

**MUSCULAR DYSTROPHY ASSOCIATION OF
NEW ZEALAND INCORPORATED**

CONSTITUTION

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MUSCULAR DYSTROPHY ASSOCIATION OF NEW ZEALAND INCORPORATED

CONSTITUTION

1. CONSTITUTION

- 1.1 The Association was constituted by a resolution dated 21 April 1959.
- 1.2 Amended Rules were adopted by way of amendment on 8 October 2010.
- 1.3 Amended Rules were adopted by a resolution dated 11 April 2014.
- 1.4 Amended Rules were adopted by a resolution dated 11 February 2022.
- 1.5 These Amended Rules, now referred to as "Constitution", were adopted by a resolution dated 27th April 2025.

2. NAME

- 2.1 The name of the Association is **Muscular Dystrophy Association of New Zealand Incorporated.**

3. INTERPRETATION

- 3.1 In the interpretation of this Constitution (unless the context requires a different construction):
 - 3.1.1 "Act" means the Incorporated Societies Act 2022.
 - 3.1.2 "Annual General Meeting" means the meeting of the Members of the Association held in accordance with Clause 17.
 - 3.1.3 "Association" means the Muscular Dystrophy Association of New Zealand Incorporated.
 - 3.1.4 "Branch" means a branch of the Association. A Branch includes one or more Branches.
 - 3.1.5 "Branch Representative" means: such person who acts as a Branch representative to the Association and member of the National Board as referred to in Clause 11 and who is duly elected or appointed to such position in accordance with the constitution of the relevant Branch; and, such person who is duly appointed by a Branch to represent that Branch at a general meeting.
 - 3.1.6 "Chief Executive Officer" means the person appointed to manage the Association as referred to in Clause 14.
 - 3.1.7 "Code of Conduct" means, at any time, the code adopted and approved at that time by the National Board, governing, by way of example only, such matters as the representation of the Association by, and behaviour in relation to the Association of, a member of National Board.

- 3.1.8** "Condition" and "Conditions" mean a condition or conditions generally defined as muscular dystrophies and other neuromuscular conditions, and other conditions as determined by the Association from time to time.
- 3.1.9** "Electronic means" includes transmitting to or from a personal computer.
- 3.1.10** "Executive Committee" means the executive committee elected or appointed to carry on the executive functions of a Branch.
- 3.1.11** "Income Year" means each year commencing on the first day of January and ending on the last day of December, or otherwise as determined by the National Board from time to time.
- 3.1.12** "Major Transaction" in relation to the Association means:
- (a) the acquisition of, or an agreement to acquire, whether contingent or not, assets the value of which is more than twenty five (25) percent of its assets before the acquisition; or
 - (b) the disposition of, or an agreement to dispose of, whether contingent or not, assets the value of which is more than twenty five (25) per cent of the value of its assets before disposition; or
 - (c) a transaction that has or is likely to have the effect of the Association acquiring rights or interests the value of which is more than twenty five (25) per cent of the value of its assets before the transaction; or
 - (d) any borrowing by the Association where the amount borrowed or able to be borrowed is in excess of 10% of the then value of the assets of the Association and or any charge given over the assets of the Association.
- For the purposes of this definition, "assets" includes any property of any kind whether tangible or intangible.
- 3.1.13** "Member" means a person who, or organisation which, is a member of the Association as more particularly described in Clause **Error! Reference source not found..**
- 3.1.14** "National Board" means the committee for the time being of the Association.
- 3.1.15** "People living with a Condition" includes a person or persons who have been diagnosed with a Condition and/or a person or persons who are living with persons diagnosed with a Condition as members of the same household and/or a person or persons who are voluntarily involved in the care of persons diagnosed with a Condition.
- 3.1.16** "Person" includes an individual, or an incorporated or unincorporated body.
- 3.1.17** "Register of Members" means those registers referred to in Clause 9.
- 3.1.18** "Returning Officer" means, as the context requires, the person appointed from time to time as returning officer in accordance with Clauses 12 or 19.
- 3.1.19** "Special General Meeting" means any meeting of the Members of the Association, other than the Annual General Meeting.
- 3.1.20** "Special Resolution" means a resolution that has been passed with the approval of not less than seventy-five (75) per cent of the Members present at any meeting and entitled to vote and who validly cast a vote in accordance with this Constitution.
- 3.1.21** "Young Members' (Rangatahi) Representative" means a member of National Board who is aged between the years of 16 and 25 as at the date of election and is elected by the Young Members (Rangatahi) as defined in Clause **Error! Reference source not found..**

