable after the member of the **Board** and/or sub-committee becomes aware that they are interested in the matter.
- 17.5 A member of the **Board** and/or sub-committee who is interested in a matter—
  - 17.5.1 must not vote or take part in the decision of the **Board** and/or sub-committee relating to the matter; and
  - 17.5.2 must not sign any document relating to the entry into a transaction or the initiation of the matter; but
  - 17.5.3 may take part in any discussion of the **Board** and/or sub-committee relating to the matter and be present at the time of the decision of the **Board** and/or sub-committee (unless the **Board** and/or sub-committee decides otherwise).
- 17.6 However a member of the **Board** and/or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.
- 17.7 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.

## 18 Board meetings

- 18.1 **Frequency:** 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/President** or **Secretary**.

## **19 Procedure**

- 19.1 The quorum for **Board** meetings is at least half the number of **Board Members**.

## **20 Records**

### **20.1 Register of members**

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

### **20.2 Access to Register of members**

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

### **20.3 Register of interests**

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

## **FINANCIAL**

## **21 Financial Control and management**

- 21.1 The funds and property of the **Society** shall be:
- 21.1.1 controlled, invested and disposed of by the **Board**, subject to this **Constitution**, and
  - 21.1.2 devoted solely to the promotion of the purposes of the **Society**.

## **22 Balance date**

- 22.1 The **Society's** financial year shall commence on 1 April of each year and end on 31 March of the next year (the latter date being the **Society's** balance date).

## **23 Joining Fees, Subscriptions, Levies and Donations**

- 23.1 The joining fee, annual subscription fee and any further fees payable for the following calendar year shall be set by the **Board** and notified to the Members at the Annual General Meeting.
- 23.2 If any Member does not pay a subscription or levy by the date set by the **Board** or the Society, the Secretary will give written notice that, unless the arrears are paid by a nominated date (**Payment Date**), their Membership will be terminated.

- 23.3 The Member shall (without being released from the obligation of payment of any sums due to the Society) have no Membership rights and shall not be entitled to participate in any Society activity where full payment is not received by the Secretary on or before the Payment Date.
- 23.4 All donations received by the Society will be provided to be used as seen fit by the **Board** .

## **24 Assurance on the Financial Statements**

- 24.1 The Society shall appoint an accountant to, at the discretion of the **Board** (subject to any relevant legislation), that the committee will prepare a compilation of financials based on information and reconciliation by a suitably qualified chartered accountant.
- 24.2 The Reviewer shall conduct an annual examination with the objective of providing a report that nothing has come to the Reviewer's attention to cause the Reviewer to believe that the financial statements are not presented in accordance with the Society's accounting policies.
- 24.3 The Reviewer must be a suitably qualified person, preferably a member of Chartered Accountants Australia and New Zealand, and must not be a member of the **Board**, or an employee of the Society.
- 24.4 If the Society appoints a Reviewer who is unable to act for some reason, the **Board** shall appoint another Reviewer as a replacement.
- 24.5 The **Board** is responsible to provide the Reviewer with access to all information of which the **Board** is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;
- Additional information that the Reviewer may request from the **Board** for the purpose of the review or audit; and
  - Reasonable access to persons within the Society from whom the Reviewer determines it necessary to obtain evidence.

## **25 Signing of Documents**

- 25.1 Where a common seal is required under the Act for the Society to enter into any contracts, the **Board** will provide a common seal for the Society and may from time to time replace it with a new one. Any contract that, if made between private persons, must be by deed shall, when made by the Society, be in writing under the common seal of the Society. The Secretary shall have custody of the common seal, which shall only be used by the authority of the **Board**. Every document to which the common seal is affixed shall be signed by the Chair or a Co-Chair and countersigned by the Secretary or a member of the **Board**.
- 25.2 If at any time a common seal is not required under the Act for the Society to enter into any contracts, any contract that, if made between private persons, must be by deed shall be entered into on behalf of the Society by two or more of the four signatory Board Members, or such other manner as may be permitted by the Act.
- 25.3 Any contract that, if made between private persons, must be in writing signed by the parties may, when made by the Society, be in writing signed by any **Board Member** acting on behalf of and under the express authority of the Society (acting by the **Board**).



