



CONSTITUTION

CONTENTS Updated to 20th June 2016

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1. INTERPRETATION

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

1.1.1 “Act” means the Incorporated Societies Act 1908;

1.1.2 “Association” means Celebrants Association of New Zealand Incorporated;

- 1.1.3 “Celebrant” means a person who conducts ceremonies;
 - 1.1.4 “Chair” means the person in the role of chair of a meeting of the Association;
 - 1.1.5 “Code of Ethics” means the Code of Ethics of the Association under clause 7.8 of this Constitution;
 - 1.1.6 “Constitution” means this Constitution;
 - 1.1.7 “Disciplinary Committee” means a Disciplinary Committee appointment under clause 8.4 of this Constitution;
 - 1.1.8 “Member” means a Member of the Association;
 - 1.1.9 “National Executive” means the National Executive of the Association for the time being as appointed under clause 10 of this Constitution;
 - 1.1.10 “Registrar” means the Registrar of Incorporated Societies
- 1.2 Headings: clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of the Constitution.
- 1.3 Defined expressions: expressions defined in the main body of the Constitution bear the defined meaning in the whole of the Constitution;
- 1.4 Clauses and sub-clauses: references to clauses and sub-clauses are references to clauses and sub-clauses of the Constitution;
- 1.5 Plural and singular: references to singular include the plural and vice versa;
- 1.6 Gender: references to one gender include the other gender.

2 NAME

The name of the Association is CELEBRANTS ASSOCIATION OF NEW ZEALAND INCORPORATED, TE KĀHUI ĀRAHI RITENGA O AOTEAROA

- 2.1 The name and logo shall be registered to protect the intellectual property of the Association.
- 2.2 Only financial members are entitled to use the name and logo of the Association.

3 REGISTERED OFFICE

The registered office of the Association shall be the residence of the Secretary or such other place as the National Executive, in its discretion, from time to time determines. Notice of every change of registered office shall be given to the Registrar.

4 OBJECTS

- 4.1 To foster celebrancy, and to support celebrants in carrying out their duties competently, professionally and ethically.
- 4.2 To maintain high standards among celebrants, including ethical standards and standard of cultural respect and sensitivity.

- 4.3 To encourage co-operation and the exchange of experience and ideas among Members.
- 4.4 To provide advice and information to support Members in the effective performance of their duties.
- 4.5 To facilitate educational opportunities and to encourage the continuing professional development of Members.
- 4.6 To promote public awareness of the roles and functions of celebrants.
- 4.7 To act as an advocate for celebrants with government and other organisations and agencies.

5 GENERAL POWERS

- 5.1 **Promotion of Objects:** The association shall promote the objects described in clause 4 of the Constitution. In addition to all other powers conferred by law, the Association shall have the same powers as a natural person and such powers shall not be limited or restricted by any principle of construction or rule of law or statutory power or provision except to the extent that such limitation or restriction is mandatory.
- 5.2 Without limiting the generality of clause 5.1 of the Constitution, the Association shall have the power, which may be exercised either alone or jointly with any other person or persons, to:
- 5.3 **Branches:** establish, maintain, control, manage and dissolve Branches of the Association and to determine and modify the constitution, rights, privileges, obligations and duties of any such Branch.
- 5.4 **Certificates:** in the National Executive's discretion, issue certificates of Membership or practising certificates in such form and on such terms as the National Executive thinks fit.
- 5.5 **Collect Funds:** collect funds and raise money by all lawful means and to receive, accept, encourage and enlist financial and other contributions, subscriptions, donations, legacies, endowments, bequests, grants, subsidies or payments from any source and to conduct fund raising campaigns in order to further the objects of the Association;
- 5.6 **Specified Trust:** carry out any specified trust attaching or relating to any contributions, subscriptions, donations, legacies, endowments, bequests, grants, subsidies or payments received to the extent such specified trust conforms with the objects of the Association.
- 5.7 **Apply Funds:** apply any money from the funds of the Association to the promotion and advancement and development of the objects of the Association;
- 5.8 **Invest Funds:** invest any money from the funds of the Association in any of the ways authorised by law for the investment of trust funds in New Zealand and from time to time to vary any such investments;
- 5.9 **Borrow:** borrow or raise any moneys on mortgage or overdraft or otherwise with or without security from any person or persons, bank, institution, company or other organisation (including the Crown) at such rate of interest for such term and generally on such conditions as the National Executive thinks fit and to sign any mortgage, deed, agreement or other document in connection therewith and no person or organisation

lending money to the Association shall be concerned to enquire as the application of the money or as to the purpose for which the money may be borrowed PROVIDED THAT any payment of interest on money lent to the Association by any Member may not exceed current commercial interest rates:

- 5.10 Give Security: give security alone or together with any other person or persons the giving of which the National Executive shall consider to be in the interest (direct or indirect) of the objects of the Association and to authorise any company in which the Association shall holds shares to give such security;
- 5.11 Lend: lend any moneys from the funds of the Association to any person or persons with or without security on such terms and either free of interest or at such rate of interest as the National Executive shall think fit;
- 5.12 Pay Debts: apply any moneys from the funds of the Association in, for or towards payment of any fees, costs, disbursements, debts or other liabilities or any part thereof, incurred by or in connection with the Association, whether or not the Association is contractually liable for payment of the fees, costs, disbursements, debts or other liabilities;
- 5.13 Sell and Reinvest: sell, joint in selling, call in, convert all or part of any real or personal property of the Association in such manner and subject to such terms and conditions as the National Executive thinks fit and to reinvest the proceeds of such sale, calling in or conversion in such manner as the National Executive thinks fit;
- 5.14 Bank Accounts: open or maintain and operate such bank accounts at such banks or other institutions and in such manner as the National Executive thinks fit;
- 5.15 Establish Reserve Fund: start and subscribe to any depreciation or reserve fund for any purpose the National Executive may deem advisable (the National Executive to determine in its discretion whether that fund is income or capital);
- 5.16 Settle Accounts: to agree and settle accounts with all persons liable to account to the Association and to compromise all questions relating to the funds of the Association and to grant effectual receipts, discharges and releases;
- 5.17 Acquire Property: acquire any real or personal property or interest therein whether by purchase, lease, exchange or otherwise howsoever and upon and subject to such terms and conditions as the National Executive thinks fit;
- 5.18 Lease: let or lease or bail to any person or persons any freehold or leasehold property or any plant and chattels or interest therein either from year to year or for any term of years or otherwise at such rent and subject to such covenants and conditions as the National Executive thinks fit (including if the National Executive thinks fit an optional or compulsory purchasing clause) and also to accept surrenders of leases and tenancies and generally to manage them as the National Executive thinks fit;
- 5.19 Build: erect, construct and maintain any buildings, structure or works of any kind and description on any land of the Association or upon any other land or property and to pull down, rebuild, enlarge, alter or improve existing buildings, structures or works thereon and to expend such funds of the Association as the National Executive thinks fit in so doing;
- 5.20 Maintain Property: generally to maintain, manage, repair improve or develop any real or personal property owned or leased by the Association or in which the Association has an interest in such manner as the National Executive thinks fit;

- 5.21 Insure: insure against loss or damage by any cause whatsoever any insurable property owned or leased by the Association or in which the Association has an interest as the National Executive may from time to time think fit;
- 5.22 Contract for Work: enter into contracts for work to be performed on such terms and conditions as the National Executive thinks fit;
- 5.23 Acquire or Carry on Business: to acquire any business or venture of any nature whatsoever or interest therein from any person, or to commence, enter into, carry on or be engaged or concerned in any business or venture of any nature whatsoever whether or not carried on at the time of adoption of these Constitution, for such time or times and in such a manner as the National Executive thinks it, either alone or in partnership or otherwise with any other person or persons, with power to do or joint in doing all things which the National Executive considers necessary, expedient or desirable in connection with such business or venture including, without limitation:
- 5.23.1 employing such managers, agents, servants, workers and other persons as the National Executive thinks fits;
 - 5.23.2 using and employing in any such business or venture such moneys from the funds of the Association as the National Executive considers advisable;
 - 5.23.3 managing or joining in the management of any such business or venture; and withdrawing money from any such business or venture; and the National Executive shall not be liable for any losses caused through the Association carrying on any such business or venture and the National Executive shall be absolutely indemnified by and out of the funds of the Association for and in respect of any loss or liability which the Association may sustain or incur by reason of the Association so commencing , entering into, carrying on, or being engaged or concerned in any such business or venture;
- 5.24 Appoint Attorney: at any time and for any period to appoint any person to act as its attorney anywhere in the world for all or any of the objects of the Association
- 5.25 Appoint Agents: instead of acting personally to instruct and pay any person whatsoever to transact all or any business or do any act required to be transacted or done in the execution of these Constitution including the receipt and payment of money and the National Executive shall not be responsible for the default of any such person appointed in good faith or for any loss occasioned by such person's instruction;
- 5.26 Join in Partition: consent to and join in the partition of any assets in which the Fund is interested and to take a transfer of a divided or undivided share or interest in any such assets;
- 5.27 Affiliation: affiliate with or grant affiliation to any other national body or national association having objects altogether or in part similar to those of the Association, whether such body or association is in New Zealand or otherwise;
- 5.28 Amalgamate or Merge: amalgamate or merge the Association with any other association having objects altogether or in part similar to those of the Association;
- 5.29 Contributions: contribute to any body or organisation having substantially similar objects of the Association;
- 5.30 Statutory Authorisation: do all or any of the things which the Association is authorised to do by the Act; and

- 5.31 General: do all such other things as in the opinion of the National Executive are incident or conducive to the attainment of the objects of the Association.
- 5.32 Exercise Powers Independently: None of the powers conferred by this clause or otherwise shall be deemed subsidiary or ancillary to any other power or authority and the Association shall be entitled to exercise all or any of the powers independently of any other or others of them. In the event of any ambiguity, this provision shall be construed so as to widen and not restrict the powers of the Association provided that at no time can any provision be construed so as to detract from the objects of the Association.