4. COMMUNICATIONS

- 4.1** Each notice and other communication (each a "communication") to be given, delivered or made under this Constitution is to be in writing and may be sent by personal delivery, post or, if the Member so agrees, by Electronic means.
- 4.2** Each communication under this Constitution is to be sent to the postal address or email address of the Member or (except in the case of a notice of meeting) may be given by posting it on the website of the Association.
- 4.3** Each meeting called under this Constitution must be called by sending a notice, specifying the time and place of the meeting to every Member at his or her last known address within such time period as is specified in this Constitution. If a Member has consented to receiving notices electronically, notice may also be given by Electronic means sent to the email address last supplied by that Member.
- 4.4** Each Member must supply to the Chief Executive Officer a postal address and, if the Member wishes to receive communications and notices of meetings by Electronic means, a working e-mail address.
- 4.5** It is a Member's obligation to ensure that any change in the contact postal or e-mail address is notified to the Chief Executive Officer immediately. In the case of e-mail failure, the Association shall have the discretion and authority to use other means of communication with a Member.
- 4.6** Communications by Electronic means will be acceptable for the conduct of the business of the Association or the National Board (as applicable) unless the Chief Executive Officer shall advise that any specific business or meeting shall be conducted at a meeting at which Members are required to be physically present.

5. OBJECTS

- 5.1** The objects of the Association are those charitable objects and purposes which are recognised by the Courts of New Zealand as being charitable, including:
 - 5.1.1** to identify and disseminate educational programmes, information and resources to People living with a Condition, and to those who are or who may be involved in their support and care;
 - 5.1.2** to undertake, identify and disseminate the findings of research on the prevalence, causes and management of Conditions;
 - 5.1.3** to identify, develop, promulgate and carry on schemes and programmes which may be of benefit to People living with a Condition;
 - 5.1.4** to educate the wider New Zealand community and create awareness of the prevalence of Conditions and the impact on the lives of People living with a Condition;
 - 5.1.5** to educate the wider New Zealand community about, and lobby and advocate for changes to, attitudes, policies, funding, environments, support and clinical services where these impact detrimentally or sub-optimally on the quality of life, independence, choices and rights of People living with a Condition;
 - 5.1.6** to create and foster national and international communities of interest and support for People living with a Condition including opportunity to participate in and influence the affairs of the Association;
 - 5.1.7** to support the Association's Branches to provide, develop, fundraise for and mitigate the risks associated with their providing services to People living with a Condition;

- 5.1.8** to generate and manage financial and other resources which enable the Association to carry out its objects;
 - 5.1.9** to provide national organisation for the benefit of and service to members with neuromuscular conditions and their families; and
 - 5.1.10** to do all such things as are conducive or incidental to the attaining of the above objects or any of them.
- 5.2** Notwithstanding Clause 5.1 the Association shall be limited in furthering or attaining its objects to the advancement of charitable purposes in New Zealand.

6. REGISTERED OFFICE

- 6.1** The registered office of the Association shall be as determined from time to time by the National Board.

7. POWERS

- 7.1** In addition to its statutory powers, the Association:

- 7.1.1** may use its funds to pay the costs and expenses of furthering or carrying out its objects and, for that purpose, may employ people as may seem expedient;
- 7.1.2** may purchase, lease, hire or otherwise acquire, and may exchange, sell, lease or otherwise dispose of property, rights or privileges to further or carry out its objects as may seem expedient;
- 7.1.3** may invest in any investment in which a trustee might invest;
- 7.1.4** shall have power to borrow or raise money by debenture, bonds money or other means with or without security; and
- 7.1.5** may enter into memoranda of understanding or agreements or contracts between it and Branches to further the objects and purposes of the Association, and the means of delivery of those objects and purposes.

