

CONSTITUTION

OF

REMUERA HERITAGE INCORPORATED

Constitution

1. Name

- 1.1 The name of the society is **REMUERA HERITAGE INCORPORATED** (in this **Constitution** referred to as the ‘**Society**’).

2. Definitions

- 2.1 In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:

‘**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.

‘**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.

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

- (a) may obtain a financial benefit from any matter being dealt with by any Member (as a Committee 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;
- (b) may have a financial interest in a person to whom any matter being dealt with by any Member (as a Committee Member, or in any General Meeting, or otherwise for the Society) relates;
- (c) 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 Committee Member, or in any General Meeting, or otherwise for the Society) relates;
- (d) 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;
- (e) merely because that Member receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
- (f) 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
- (g) 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
- (h) 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.

‘Chairperson’ means the **Officer** responsible for, among other things, overseeing the governance and operations of the Society and chairing General Meetings and Committee Meetings

‘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).

‘Committee’ means the **Society’s** governing body.

‘Committee Member’ means a member of the Committee, including the **Officers** Chairperson, Deputy Chairperson, Secretary and Treasurer, who shall be a financial member of the Society.

‘Deputy Chairperson’ means the Officer appointed to deputise in the absence of the Chairperson and work together with Chairperson overseeing the governance and operations of the Society.

‘General Meeting’ means either an Annual General Meeting or a Special General Meeting of the **Society**.

‘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**.

‘Member’ means a natural person who has consented in writing or by electronic means to becoming a Member of the Society and who has not ceased to be a member of the Society, and has paid Membership fees.

‘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.

‘Officer’ is a natural person who is a member of the **Committee** occupying a position in the **Society** that allows the person to exercise significant influence over the management and administration of the **Society**.

‘Register of Interests’ means the register of interests of **Committee Members** kept under this **Constitution**

‘Register of Members’ means the register of Members kept under these Rules.

‘Rules’ means the rules in this document.

‘Secretary’ means the Officer responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Committee** meetings.

‘Treasurer’ means the Officer responsible for, among other things, overseeing the finances of the **Society**.

‘Special General Meeting’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

3. Purposes

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

- (a) Recognise, appreciate, maintain, preserve and share New Zealand's heritage, cultural, natural and built. The main focus shall be on the district known as Remuera.
- (b) Preserve and maintain heritage, historic and special character areas;
- (c) Advise and assist special interest groups, societies and other associations who desire to preserve, maintain and protect areas of special significance including the above areas;
- (d) Represent the interests of such groups by making submissions to Government, Councils and other such bodies.

3.2 The **Society** must not operate for the purpose of, or with the effect of:

- (a) any **Member** of the **Society** deriving any personal financial gain from membership of the **Society**, other than as may be permitted by law; or
- (b) returning all or part of the surplus generated by the **Society's** operations to **Members**, in money or in kind; or
- (c) conferring any kind of ownership in the **Society's** assets to **Members**

but the **Society** will not be regarded as operating for the financial gain of **Members** simply if the **Society**:

- (i) engages in trade for matters that are incidental to the purposes of the **Society**;
- (ii) 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.
- (iii) reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Society** or while pursuing the **Society's** purposes;
- (iv) provides benefits to members of the public or of a class of the public and those persons include **Members** or their families.
- (v) 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);
- (vi) pays any **Member** interest at no more than current commercial rates on loans made by that **Member** to the **Society**; or

- (vii) provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Society**.

3.3 No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by the **Society** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.

3.4 Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

4. **Act and Regulations**

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

5. **Registered Office**

5.1 The **Registered Office** of the **Society** shall be at such place in New Zealand as the Committee from time to time determines, and changes shall be made at least 5 clear days before the change of address for the Registered Office is due to take effect and in a form required by the act to the Registrar of Incorporated Societies.

6. **Contact Person**

6.1 The **Society** shall have at least one (1) but no more than three (3) contact person(s) whom the Registrar can contact when needed.