6 RESTRICTIONS ON PRIVATE PECUNIARY GAIN

- 6.1 No Member or any person associated with a Member shall participate in or materially influence any decision made by the Association or any Branch of the Association in respect of the payment to or on behalf of that Member or a person associated with that Member of any income, benefit or advantage whatsoever.
- 6.2 Any income paid, or benefit or advantage granted to a Member or any person associated with a Member shall be reasonable and relative to the amount paid or extent of the benefit or advantage granted which would be paid or granted in an arm's length transaction (being the open market value).

7 MEMBERSHIP

- 7.1 Eligibility: Membership shall be open to people who conduct ceremonies, who agree to be bound by the Association's Constitution, Code of Ethics and Code of Conduct, and who pay the Membership subscription in force at the time.
- 7.2 Application for Membership: All applications for Membership must be made to the National Executive in the form prescribed by the National Executive and accompanied by any documents or other information required by the National Executive.
- 7.3 Continuation of Membership: All Members at the date of adoption of this Constitution are confirmed.
- 7.4 Voting Rights Attaching to Membership: Members shall have full voting rights provided that only Members who have paid their annual subscription fee may vote at an Annual General Meeting or Special General Meeting of the Association.
- 7.5 Subscriptions: The Annual General Meeting shall from time to time determine the amount of the annual subscription fee. Every Member shall pay the annual subscription fee for his or her Membership within such time period as the National Executive in its discretion determines and notifies to Members. The National Executive may, in its discretion, remit all or part of the annual subscription fee of any Member who applies for remission of the annual subscription fee. The National Executive may, in its discretion, suspend all or any of the rights and privileges of a Member or may terminate the Membership of a Member who fails or refuses to pay the annual subscription fee in accordance with the Constitution.
- 7.6 Affiliated Membership. The National Executive may, at its discretion, make provision for the admission of organisations as Affiliated Organisation Members, under such terms as the National Executive considers appropriate, provided that the affiliate organisation holds objectives relating to an aspect of celebrancy and further provided

that such affiliate organisation members shall not have voting rights or be eligible for election to office.

7.7 Honorary Life Members:

- [a] The Executive shall receive nominations from members for the appointment of Honorary Life Membership and make their decision based upon the following criteria:
- (i) The nominee has been a member of CANZ (or a similar organisation which has since amalgamated with CANZ) for a significant period, usually at least ten (10) years;
 - (ii) The nominee has made a significant contribution to celebrancy in New Zealand
 - (iii) The nominee has shown significant skills in leadership, promotion of the association and impacted positively in the way celebrancy is perceived.
- [b] Honorary Life Membership is the most prestigious award available within the Association. An Honorary Life Member shall enjoy the rights of a senior member of the Association and shall not be required to pay membership fees for membership. Honorary Life Membership shall be sparingly given and no new appointment shall increase the number of current Honorary Life Members beyond two and a half per cent of the current membership of the Association.
- 7.8 Ethical Obligations of Members: The Association will have a Code of Ethics, which will be decided upon and may be amended from time to time by Annual and Special General Meetings. Members must know and observe the requirements of the Code of Ethics. Any Member who breaches these codes shall be liable for disciplinary action.
- 7.9 Cessation of Membership: A Member shall immediately cease to be a Member upon:
- 7.9.1 resignation by notice in writing to the Association;
 - 7.9.2 death;
 - 7.9.3 failure to pay any fee or subscription due under the Constitution;
 - 7.9.4 notice of expulsion being sent to the Member in accordance with clause 8.4.2.2.
- 7.10 Certificate of Membership: Any certificate of Membership or practising certificate of the Association remains the property of the Association and may be withdrawn at any time at the discretion of the National Executive. If a certificate is withdrawn, the person named in the certificate shall not be entitled to pass himself or herself off as a Member or to use the description stated in the certificate. If a Member resigns, he or she shall immediately return his or her certificate to the Association.
- 7.11 Register of Members: The Association shall keep a register of Members containing the names, addresses of Members of the Association and the dates of their entry in the register of Members. Any changes in Membership shall be recorded by the Association in the register.
- 7.12 Communications: No communications shall be made by any Member of the Association on any matter affecting the Association except in accord with the directions of the National Executive.
- 7.13 Antecedent Liability: Expulsion, suspension or cessation of Membership shall not release a Member from any antecedent liability to the Association including liability for payment of outstanding annual subscription fees.