- 7.2** Notwithstanding Clause 7.1 the Association must not enter into a Major Transaction unless that Major Transaction:

- 7.2.1** is approved by way of Special Resolution; or
- 7.2.2** is contingent upon approval by way of Special Resolution.

8. MEMBERSHIP

- 8.1** The classes of membership and the method by which Members are admitted to different classes are as follows in this Clause 8 and elsewhere in this Constitution.
- 8.2** The Association acknowledges the Treaty of Waitangi in its aspiration to be fully inclusive of all its members.
- 8.3** The classes of membership are as follows:
 - 8.3.1** **Child /Tamariki Members** shall consist of anyone under the age of sixteen living with a Condition. Members in this membership category do not have the right to vote and are not eligible to be elected to the National Board or a Branch Executive Committee.

On their sixteenth birthday a Child/Tamariki Member shall cease to be a Child/Tamariki Member and may be enrolled as a Young/Rangatahi Member if they consent to it.

8.3.2 Young/Rangatahi Members shall consist of anyone between the ages of sixteen and twenty-five years who is living with, or is a carrier of, a Condition.

Young/Rangatahi Members have the right to vote and shall have the additional right to be nominated or vote for the Young /Rangatahi Representative on the National Board.

A Young/Rangatahi Member is also eligible to be elected and appointed to the National Board or their Branch Executive Committee. On their twenty-fifth birthday a Young/Rangatahi Member shall cease to be a Young Rangatahi Member and may be enrolled as an Individual/Takitahi Member if they consent to it.

8.3.3 Individual/Takitahi Members shall consist of anyone over the age of twenty-five years who is living with, or is a carrier of, a Condition. An Individual/Takitahi Member has the right to vote and is also eligible to be elected and appointed to the National Board or their Branch Executive Committee.

8.3.4 Family/Whānau Members shall be one of the following:

- a. A parent or guardian of a Child/Tamariki, Young/Rangatahi or Individual/Takitahi Member.
- b. An immediate sibling of a Child/Tamariki, Young/Rangatahi or Individual/Takitahi Member.
- c. A husband/wife/spouse/partner of a Young/Rangatahi or Individual/Takitahi Member.

A Family/Whānau Member has the right to vote and is also eligible to be elected and appointed to the National Board or their Branch Executive Committee.

A Family/Whānau Member may remain a Family/Whānau Member if the Member they were affiliated to through their membership has passed away and that Family/Whānau Member consents to remaining a member.

- d. A child/children of an individual member with a condition.

8.3.5 A Life Member/Ringa Tōhau Nui is a Member of a Branch who is honoured for meritorious services to the Association.

At the discretion of a Branch Executive Committee, a member will be recommended for consideration of Life Membership to the National Board. The National Board will carry out due diligence, approve and pass a resolution following which the nomination for Life Membership will be tabled at the next Annual General Meeting of the Association for the Members to ratify.

Any Life Member/Ringa Tōhau approved before the 2022 Annual General Meeting shall keep their existing rights.

Any Member appointed a Life Member/Ringa Tōhau after the 2022 Annual General Meeting will retain their prior membership rights.

Once a person has been awarded a Life Membership this entitles them to retain their former membership status and rights.

8.3.6 A **Friend of the Association**/Hoa Tāpui shall consist of any person, including any individual, health professional, incorporated or unincorporated body, who wishes to be associated with and receive information from a Branch or the Association.

A Friend of the Association/Hoa Tāpui shall not be entitled to receive other services (except at the discretion of the Association) and shall not have the right to vote or be eligible to be elected to the National Board or a Branch Executive Committee.

A Friend of the Association/Hoa Tāpui can be nominated for a Life Membership by any Branch. If awarded Life Membership this does not change their right regarding voting or eligibility for elections to any governing body.

A Friend of the Association/Hoa Tāpui may be subject to the obligation to pay subscriptions and must be a registered Member of a local Branch.

8.3.7 Membership categories and the method by which Members are admitted to these categories may be reviewed and changed at the sole discretion of the National Board.

Changes to membership categories will be made in consultation with Branch Executive Committees and in accordance with Clause 8.