6.2 The **Society's** Contact Person must be:

- (a) At least 18 years of age; and
- (b) A **Committee Member**; and
- (c) At all times be resident in New Zealand; and

6.3 Any changes in the Contact Person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within twenty (20) **Clear Days** of that change occurring, or the Society becoming aware of the change

7. **Members**

7.1 **Minimum Number of Members**

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

7.2 **Types of Members**

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

(a) **Member:** A **Member** is a natural Individual, Family, Corporate or special interest group admitted to membership under this **Constitution**, who or which has not ceased to be a **Member** and has paid Membership Fees.

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

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

7.3 **Becoming a Member:** (consent of applicant)

7.3.1 Every applicant for membership must consent in writing or by electronic means to becoming a **Member**.

7.4 **Becoming a Member:** (process)

7.4.1 An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as required by the **Committee**.

7.4.2 The **Committee** may accept or decline an application for membership. The **Committee** must advise the applicant of its decision (but is not required to provide reasons for that decision).

7.5 The signed written or electronic consent of every **Member** to become a **Society Member** shall be retained in the **Society's** membership records and upon payment of Membership Fees.

7.6 **Obligations and Rights**

7.6.1 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.

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

7.6.3 **Other Obligations and Rights**

7.6.4 All **Members** (including **Committee Members**) shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.

7.6.5 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**.

7.6.6 Any **Member** that is a corporate body, family or special interest group 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**.

7.6.7 The **Committee** 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.

7.7 **Membership and Fees**

7.7.1 The annual **Membership** and any other fees for **Membership** for the following financial year shall be set at the **Annual General Meeting**, which can also decide that payment be made by periodic instalments, or that there shall be no annual subscription.

7.8 Any **Member** failing to pay the annual subscription (including any periodic payment), or any levy, within one (1) calendar month 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 one (1) year of the due date for payment of the subscription, any other fees, or levy the **Committee** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

7.9 **Ceasing to be a Member**

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

- (a) on death (or if a corporate on liquidation or if a partnership on dissolution of the partnership); or
- (b) by resignation from that **Member's** type of membership by notice to the **Secretary**; or
- (c) unpaid membership fee 7.8; or
- (d) 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 these **Rules**;

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

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

7.10 **Becoming a member again**

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

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

8. **General Meetings**

8.1 **Annual General Meetings**

8.2 An **Annual General Meeting** shall be held once a year within three (3) months of the end of the financial year at a location determined by the **Committee** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.

8.3 **Annual General Meetings: business**

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

- (a) confirm the minutes of the previous **Annual General Meeting**

- (b) adopt the **Chairperson's** annual report on **Society** business;
- (c) adopt the **Treasurer's** report on the finances of the **Society**, and the annual financial statements;
- (d) Election of **Officers, Chairperson, Deputy Chairperson, Secretary** and **Treasurer** and electing a **Committee** of no fewer than three (3) and no more than ten (10) (includes officers)
- (e) set any membership fees for the current financial year;
- (f) consider any motions;
- (g) consider any remits to change the **Constitution**
- (h) appoint an auditor or reviewer such as **the Act requires for an organisation with assets/income of its size**
- (i) disclosures of **Conflicts of Interest** by **Committee Members**
- (j) consider any other business

8.4 **Special General Meetings**

8.4.1 **Special General Meetings** may be called at any time by a **Committee Motion** for any special purpose as decided by the **Committee**. The **Committee** must call a **Special General Meeting** if the **Secretary** receives a written/electronic request signed by ten (10) **Members** stating the reasons for wanting a **Special General Meeting**.

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

8.5 **Other Meeting/Events** shall take place not less than three (3) times each year.

8.6 **Procedure**

8.6.1 The **Committee** shall give all **Members** at least fourteen (14) **Clear Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

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

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

- (a) in person, shall have one (1) vote; or
- (b) 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**;
- (c) through the authorised representative of a corporate, family or special interest group as notified to the **Secretary**, shall have one (1) vote; or
- (d) a life member shall have one (1) vote;
- (e) no other proxy voting shall be permitted.