8 DISCIPLINARY PROCEDURES

- 8.1 Any Member who is guilty of conduct unbefitting a Member or who wilfully commits any breach of the constitution, the Code of Ethics may be suspended or expelled from Membership.
- 8.2 Disciplinary matters may be dealt with at either the Branch level or by a Disciplinary Committee appointed by the National Executive, except that any Member suspended or expelled from Membership by a Branch may appeal to the National Executive who will then refer the matter to a Disciplinary Committee.
- 8.3 If the National Executive receives a notice in writing alleging that a Member is guilty of conduct unbefitting a Member or has wilfully committed a breach of the Constitution or the Code of Ethics, the National Executive shall, within 14 days from the date of receiving the notice, refer the matter to a Disciplinary Committee.
- 8.4 A Disciplinary Committee shall be appointed by the National Executive and shall consist of not less than three people of whom not less than two shall be Members of the National Executive. At its discretion the National Executive may appoint one Member of a Disciplinary Committee from outside the Association.
 - 8.4.1 A Disciplinary Committee:
 - 8.4.1.1 shall have full power to investigate, report upon and make recommendations to the National Executive in relation to the alleged offence;
 - 8.4.1.2 may defer action for up to 42 days pending the completion of any procedures occurring at the Branch level;
 - 8.4.1.3 may at its discretion proceed by way of mediation between the parties to the matter;
 - 8.4.1.4 shall as soon as practicable convene a hearing to deal with the alleged offence;
 - 8.4.1.5 shall ensure that the Member in question is given reasonable notice of the circumstances and facts of the alleged offence and the date of the hearing;
 - 8.4.1.6 shall ensure that the Member in question is given every reasonable opportunity to put his or her case to the Disciplinary Committee;
 - 8.4.1.7 shall ensure that in all other respects the requirements of natural justice are met;
 - 8.4.1.8 may report to the National Executive that the allegation is not sustained or sustained in whole or part;
 - 8.4.1.9 may report to the National Executive that the matter has been dealt with adequately by a Branch;
 - 8.4.1.10 if the Disciplinary Committee reports that the alleged offence is sustained in whole or part, it shall also recommend that the Member be admonished, reprimanded, suspended, or expelled, subject to such conditions as it thinks fit or be subject to no penalty.

8.4.2 The National Executive shall:

- 8.4.2.1 be bound to implement any recommendation made by the Disciplinary Committee provided it is satisfied that the requirements of this Constitution, the Code of Ethics and of natural justice have been met;
- 8.4.2.2 upon receiving the recommendation of the Disciplinary Committee, give notice of the recommendation to the Member. If the Disciplinary Committee recommends that the Member be suspended or expelled from membership, such suspension or exclusion shall be effective from the date of notice to such Member.

9 BRANCHES

- 9.1 The National Executive may establish, restructure, split, amalgamate or close Branches of the Association in such areas of New Zealand that they consider desirable. The National Executive shall consult with members and be guided by the objectives of the Association and best serving the members.
- 9.2 All funds received by the Association, whether nationally or by a branch are association funds and may only be used pursuant to the objects of the association as specified in Clause 4.
- 9.3 Branches shall have a bank account as a subsidiary account within the Association's bank account. Disbursements from a branch bank account are made by the National organisation in accordance with the branch budget **and** on the authority of the Branch Chair. Branch income and expenditure shall be recorded in the Association's accounts and audited as part of the Association accounts.
- 9.4 Branches are expected to use the funds available to them each year in accordance with sub-clause 9.2 and for the benefit of the members of their branch. Ideally a branch's expenditure will match their income. Any surplus as at 31st December, whether from unspent funds or income directly received by the branch, is retained in the branches' bank account.
- 9.5 All branches are to provide their proposed budget, for the period July to June, to the National Executive no later than the 30th of May each year. The budget should be in the format outlined in the Branch Management Guidelines. As situations change during the year a branch may submit proposed amendments to their annual budget through their assigned member of the National Executive, copied to the Officer responsible for finance duties.
- 9.6 There is a threefold basis for funding of the branches.
 - [i] Core Funding. All branches will receive the same sum, to be transferred to their branch bank account in July of each year. The Core Funding is to cover the core operations of the branch as specified in the CANZ National Strategic Plan. The

amount is determined by the National Executive from time to time after consultation with the Branch Chairs.

- [ii] Branches shall also receive 10% of the subscription, including GST, paid by renewing and new members of their branch. This amount will be paid in to the branch bank account in the month following the receipt of the monies by the Association.
- [iii] Additional funds may be provided by the National Executive to a Branch based on the branch's budgeted year's activities; where there is insufficient funding provided through sub-clauses [i] and [ii]. The amount provided would be based on recommended amounts for fixed costs e.g. room hire, speaker fees /gifts per planned meeting, and based on membership numbers for catering, and printing. This funding is to be transferred to the Branch Account when it is required.

- 9.7 All assets and liabilities of a Branch are assets and liabilities of the Association, and no branch member is authorised to commit the Branch or Association to expenditure outside of the approved Branch budget, without the consent of the President or Vice President.
- 9.8 Membership of Branches: Any Member of the Association is also a Member of the Branch established in the area in which that Member operates. A member shall be a member of only one Branch, but may attend events hosted by other Branches.
- 9.9 Branch Rules. The officers of a Branch shall be a Chairperson, a Secretary/Treasurer and such others as the Branch determines. They shall hold office for one year and may be appointed for consecutive terms. The Branch may establish such rules and procedures as it considers appropriate, provided that such rules and procedures shall be submitted to the National Executive for ratification, to ensure these are not in conflict with either the Constitution or CANZ Policy Statements.