9. ADMISSION OF MEMBERS

9.1 Each person interested in becoming a Member must first consent to becoming a Member before they can be considered as being a Member of the Association. To give consent a person must fill an application form to become a Member. The National Board shall have sole discretion to determine the means to obtain and record consent. Minors wanting to become Members may consent by themselves if aged 16 or over, and for those aged 15 and under their legal representative/s must also give consent.

9.2 The Association shall maintain a Register of Members which shall contain the name, latest contact details, and effective date of membership for each Member, and be divided into Membership Categories as follows:

- Child/Tamariki Membership
- Young/Rangatahi Membership
- Individual/Takitahi Membership
- Family/Whānau Membership
- Life/Ringa Tōhau Nui Membership
- Friend of the Association/Hoa Tāpui Membership.

The Register shall also identify the Branch to which each Member affiliates.

9.3 A Member shall only be affiliated to one Branch subject to the Branch's approval and shall be in the area where they reside unless the Association in its discretion has determined otherwise.

9.4 The Association shall take such steps and institute such policies as are necessary to ensure that the Association's Register of Members is maintained in a condition that is as

up-to-date, accurate and complete as possible. The Association shall update the Register of Members as soon as practicable after becoming aware of changes to the information recorded on the Register.

- 9.5** If there is any difference in the entries appearing in the Association's Register of Members and the register of any Branch, the entries appearing in the Register of the Branch shall prevail and shall be conclusive as to the proper entries in the Register of Members of both the Association and that Branch.

10. MEMBERSHIP CESSATION

10.1 A person ceases to be a Member:

10.1.1 when they cease to be a member of a Branch, and the person does not become a member of another Branch; or

10.1.2 upon the death of a Member (or, in the case of a Member which is an incorporated or unincorporated body, upon the liquidation or dissolution of that Member); or

10.1.3 if they willfully harm another Member, Board or, or staff member. This includes physical, psychological, reputational, or financial damages; or

10.1.4 in the event they conduct themselves in a manner which damages the reputation of the Association and its ability to operate and serve the membership. This will be at the sole discretion of the Member's Branch after an investigation review process; or

10.1.5 when that person wishes to relinquish the membership by written notice to the Member's Branch or Association; or

10.1.6 at the discretion of the Member's Branch by written notice to that Member.

10.2 A person ceasing to be a Member shall immediately cease to hold any office within the Association and the relevant Branch and shall no longer benefit from any rights associated with their membership.

11. NATIONAL BOARD

11.1 The National Board shall consist of a Chairperson, a Vice-Chairperson, one Branch Representative from each Branch, five Board members elected at large, and one Young (Rangatahi) Representative (who shall represent both Young (Rangatahi) and Child (Tamariki) members). At any meeting of the National Board, if any Branch Representative is not present, his or her place may be taken for that meeting by a person duly appointed by the Chairperson, or Vice-Chairperson of that Branch. Such appointee shall have all of the rights including voting rights held by that absent Branch Representative.

11.2 All members of the National Board are Officers of the Association.

11.3 The National Board shall be elected to office in accordance with the rules and procedures set out in this Clause 11 and Clause 12.

11.4 The members of the National Board from time to time shall hold office for a term of two (2) years and shall be eligible to stand for re-election subject to the provisions of Clause 11.5.

11.5 To be elected as a member of the National Board, a person must:

11.5.1 as at the closing date for nominations for the relevant election, be recorded in the Association's Register of Members;