- 8.6.4 The quorum for an **Annual General Meeting** or **Special General Meeting** shall be twelve (12) financial **members** or fifty percent (50%) of financial **members**, whichever is the lesser.
- 8.6.5 Voting shall be decided by a two-thirds (2/3) majority in **Annual** and **Special General Meetings**. Voting may be by voice, show of hands or by poll, as decided at the **meeting**.
- 8.6.6 Written resolutions may not be passed in lieu of a **General Meeting**
- 8.6.7 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 **Chairperson** 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.
- 8.6.8 **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.
- 8.6.9 All **General Meetings** shall be chaired by the **Chairperson** in their absence, the **Deputy Chairperson** or in their absence also, a **member** chosen by the **members** present shall chair that **meeting**.
- 8.6.10 The **Chairperson** of a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.
- 8.6.11 The **Chairperson** of a **General Meeting** may: With the consent of 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.
- 8.6.12 The **Chairperson** of a **General Meeting** may 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
- 8.6.13 In the absence of a quorum or in the case of emergency, adjourn the **Meeting** or declare it closed.
- 8.6.14 The **Committee** may put forward motions for the Society to vote on (**‘Committee Motions’**), which shall be notified to **Members** with the notice of the **General Meeting**.
- 8.6.15 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 fourteen (14) Clear Days before that meeting. The **Member** must also provide information in support of the motion (**‘Member’s Information’**).
- 8.7 **Minutes**
- 8.7.1 Minutes must be kept by the **Secretary** of all **General Meetings** and **Committee Meetings** excluding events
9. **Committee**
- 9.1 **Composition**
- 9.1.1 The **Committee** will consist of no less than three (3) nor more than ten (10) **Committee Members** who are:
- (a) **Financial Members**; and
 - (b) natural persons; and

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

The **Committee** will include **Officers**:

- (a) a **Chairperson** and **Deputy Chairperson**
- (b) a **Secretary** and a **Treasurer**, who may be the same person, and
- (c) not fewer than 3 or more than 7 other **Committee Members** to a total of 10

9.2 **Qualifications**

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

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

- (a) a person who is under 16 years of age;
- (b) a person who is an undischarged bankrupt;
- (c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993;
- (d) a person who is disqualified from being a **member** of the **Committee** of a charitable entity under section 31(4)(b) of the Charities Act 2005;
- (e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 - a. an offence under subpart 6 of Part 4;
 - b. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961);
 - c. an offence under section 143B of the Tax Administration Act 1994;
 - d. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii);
 - e. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere;
- (f) a person subject to:
 - (i) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
 - (ii) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
 - (iii) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.

9.3 **Election or Appointment –**

9.3 Election or Appointment

The election of **Committee Members** shall be conducted as follows

- (a) **Committee Members** shall be elected during **Annual General Meeting**. However, if a vacancy in the position of any **Committee Member** occurs between **Annual General**

Meetings, that vacancy shall be filled by resolution of the **Committee** (and any such appointee, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act**).

(b) A candidate's written nomination, accompanied by the written or electronic consent of the nominee (who must be a financial member) with a certificate that the nominee is not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **act**, shall be received by the **Secretary** at least twenty one (21) **Clear Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.

(c) Two **Members** (who are not nominees) or non-Members appointed by the acting chair shall act as scrutineers for the counting of the votes and destruction of any voting papers.

(d) The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.

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

9.4 **Functions**

9.4.1 From the end of each **Annual General Meeting** until the end of the next the **Society** shall be governed by the **Committee**, 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**.

9.5 **Committee and Officer's Duties**

9.5.1 At all times each **Committee Member**:

- (a) shall act in good faith and in what he or she believes to be the best interests of the **Society**;
- (b) must exercise all powers for a proper purpose;
- (c) must not act, or agree to the **Society** acting, in a manner that contravenes the **Act** or this **Constitution**;
- (d) when exercising powers or performing duties as a **Committee 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 **Committee Member** and the nature of the responsibilities undertaken by him or her;
- (e) must not agree to the activities of the **Society** being carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, or cause or allow the activities of the **Society** to be carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors; and
- (f) must not agree to the **Society** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Society** will be able to perform the obligation when it is required to do so.

9.6 **Powers**

9.6.1 Subject to these **Rules** and any resolution of any **General Meeting** including the purpose and term, the **Committee** may:

(a) borrow or raise money, with or without security, on such terms as the **Committee** may determine.

(b) enter into contracts or other enforceable obligations by a natural person on behalf of the **Society** in writing by the following Committee members

(i) **Chairperson** and one (1) other **Committee** member

(ii) Affix its common seal, if it has one, to the contract or document containing the enforceable obligation.