10 NATIONAL EXECUTIVE

10.1 The National Executive shall consist of:

10.1.1 The President of the Association, who shall be elected for a two year term at each biennial conference.

[a] In the event of a contested election the successful candidate must receive at least 50 per cent of the vote. There shall be multiple ballots as required, with the lowest scoring candidate in each ballot being eliminated.

[b] Should either:

(i) The office of President become vacant midterm, more than three months prior to the end of the term, or

(ii) an AGM fails to elect a President at the biennial conference;

then the National Executive shall appoint a member to the role for the remainder of the term.

10.1.2 Such other members who shall be elected for a term of one year at each Annual General Meeting.

10.1.3 The Immediate Past President who remains a full member of the National Executive until the close of the next Annual General Meeting.

- 10.1.4 Such Members as may be co-opted by the National Executive. The National Executive may co-opt to fill vacancies and in addition up to three Members for the purposes of acquiring special competencies.
- [a] Such co-opted members shall hold office until the next Annual General meeting, unless the National Executive determines a lesser term.
 - [b] Such co-opted members may be granted voting rights at the discretion of the National Executive
- 10.2 At the first full meeting after an Annual General Meeting the National Executive shall elect one of its number as Vice President of the Association. The Vice President shall act in the place of the President where the President is unwilling or unable to act, and have such other roles as each National Executive may determine.
- 10.3 Committees: The National Executive may appoint such committees as it deems expedient and may delegate to them such powers and duties it decides. The National Executive may appoint Members of the Association not on the National Executive to serve on such committees. Any such committees shall be responsible to the National Executive and shall report on their proceedings and otherwise conduct their business in accordance with the directions of the National Executive. The President or the President's nominee shall be entitled to attend all committee meetings.
- 10.4 The President and the Members of the National Executive as specified in clause 10.1.2, shall hold office until the close of the meeting at which their successor is appointed, unless they:
- 10.4.1 cease to be a Member of the Association; or
 - 10.4.2 resign their office by notice in writing to the Association; or
 - 10.4.3 are absent from a face-to-face meeting without the prior agreement of the President.
 - 10.4.4 are absent from two consecutive meetings of the National Executive, without leave of absence.
 - 10.4.5 become bankrupt or make any arrangement or composition with his or her creditors generally
- 10.5 Meeting of the National Executive shall determine when and in what manner it will meet. Meetings may be by telephone conference or other electronic medium. The quorum for a meeting of the National Executive shall be not less than fifty per cent of the total number of Members of the National Executive. A special meeting of the National Executive may be called by requisition of not less than four Members of the National Executive by seven days written notice giving the time and place of such meeting and stating the purposes of such meeting. Meetings of the National Executive may be convened by either the President or Secretary
- 10.6 General Duties: The National Executive shall seek to observe and attain the objects of the Association.
- 10.7 Control of Affairs and Powers of National Executive: The affairs of the Association shall be under the control of the National Executive. The National Executive shall have such powers, rights and authorities as may reasonably be necessary or expedient to enable it to carry out its functions including the procedures for conduct of meetings.

- 10.8 Regulation of Meetings: Questions arising at any meeting shall be decided by a majority of votes of those present at the meeting and any resolution shall be binding on the National Executive.
- 10.9 Vacancies: The continuing Members of the National Executive may act notwithstanding any vacancy in their body, except that in the event that their number is reduced below fifty percent of the Members of the National Executive elected at the AGM, then the continuing Members of the National Executive may act only for the purpose of arranging a general meeting.
- 10.10 Validity of Proceedings: All acts done by any meeting of the National Executive or a committee of the National Executive shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any Member of the National Executive or committee member was for any reason disqualified from holding office, be as valid as if such Member of the National Executive or committee member had been duly appointed and was qualified to hold office.
- 10.11 Rescission of Resolutions: Any resolution of the National Executive may be rescinded or varied from time to time by simple majority.
- 10.12 Minutes of all meetings of the Association, the National Executive and of any committee of the National Executive shall be prepared and if confirmed at a subsequent meeting of that body as a true and correct record shall be prima facie evidence of the facts therein. The method of storing such minutes shall be determined by the National Executive.
- 10.13 Accounts: The Association shall keep an account or accounts at such bank or banks as the National Executive shall from time to time determine. All moneys payable shall be passed by the National Executive for payment. Payments shall be made by such person or persons as the National Executive shall from time to time authorise.
- 10.14 Review: The National Executive shall cause full and correct records and accounts to be kept of all receipts, credits, payments, assets, liabilities and transactions and all other matters necessary for showing the true state and condition of the association and, as soon as practicable after the end of each financial year, cause financial reports to be prepared, which meet the requirements of the (NZ) External Reporting Board. Such financial statements shall be reviewed by the reviewer appointed at the preceding Annual General Meeting.
- 10.15 Execution of Documents: All documents required to be executed by the Association shall be deemed to be validly executed and binding if those documents have been entered into and executed by the authority of the National Executive previously given by resolution.
- 10.16 Tax Returns: The National Executive shall cause to prepare or file with the Inland Revenue Department all necessary tax accounts, returns, reports, declarations, notices, certificates, reconciliations and other information as required to be prepared or filed so as to allow the Association to obtain and retain tax exempt status for taxation purposes.
- 10.17 Delegation: The National Executive may from time to time in writing, either generally or particularly, delegate to an Executive Officer, or to any committee of the National Executive appointed by it, all or any of the powers of the National Executive under the Constitution, provided that the powers which may be so delegated shall not include the power to delegate.