- 25.4 The **Board** may ratify any contract or obligation entered into on behalf of the Society without prior express authorisation by approval of at least 51% of **Board Members** in a **Board** meeting.

## DISPUTE RESOLUTION

### 26 Raising disputes

- 26.1 Any grievance by a **Member**, and any complaint by anyone, is to be lodged by the complainant with the **Secretary** in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All **Members** (including the **Board**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Society's** activities.
- 26.2 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.

### 27 Investigating disputes

- 27.1 This rule concerns any grievances of members relating to their rights and interests as **Members**, and any complaints concerning the alleged conduct or discipline of members, collectively referred to as "disputes."
- 27.2 These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.
- 27.3 Rather than investigate and deal with any grievance or complaint, the **Board** may:
- appoint a sub-committee to deal with the same, or
  - 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,
- 27.4 The **Board** or any such sub-committee or person considering any grievance or complaint is referred to hereafter as the "decision-maker".
- 27.5 The decision-maker:
- shall consider whether to investigate and deal with the grievance or complaint, and
  - 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**).
- 27.6 Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:
- The complainant and the **Member**, or the **Society** which is the subject of the grievance, must be advised of all details of the grievance.
  - The **Member**, or the **Society** which is the subject of the grievance, must be given an adequate time to prepare a response.
  - The complainant and the **Member**, or the **Society** which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.

- Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.
- Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:
- The complainant and the **Member** complained against must be advised of all allegations concerning the **Member**, and all details of the complaint.
- The **Member** complained against must be given adequate time to prepare a response.
- 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.
- Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

27.7 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.

## 28 Resolving disputes

28.1 The decision-maker may:

28.1.1 dismiss a grievance or complaint, or

22.1.2 uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the **Society** and **Members** shall comply),

22.1.3 uphold a complaint and:

◦ reprimand or admonish the **Member**, and/or

◦ suspend the **Member** from membership for a specified period, or terminate the **Member's** membership, and/or

◦ 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.

## WINDING UP

### 29 Winding up process

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

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

29.3 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.

### 30 Surplus assets

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

- 30.2 On the winding up or liquidation or removal from the Register of Incorporated Societies of the **Society**, its surplus assets after payment of all debts, costs and liabilities shall be vested evenly between Weber School & Pongaroa School.
- 30.3 However, on winding up by resolution under this rule, the **Society** may approve a different distribution to a different Educational entity from that specified above, so long as the **Society** complies with this **Constitution** in all other respects.

## AMENDMENTS

### 31 Amending the Constitution

- 31.1 The **Society** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.
- 31.2 Any proposed motion to amend or replace this **Constitution** shall be signed by at least 25 per cent of eligible **Members** and given in writing to the **Secretary** at least 14 **Clear Days** before the **General Meeting** at which the motion is to be considered, and accompanied by a written explanation of the reasons for the proposal.
- 31.3 At least 7 **Clear Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Board** has.
- 31.4 When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in **the Act** for registration and shall take effect from the date of registration.

## OTHER

### 32 Common Seal

- 32.1 The common seal of the **Society** must be kept in the custody of the **Secretary**
- 32.2 The common seal may be affixed to any document:
- by resolution of the **Board**, and must be countersigned by two **Board Members** or by one **Board Member** and: the **Secretary**
  - by such other means as the **Board** may resolve from time to time.

### 33 Contact person

- 33.1 The **Society's** Contact Officer must be:
- At least 18 years of age, and
  - A **Board Member**, and
  - At all times be resident in New Zealand, and
  - Not disqualified under the **Act** from holding that office
- 33.2 Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 **Clear Days** of that change occurring, or the **Society** becoming aware of the change.

### 34 Act and Regulations

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