- 11.5.2** meet the eligibility requirements for being an officer of an incorporated society under the Act;
- 11.5.3** meet the eligibility requirements for being an officer of a charitable entity under the Charities Act 2005; and
- 11.5.4** in the case of the Young (Rangatahi) Representative, be between the ages of 16 and 25 as at the closing date for nominations for the relevant election.
- 11.6** A member of the National Board shall not be or have been an employee of any Branch or the Association or a labour-only contractor to any Branch or the Association, or have been engaged in any unresolved employment or other proceedings against any Branch or the Association, within the last twelve (12) months prior to the date on which the vote is to be cast in connection with that person's appointment.
- 11.7** A member of the National Board shall on election be subject to, and must act in accordance with, the Code of Conduct and the Act, including but not limited to acting in good faith and in the best interests of the Association, exercising powers for proper purposes only, exercising reasonable care and diligence, and not creating a substantial risk of serious loss to creditors.
- 11.8** Until elections are held in accordance with this Clause 11 and Clause 12 the members of the National Board shall be those persons holding office as at the date of adoption of this Constitution.
- 11.9** The members of the National Board as at the date of adoption of this Constitution shall retire from office at the date of the next Annual General Meeting of the Association following the date of adoption of this Constitution.
- 11.10** The Vice-Chairperson, two at large National Board members and the Young (Rangatahi) Representative appointed at the Annual General Meeting immediately following the adoption of this Constitution shall retire at the Annual General meeting in the following year (effectively having a one-year term). Such persons shall be eligible to stand for re-election as set out in Clause 11.4.
- 11.11** The order of retirement of the at large National Board members shall be determined by agreement, failing which the determination shall be made by lot.
- 11.12** Should any casual vacancy arise as a result of a National Board member ceasing to hold office prior to the expiry of the relevant term of office then that vacancy may be filled by resolution of the National Board, except in the case of a Branch Representative who shall be appointed by the relevant Branch, and that appointment shall be until the next Annual General Meeting. Any person so appointed shall:
 - 11.12.1** be entitled to vote; and
 - 11.12.2** retire at the next Annual General Meeting but at that meeting shall be eligible for election.
- 11.13** Notwithstanding the foregoing Clauses, a National Board member shall cease to hold office if he or she:
 - 11.13.1** at any time ceases to fulfil the eligibility requirements for being an officer of a charitable entity under the Charities Act 2005, or of an incorporated society under the Act; or
 - 11.13.2** retires from office by giving written notice to the National Board; or
 - 11.13.3** completes his or her term of office and is not re-elected; or
 - 11.13.4** refuses to act; or
 - 11.13.5** has his or her membership of the National Board terminated in accordance with Clause 11.16; or

11.13.6 is absent from three (3) consecutive ordinary meetings of the National Board without good reason or without the permission of the Chairperson; or

11.13.7 becomes physically or mentally incapacitated to the extent that he or she is unable to perform the duties of a National Board Member; or

11.13.8 becomes an employee or labour only contractor to any Branch or the Association.

11.14 It is expected that the composition of the National Board will include a majority representation of those Members who are Persons living with a Condition, and further, that a simple majority will comprise Members who have been diagnosed with a Condition. Notwithstanding this expectation, it is acknowledged that there are no requirements of this nature in relation to candidates for election and failure to achieve this expectation will not, of itself, affect the validity of an election.

11.15 Where, in the sole opinion of 80% of the National Board members excluding the Member concerned, a member of the National Board fails to comply with the provisions of the Code of Conduct in a significant, material or deliberate way to the extent that the failure to comply is disruptive of the operations of the National Board and/or the Association and has become detrimental to the achievement by the Association and/or National Board of its goals and effective operational management or is otherwise likely to bring the Association into disrepute, the National Board, through the Chairperson, may advise the Member of its opinion in this regard and invite the Member to comply with the notice or cease the activity or take action specified by the National Board in the notice.

11.16 If the Member to whom notice is given pursuant to Clause 11.15 does not cease the activity or take the action specified by the National Board within one (1) month of the date of the notice, the National Board may elect to terminate that Member's membership of the National Board.

12. ELECTION OF NATIONAL BOARD

12.1 All members of the National Board except for Branch Representatives shall be elected by postal voting or Electronic means, or a combination thereof, at the discretion of the National Board, and such voting shall be conducted in the manner set out in this Constitution.

12.2 The Association shall give notice calling for nominations for those positions for which elections are required not less than thirty-five (35) days before the Annual General Meeting of the Association for that Income Year. Such notice shall specify:

12.2.1 the method of making nominations;

12.2.2 the latest date by which nominations must be made and lodged with the Association or such other person as the notice directs; and

12.2.3 the type of biographical information required to accompany the nomination.

12.3 All nominations must be lodged with the Association not less than twenty-one (21) days before an Annual General Meeting. The nomination of a candidate for election shall be in writing sent to the Chief Executive Officer. In the case of nominations sent by post the nomination shall be signed by not less than two (2) Members with voting rights and endorsed by the candidate. In the case of nominations sent by Electronic means, the nomination shall advise the names of not less than two (2) with voting rights who support the nomination, and the nomination shall also confirm that the candidate wishes his or her name to go forward for nomination. A nomination shall include such biographical information as the Association has determined under Clause 12.2.3. A candidate may at any time, by notice, withdraw his or her nomination.