- 10.18 Staff: The National Executive may, from time to time and on such conditions of the employment as it thinks fit, appoint such executive Officer or other Officers and employees as it thinks necessary for the efficient operation of the Association.
- 10.19 Remuneration of Members of the National Executive: With the exception of the Secretary and Treasurer, Members of the National Executive shall not be entitled to remuneration for their services but may, at the discretion of the National Executive, be entitled to reimbursement for their reasonable expenditure for travelling and accommodation expenses and other expenses incurred in attending meetings of the National Executive or its committees or while otherwise engaged on the business of the Association. The National Executive may, in its discretion, provide for the remuneration of the Secretary and Treasurer provided that any such remuneration paid shall be reasonable in view of the services provided and duties carried out by the Secretary and Treasurer.

11 Administrative Duties

- 11.1 The National Executive may, in its discretion, appoint an Executive Officer, or other support services, on such conditions of employment as it thinks fit. These appointees shall manage such affairs of the Association as shall be determined by the National Executive.
- 11.1.1 These may include the role of Secretary, and should the National Executive not assign the role of Secretary to an Executive Officer, then the National Executive shall appoint one of its number to that role.
- 11.2 Secretarial Duties: In addition to performing all other duties as the National Executive may from time to time direct, the Secretary shall:
- 11.2.1 convene Annual and Special General Meetings of the Association
- 11.2.2 give all notices which the Association or National Executive is required to give to Members or decides to give to Members;
- 11.2.3 keep and maintain minutes of all meetings of the Association and of the National Executive;
- 11.2.4 perform or supervise the performance of the clerical work and the maintenance of proper records of the Association.
- 11.2.5 maintain a Membership register;
- 11.2.6 give all such notices, certificates or information to the Registrar as may be required by the Act or by the Registrar pursuant to the Act;
- 11.2.7 send and receive correspondence on behalf of the Association.
- 11.2.8 Some duties specified above may be delegated to other members of the National Executive, with the consent of the President.
- 11.3 Finance Duties: In addition to performing all other duties as the National Executive may from time to time direct the Officer responsible for finance duties to:
- 11.3.1 receive all fees, subscriptions, levies and other moneys paid to the Association and issue receipts for such payments on request.
- 11.3.2 open and operate a current bank account in the name of the Association.

- 11.3.3 make such deposits and investments in the name of the Association as the National Executive from time to time may determine;
- 11.3.4 pay all accounts and make all advances approved for payment by the National Executive;
- 11.3.5 maintain and keep safe all financial records of the Association and provide such records to the National Executive or any Member of the National Executive on demand;
- 11.3.6 prepare and submit to the Reviewer an annual income and expenditure account and balance sheet and provide the reviewed accounts to the Association and to prepare and provide to the National Executive the reviewed accounts and such additional balance sheets reports or statements as are from time to time required by the National Executive and after adoption of the accounts by the Annual General Meeting file a copy of them with the Registrar;
- 11.3.7 report to the National Executive any Members who fail within the prescribed period to pay any fees subscriptions or other moneys due from them.
- 11.3.8 Some duties specified above may be delegated to other members of the National Executive, with the consent of the President.

{Clause 12 was deleted when amalgamated with clause 11}

13 GENERAL MEETINGS

13.1 Annual General Meeting: An Annual General Meeting of Members of the Association shall be held in each year, on such date and at such time and place as the National Executive determines. The Annual General Meeting shall be held not more than 16 months from the previous Annual General Meeting. Not less than 21 days before the Annual General Meeting the National Executive shall arrange for every Member to receive notice of the time and place of the meeting and a statement of the business to be transacted at the Annual General Meeting.

13.1.1 Nominations

Nominations to the National Executive shall be called for from members, not less than twenty-one (21) days before the Annual General Meeting. Nominees will be required to submit their duly signed nomination form together with a supporting statement of no more than one hundred (100) words, fourteen (14) days prior to the Annual General Meeting. Nominees' names and supporting statements will be posted on the Association's website.