9.6.2 In addition to its statutory powers the **Society**

(a) may use its funds to pay the costs and expenses to advance or carry out its purposes and to employ or contract with such people as may be appropriate; and

(b) may invest in any investment as decided by the Committee members

9.7 **Committee Meetings**

9.7.1 **Frequency**

The **Committee** 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 **Chairperson** or **Secretary**.

9.8 **Procedure**

9.8.1 The quorum for **Committee Meetings** is at least two-thirds (2/3) of number of **Committee Members**.

9.8.2 **Committee Members** shall each have one vote.

9.8.3 The **Chairperson** has a casting vote in the event of a tied vote on any resolution of the **Committee**.

9.8.4 Should any vacancy occur among the **Committee** before the **Annual General Meeting**, that vacancy shall be filled by resolution of the **Committee**. Any such co-opted appointee must, before appointment, supply a signed consent and statement that the nominee is not disqualified from being appointed to holding office as a Committee member and must be a Financial Member by the Rules or the Act.

9.9 **Term**

The term of office for all **Committee Members** elected shall be until the next **Annual General Meeting** when they shall retire but they shall be eligible for re-election.

No **Officer** may serve more than ten (10) Terms consecutively as either **Chairperson**, **Deputy Chairperson**, **Secretary** or **Treasurer** except by special resolution of the **Annual General Meeting** where no other nominations for the position has been forthcoming.

9.10 **Removal**

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

(a) The **Committee Member** who is the subject of the complaint, must be advised of all details of the complaint.

(b) The **Committee Member** who is the subject of the complaint, must be given adequate time to prepare a response.

- (c) The complainant and the **Committee Member** who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing/electronic or at an oral hearing by the **Committee** (excluding the **Committee Member** who is the subject of the complaint) if it considers that an oral hearing is required.
- (d) Any oral hearing shall be held by the **Committee** (excluding the **Committee Member** who is the subject of the complaint), and/or any oral or written/electronic statement or submissions shall be considered by the **Committee** (excluding the **Committee Member** who is the subject of the complaint).

If the complaint is upheld the **Committee Member** may be removed from the **Committee** by a resolution of the **Committee** or of a **General Meeting**, in either case passed by a two-thirds (2/3) majority of those present and voting.

9.11 Cessation of Committee Membership

9.11.1 A **Committee Member** shall be deemed to have ceased to be a **Committee Member** if that person ceases to be a **Member**.

9.11.2 Each **Committee Member** shall within five (5) **Clear Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of the **Society** held by such former **Committee Member**.

Sub-Committees

9.11.3 The **Committee** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Society**) and for such purposes as it thinks fit. Convenor of each sub-committee shall be a **Committee Member**. Unless otherwise resolved by the **Committee**:

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

9.12 General Issues

9.12.1 The 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 must be approved by the **Committee** and recorded in the minutes of the next **Committee meeting**.

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

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

9.13 Conflicts of Interest

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

- (a) may obtain a financial benefit from the matter; or
 - (b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
 - (c) may have a financial interest in a person to whom the matter relates;
- or

- (d) is a partner, director, member of the **Committee** 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.

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

- i. merely because the member of the **Committee** and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
- ii if the member of the **Committee'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
- iii if the member of the **Committee's** and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Committee** in carrying out the member of the **Committee's** and/or sub-committee's responsibilities under **the Act** or the **Constitution**; or
- iv if the member of the **Committee** and/or sub-committee is a member of the committee of a union and the member of the **Committee's** and/or subcommittee'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.

9.13.2 A member of the **Committee** 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):

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

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

A member of the **Committee** and/or sub-committee who is interested in a matter:

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

However a member of the **Committee** 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.

9.13.4 Where 50 per cent or more of **Committee 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 **Committee** shall consider and determine the matter.

10 Records

10.1 Register of Members

10.1.1 The **Secretary** shall keep an up-to-date **Register of Members** and any other information required by these **Rules** or prescribed by Regulations under the **Act**.

10.1.2 Contents of Register of Members

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

- (a) postal address;
- (b) phone number (landline and/or mobile);
- (c) email address (if any);
- (d) the date the **Member** became a **Member**.