12.4 Those Members eligible to vote will be those Members recorded in the Association's Register of Members on the date upon which nominations close.

- 12.5** In the event that only sufficient numbers of nominations are received in respect of any particular position then no election shall be necessary, and the person(s) nominated shall be deemed to be duly elected.
- 12.6** Immediately after the closing date for nominations, the Association shall, where an election is required:
- 12.6.1** appoint a person to be the Returning Officer in respect of such elections; and
 - 12.6.2** give notice to each Member entitled to vote at the election containing:
 - (a) the closing date for the elections; and
 - (b) a list of the candidates for election accompanied by brief biographical notes relating to them; and
 - (c) a voting form or means of voting that contains information sufficient to identify the elector and that the elector has cast a vote; and
 - (d) the procedures to be followed in making a vote.
- 12.7** The Returning Officer shall be responsible for the supervision of the conduct of the election and for determining whether the votes have been validly cast.
- 12.8** Voting forms must be delivered to, or where votes are cast by electronic means received by, the Returning Officer no later than 4pm on the day preceding the Annual General Meeting.
- 12.9** Once the votes have been counted and the result of the election determined by the Returning Officer, the Returning Officer shall certify the result of the election and communicate the result of the election to the Chairperson, or to the Vice-Chairperson if the Chairperson is unavailable. The Chairperson or Vice-Chairperson shall declare the result of the election at the Annual General Meeting.
- 12.10** Young (Rangatahi) members voting for the Young (Rangatahi) representative must be between the ages of 16 and 25 as at the closing date for nominations for the relevant election.
- 12.11** A candidate may simultaneously accept nomination for elected Board Members and for Chairperson or Vice-Chairperson. If the candidate is elected as Chairperson or Vice-Chairperson and, but for this provision would also have been elected as a Board Member, that person shall be excluded from the ballot for elected Board Member and the other highest polling candidates shall be elected depending on the number of vacancies.
- 12.12** Before they can become an Officer, each candidate appointed to become a member of the National Board in accordance with this Constitution shall consent in writing to be an Officer and certify that they are not disqualified from being an Officer in a form prescribed by the Association from time to time.
- 12.13** A person is disqualified from becoming an Officer if that person is:
- 12.13.1** under 16 years of age;
 - 12.13.2** an undischarged bankrupt;
 - 12.13.3** 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;
 - 12.13.4** disqualified from being an officer of a charitable entity;
 - 12.13.5** convicted and sentenced for certain offending within the last 7 years (for example, crimes involving dishonesty, tax evasion, and money laundering);

12.13.6 subject to particular orders in New Zealand and overseas (for example, a banning order issued by the Court); or

12.13.7 unable to comply with any qualifications for Officers contained in this Constitution.

13. MANAGEMENT BY THE NATIONAL BOARD

13.1 The Association shall be governed by a National Board, elected or appointed in the manner set out in this Constitution.

13.2 Subject to this Constitution and the resolution of any General Meeting, the National Board may exercise all the Association's powers, other than those required by statute or by this Constitution to be exercised by the Association in General Meeting.

13.3 The National Board shall meet at least two monthly (but need only meet once in the December/January period) at such times and places and in such manner (including by telephone or video conference or analogous technologies) as it may determine and otherwise where and as convened by the Chairperson or Chief Executive Officer.

13.4 All National Board meetings shall be chaired by the Chairperson or in the Chairperson's absence by the Vice-Chairperson or in the absence of both of them by some other National Board member appointed for the purpose by the meeting, and any chairperson shall not have a casting vote.

13.5 The quorum for National Board meetings is at least half the number of the National Board members including at least fifty (50) per cent of the Branches which must be represented by their respective Branch Representative or appointee under Clause 11.1.

13.6 Only National Board members or appointees under Clause 11.1 who are present in person or by telephone or video link or analogous technologies shall be counted in the quorum and entitled to vote.