13.2 Business at Annual General Meetings: The following business shall be transacted at an Annual General Meeting:

- 13.2.1 confirmation of the minutes at the previous Annual General Meeting;
- 13.2.2 presentation of the annual report of the National Executive;
- 13.2.3 presentation of the financial statement and reviewer's report for the preceding financial year;
- 13.2.4 any recommendations from the National Executive;

- 13.2.5 appointment of an reviewer for the ensuing year;
 - 13.2.6 appointment of scrutineers;
 - 13.2.7 election of the President;
 - 13.2.8 election of the National Executive;
 - 13.2.9 any matter referred by eleven financial members (a proposer and ten supporters) to the Annual General Meeting; notice having been given to the Secretary more than 49 days (7 weeks) in advance of the meeting.
 - 13.2.10 any other business as brought forward and deemed appropriate by the meeting
- 13.3 Special General Meetings: In addition to the Annual General Meeting, Special General Meetings may be convened at any time.
- 13.3.1 A Special General Meeting shall be held only at the direction of the President or the National Executive or on a written request to the National Executive signed by not less than 20 Members.
 - 13.3.2 Such direction or written request shall state the purpose for which the Special General Meeting is to be held.
 - 13.3.3 The Special General Meeting shall be held within 42 days after the National Executive receives such a direction or request.
 - 13.3.4 The National Executive shall send to every Member notice of the date, time, place and purpose of the Special General Meeting not less than 21 days prior to the date of the meeting.
 - 13.3.5 At the Special General Meeting no other business shall be conducted other than the business specified in the notice convening the meeting.
- 13.4 Power of the Association in General Meetings: The Association in general meeting may exercise all powers, authorities and discretions of the Association even if such power, authority or discretion has been vested in the National Executive pursuant to the Constitution.
- 13.5 Quorum: The quorum at an Annual General Meeting or Special General Meeting shall be 20 Members present in person or by proxy. If a quorum is not present within half an hour from the time appointed for the holding of a general meeting, the meeting shall stand adjourned to such time and place as the National Executive shall determine. If at such adjourned meeting, a quorum is not present within half an hour from the time appointed for holding the meeting the number of Members then present shall be a quorum.
- 13.6 Effects of Omissions to give Notice: the accidental omission to give notice or the non-receipt of notice of a general meeting by any Member shall not invalidate the proceedings of any general meeting unless the Association in general meeting determines otherwise.
- 13.7 Adjournment of General Meetings: The Chair may with the consent of a majority of those present at any general meeting, and shall if so directed by a majority of those present at the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than business that was to be transacted at the meeting that was adjourned. If a meeting

is adjourned for 30 days or more, 21 days notice of the adjourned meeting shall be given.

- 13.8 Voting: Voting at a general meeting shall be by show of hands and a declaration by the chair that the vote has been carried (whether unanimously or by a particular majority) or lost, unless a poll is directed by the chair or requested by any other Member present at the meeting and entitled to vote. The entry in the minute book of the meeting that a vote has been carried (whether unanimously or by a particular majority) or lost shall be conclusive evidence of the fact of such vote without need for further proof of the number of votes in favour or against the resolution. At all general meetings, two scrutineers shall be elected for the period of that meeting by a show of hands. If Members are elected as scrutineers they shall retain any voting rights they have. In the case of an equality of votes whether on a show of hands or poll, the chair shall be entitled to a second or casting vote.
- 13.9 Effect of Errors in Voting: If at a general meeting any votes are counted which should not (for whatever reason) have been counted the fact that the votes were counted shall not vitiate the resolution unless the fact that the votes were counted is drawn to the attention of the chair during the meeting.
- 13.10 Ballot: If the number of nominees requires election for President or positions on the National Executive, then the election shall be by ballot.
- 13.11 Entitlement to Votes: Subject to clause 6.1 of the Constitution [which relates to Members not participating in decisions on matters relating to their personal financial gain], each Member present at a general meeting shall be entitled to one vote provided that no Member may vote if his or her annual subscription fee or any other money is due and owing to the Association and unpaid. On any vote, each Member present and entitled to vote shall have his or her own vote and one vote for each proxy held.
- 13.12 Proxies: Only a Member may be appointed as a proxy for another Member. A proxy may only be appointed in writing in such form as the National Executive determines and must be signed by the Member appointing proxy. The notice appointing the proxy must be given to the National Executive at least two working days prior to the date of the meeting. A vote given in accordance with the terms of a notice appointing a proxy shall be valid notwithstanding the previous death of the principal or the revocation of the proxy, unless previous written notices of the death or revocation has been given to the Association.

14 NOTICES

- 14.1 Every notice to be given to the Association or the National Executive under the Constitution shall be given to the Association or the National Executive or the Secretary in accordance with clause 14.2 and receipt of any such notice by the Secretary shall be deemed to be receipt by the Association or the National Executive.
- 14.2 Any notice to be given to the Association or the National Executive under the constitution may be handed or posted to the Secretary or left at or posted to the Registered Office but no such notice shall be deemed to be received by the Association or the National Executive until it is actually received by the Secretary or delivered to the Registered office whichever occurs first.

- 14.3 No notice to the Association or the National Executive shall have any effect until it has been received in accordance with clause 14.2.
- 14.4 A notice may be given by the Association to a Member by handing it to the Member; or sending it by post or by email to the Member at an address given to the Association by the Member for the giving of notices.
- 14.5 Service of a notice on a Member by post shall be deemed to have been effected on the third working day after the notice was posted. Service of a notice on a Member by email shall be deemed to be effected on the first working day after the notice was posted.
- 14.6 Every Member shall advise the Association in writing of any change in his or her address.