10.1.3 Every **Member** shall promptly advise the **Secretary** of any change of their contact details.

10.2 Access to Register of Members

10.2.1 With reasonable notice and at reasonable times, the **Secretary** shall make the **Register of Members** available for inspection by **Members** and **Committee 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.

10.3 Register of Interests

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

10.4 Access to Other Information

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

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

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

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

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

- (a) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; or
- (b) the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Society** or of any of its **Members**; or
- (c) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Society**; or
- (d) withholding the information is necessary to maintain legal professional privilege; or

- (e) the disclosure of the information would, or would be likely to, breach an enactment; or
- (f) the burden to the **society** in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information; or
- (g) the request for the information is frivolous or vexatious.

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

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

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

11 Finances

11.1 Control and Management

11.1.1 The funds and property of the **Society** shall be:

- (a) the financial accounts of the **Society** shall be kept by the **Treasurer**;
- (b) all payments over \$5000.00 shall be authorised at a **General Meeting**;
- (c) payments/withdrawals shall be signed by two (2) out of three (3) persons Treasurer and two **Committee Members** appointed by the **Committee**;
- (d) controlled, invested and disposed of by the **Committee**, subject to these **Rules**;
- and
- (e) devoted solely to the promotion of the purposes of the **Society**.

11.1.2 The **Committee** must establish and maintain a satisfactory system of control of the **Society's** accounting records

- (a) in written form in English, or
- (b) in a form or manner that is easily accessible and convertible into written form in English.

The accounting records must be kept for the current accounting period and for the last seven (7) completing periods of the **Society**.

11.2 Balance Date

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

12 Dispute Resolution

12.1 Raising Disputes

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

12.1.2 The complainant raising a grievance or complaint, and the **Committee**, 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.

12.2 Investigating Disputes

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

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

12.2.2 Rather than investigate and deal with any grievance or complaint, the **Committee** may:

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

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

12.2.4 The decision-maker:

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

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

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

12.2.6 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 **Committee Members**, or the decisionmaker, 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.

12.3 **Resolving Disputes**

12.3.1 The decision-maker may:

- (a) dismiss a grievance or complaint; or
- (b) uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the **Society** and **Members** shall comply);
- (c) uphold a complaint and:
 - (i) reprimand or admonish the **Member**; and/or
 - (ii) suspend the **Member** from membership for a specified period, or terminate the **Member's** membership; and/or
 - (iii) 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.

13 **Winding Up**

13.1 **Process**

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

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

13.1.3 Any resolution to wind up the **Society** or remove it from the Register of Incorporated Societies must be passed by a seventy five percent (75%) majority of all **Members** present and voting.

13.2 **Surplus Assets**

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

13.2.2 On the winding up or liquidation or removal from the Register of Incorporated Societies of the Remuera Heritage Society, its surplus assets after payment of all debts, costs and liabilities shall be vested in Heritage New Zealand Pouhere Taonga and Character Coalition Incorporated.

13.2.3 However, on winding up by resolution under this rule, the **Society** may approve a different distribution to a different entity from that specified above, so long as the Remuera Heritage **Society** complies with these **Rules** in all other respects.

14 **Alterations to the Rules**

14.1 **Amending these Rules**

14.1.1 The **Society** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a seventy five percent (75%) majority of those **Members** present and voting.

14.1.2 Any proposed motion to amend or replace these **Rules** shall be given in writing/electronic to the **Secretary** at least twenty (20) Clear Days before the General Meeting at which the motion is to be considered and accompanied by a written/electronic explanation of the reasons for the proposal.

14.1.3 At least seven (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 **Committee** has.

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

15 **Other**

15.1 **Common Seal**

15.1.1 The **Common Seal** of the **Society** must be kept in the custody of the **Secretary**.

15.1.2 The **Common Seal** may be affixed to any document:

(a) by resolution of the **Committee**, and must be countersigned by one Committee Member and the **Chairperson**.

(b) by such other means as the **Committee** may resolve from time to time.

15.2 **Bylaws**

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

15.3 **Patron**

15.3.1 A **Patron** of the **Society**. Such appointment (if made) will be bi-annual by **Committee** resolution to be confirmed at an **Annual General Meeting** of the **Society**.