13.7 The National Board may act by resolution approved by not less than two thirds of the members of the National Board present at a meeting through a written ballot conducted by mail, or facsimile or email or analogous technologies.

13.8 Other than as prescribed by statute or by this Constitution, the National Board may regulate its proceedings as it thinks fit.

13.9 Members of the National Board shall:

13.9.1 subject to clause 21.5 be entitled to receive such honoraria or remuneration for their services as National Board members as may be approved by a general meeting; and

13.9.2 be entitled to be reimbursed by the Association for any reasonable actual expenses incurred by them on behalf of the Association.

13.10 Each National Board member shall within one (1) calendar month of submitting a resignation or ceasing to hold office deliver to that person's successor all books, papers and other property of the Association possessed by such former National Board member.

13.11 No National Board member shall be liable for the acts or defaults of any other National Board member or any loss occasioned thereby, unless occasioned by the wilful acquiescence of the first National Board member.

13.12 The National Board and each of its members and the Chief Executive Officer and any other Officer of the Association shall be indemnified by the Association for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their wilful default.

13.13 The National Board may co-opt any person to assist the National Board for a specific purpose, or for a limited period, or generally on such terms as the National Board

determines but for a term that in any event does not extend past the next Annual General Meeting.

13.14 The National Board may appoint such sub-committees to consider and attend to such business of the National Board or the Association as it sees fit and may determine the terms of reference and rules of procedure and conduct of any such sub-committees from time to time in its absolute discretion.

13.15 The National Board shall appoint by simple majority resolution a contact person to be the point of contact between the Association and the Registrar of Incorporated Societies. The contact person shall be at least 18 years of age and ordinarily resident in New Zealand (i.e. at minima usually living in New Zealand for the immediately preceding 12 months whether or not that person has on occasions been away from New Zealand during that period). An Officer may be the contact person. If there is a vacancy in the contact person position the National Board shall fill the position within twenty working days after the vacancy occurs.

14. CHIEF EXECUTIVE OFFICER

14.1 A Chief Executive Officer may be appointed by the National Board as the board's sole discretion. on such terms and condition of employment as the National Board may determine from time to time; that person may be paid such remuneration as the National Board may from time to time determine, in accordance with this Constitution and National Board protocols.

14.2 The Chief Executive Officer is an Officer of the Association, and as such shall comply with all provisions relating to Officers as set out in this Constitution and the Act, including but not limited to Officers' duties and eligibility requirements.

14.3 The Chief Executive Officer shall exercise such powers and discretions as are determined by the National Board on behalf of the Association from time to time.

14.4 A member of the National Board or any member of an Executive Committee of a Branch may not hold the position of Chief Executive Officer or otherwise be an employee of or a contractor to the Association or any Branch.

15. FINANCE

15.1 The National Board shall keep such books of account as may be necessary to provide a true and correct record of the Association's financial position.

15.2 The National Board shall maintain bank accounts in the name of the Association, and all paper or electronic banking forms and transactions shall be signed or authorised by two members of the National Board or, if so resolved by the National Board, by the Chief Executive Officer and one other person.

15.3 All handling of finances will be performed in accordance with generally accepted accounting principles and in compliance with the Charities Act 2005 and its amendments if any, or any legislation in substitution for that Act.

15.4 All accounts paid or for payment shall be submitted to the National Board for approval of payment, except that the National Board may delegate authority to its Chief Executive Officer to approve such payments up to a financial limit it may fix from time to time.

15.5 The Annual General Meeting each year shall appoint an auditor (who is a member of the New Zealand National Society of Accountants and not a member of the National Board) to audit the annual accounts of the National Board and provide a certificate of correctness of the same and, if any such auditor is unable to act, the National Board shall appoint a replacement auditor.

16. EXECUTION OF DOCUMENTS

- 16.1** Deeds and agreements to be executed by the Association pursuant to a resolution of the National Board shall be executed as follows:
- 16.1.1** an obligation that, if entered into by a natural person, would, by law, be required to be by deed may be entered into on behalf of the Association by two (2) or more Officers of the Association, or by the Chairperson whose signature must be witnessed, or by one (1) or more attorneys appointed by the Association; or
 - 16.1.2** an obligation that, if entered into by a natural person, is, by law, required to be in writing may be entered into on behalf of the Association in writing by a person acting under the Association's express or implied authority; or
 - 16.1.3** an obligation that, if entered into by a natural person, is not, by law, required to be in writing may be entered into on behalf of the Association in writing or orally by a person acting under the Association's express or implied authority.