15 ACCOUNTS

- 15.1 The National Executive shall keep books of account for all monies received and spent by the Association, any sales and purchase of goods or property by the Association, and the assets and liabilities of the Association.
- 15.2 The books of account shall be kept and maintained by the Treasurer who shall produce them to the National Executive on demand.
- 15.3 A copy of the accounts which are to be presented to the Association in Annual General Meeting and a copy of the reviewer's report shall be sent to every Member not less than 7 days before an Annual General Meeting. After the accounts and reviewer's report are adopted by an Annual General Meeting copies shall be filed promptly by the Treasurer with the Registrar.

16 Reviewer

The reviewer of the Association shall be a Member of the Institute of Chartered Accountants of New Zealand and shall be appointed by the Association at an Annual General Meeting. Any casual vacancy in the office of reviewer shall be filled by appointment of the National Executive.

17 SOLICITOR

The solicitor of the Association shall be a Member of the New Zealand Law Society and shall be appointed by the Association at an Annual General Meeting. Any casual vacancy in the office of solicitor shall be filled by appointment of the National Executive.

18 BY-LAWS

The Association may in general meeting make by-laws not repugnant to the Constitution by a resolution.

19 COMMON SEAL

- 19.1 The National Executive shall provide a common seal for the Society and may from time to time replace it with a new one.

19.2. The Secretary shall have custody of the common seal, which shall only be used by the authority of the National Executive. Every document to which the common seal is affixed shall be signed by the President and countersigned by the Secretary or a member of the National Executive.

20 INDEMNITY

No Member shall be under personal liability of the acts or omissions of the Association or any other Member, or for any contract or other obligation made or incurred by the Association, but shall be liable for that Member's own fraudulent or negligent actions or omissions.

21 LIABILITY OF NATIONAL EXECUTIVE

Liability for Loss: Unless attributable to the National Executive's or a Member of the National Executive's own dishonesty or to the wilful commission or omission of any act known by the National Executive or a Member of the National Executive to be a breach of trust, then in the professed execution of the Constitution the National Executive and each Member of the National Executive shall not be liable for any loss to the Association arising:

- 21.1.1 Investment: by reason of any investment made by the National Executive or any Member of the National Executive in good faith; or
 - 21.1.2 Agent: from the negligence or fraud or delay of any agent instructed by the National Executive in good faith (notwithstanding that the instruction of such agent was not necessary or expedient and notwithstanding any statutory provision or rule of law to the contrary); or
 - 21.1.3 Mistake: by reason of any mistake or omission made by the National Executive or any Member of the National Executive in good faith; or
 - 21.1.4 Delay: by reason of any delay caused by the National Executive or any Member of the National Executive; or
 - 21.1.5 Deposited Funds: by reason of all or part of the funds of the Association being lawfully deposited in the hands of any banker or solicitor; or
 - 21.1.6 Security: by reason of the insufficiency or deficiency of any security upon which all or part of the funds of the Association may be invested; or
 - 21.1.7 General: from any other act of the National Executive or any Member of the National Executive.
- 21.2 Receipt of Moneys: Subject to clause 19.1 the National Executive shall be chargeable only for such moneys as shall have actually been received by it. For the purposes of this clause the National Executive shall be deemed to have received moneys even if not actually paid to the National Executive if those moneys have been credited in an account, reinvested, accumulated, capitalised, carried to any reserve, sinking or insurance fund, or otherwise dealt with on the National Executive's behalf.

22 ALTERATION OF CONSTITUTION

- [a] The constitution may only be amended, added to, or rescinded, by resolution using one of the following two methods:

- (i) At an Annual General Meeting or a general meeting convened for the purpose, where not less than two thirds of the Members present and voting in person or as proxy approve the resolution. Not less than 21-days written notice of any proposed amendment, addition or rescission must be given to Members.
 - (ii) By a postal ballot, called by the National Executive, where a two thirds majority of the financial members vote in favour of the resolution. The postal ballot is to remain open for at least 28 days. Prior to the ballot being issued the branches shall have the opportunity to discuss the proposal/s and, if appropriate, suggest any modifications or amendments to the National Executive.
- [b] No addition to, or alteration, or rescission of rules, shall be approved if it affects the non-profit aims, personal benefit clause or the winding-up clause.

23 LIQUIDATION

The Association may be wound up and if it is, it shall be wound up in accordance with section 24 of the Act. If upon such winding up, there remains after satisfaction of all debts and liabilities of the Association any property or assets whatsoever such property shall be disposed of in the manner directed by the resolution to wind up the Association provided that no property shall be paid out or distributed other than to another society or organisation with objects similar to those of the Association. If there is no such society or organisation, then the Association shall be distributed to a charitable organisation or charitable organisations in New Zealand chosen by the National Executive or the then remaining Members of the National Executive if less than a quorum exists.

24 MATTER NOT PROVIDED FOR

If any matter arises which is not provided for or which, in the opinion of the National Executive, is not provided for, in the Constitution, the matter shall be determined by the National Executive and every such determination shall be binding upon the Association and the Members unless and until set aside by a resolution of a special Annual General Meeting.