17. GENERAL MEETINGS

- 17.1** The Association shall, no later than four (4) calendar months after the end of each Income Year, and in any event no more than fifteen (15) months after the date of the last Annual General Meeting of the Association, hold its Annual General Meeting, and shall at that meeting:
- 17.1.1** report on the operation of the Association during the preceding Income Year;
 - 17.1.2** present the annual report and duly audited consolidated financial statements in respect of that preceding Income Year;
 - 17.1.3** announce the names of all newly appointed Officers and members of the National Board;
 - 17.1.4** invite nominations from the floor and conduct elections for any positions which have not been filled through postal or electronic voting;
 - 17.1.5** appoint an auditor for the current Income Year;
 - 17.1.6** approve any National Board honoraria or remuneration;
 - 17.1.7** consider any matter or motion which may be submitted to the meeting, notice of which has been given in accordance with the provisions of Clause 17.3; and
 - 17.1.8** at the discretion of the Chairperson, consider any other general business raised at that meeting, but in respect of such general business no binding resolution of the meeting may be passed although the general sense of the meeting can be canvassed.
- 17.2** Not less than seventy (70) days' notice of the holding of the Annual General Meeting shall be given to every Member. The notice shall contain the date, time and place of the meeting and may also include the provisions relating to nominations for those positions for which elections are required referred to in Clause 12.1.
- 17.3** Not less than fourteen (14) days' prior notice in writing shall be given to every Member of the general nature of the business to be transacted at the Annual General Meeting.
- 17.4** All general meetings other than the Annual General Meeting shall be called Special General Meetings. The National Board shall convene a Special General Meeting of the Association on the requisition of:
- 17.4.1** the Chairperson and Deputy Chairperson for the time being of the Association; or

17.4.2 any five (5) members of the National Board; or

17.4.3 ten (10) per cent of the Members with voting rights.

17.5 Not less than twenty-one (21) days' notice of any Special General Meeting shall be given to every Member. The notice shall contain the date, time and place of the meeting and the general nature of the business to be transacted at the meeting.

17.6 The persons requisitioning any Special General Meeting must provide a statement to the Association setting out the purposes for which the meeting has been requisitioned and the specific agenda items proposed for such a meeting (including the proposed wording of all special resolutions to be voted on at the Special General Meeting).

17.7 No business shall be transacted at any Special General Meeting other than the business expressly referred to in the notice calling that meeting.

17.8 Any notice to be given under this Clause 17 shall be given by posting to each Member at the Member's last address shown on the Association's Register of Members or by any other means as the Association may determine, including by posting on its website, or any other Electronic means it may consider appropriate.

17.9 The accidental omission to give notice of a general meeting to a Member, or a failure to receive notice of a general meeting by a Member does not invalidate the proceedings at that meeting.

17.10 Any deficiency or irregularity in a notice of meeting will not invalidate anything done at the meeting if the Members present proceed with the meeting without protest as to the deficiency or irregularity or if all Members present and entitled to vote waive the deficiency or irregularity.

18. PROCEEDINGS AT GENERAL MEETINGS

18.1 No business may be transacted at a general meeting if a quorum is not present when the meeting proceeds to business.

18.2 The quorum required for any general meeting shall be twelve (12) Members with voting rights present in person and Branch Representatives representing no fewer than seventy-five (75) per centum of Branches. All present must complete and sign a record of attendance.

18.3 The Chairperson for the time being of the Association will be the chairperson of any general meeting and will preside over and have control over the meeting. If the Chairperson is not present within 15 minutes of the time appointed for holding a meeting, then the Vice-Chairperson or such other person appointed by the National Board shall be the chair. If none of those persons are present, then the General Members present shall elect one (1) of their number to substitute as the chairperson for that meeting.

18.4 To the extent that a vote is sought or required at any general meeting, not being in respect of a Special Resolution to which Clauses 19 or 20 otherwise applies, every Member with voting rights and Life Member shall have one (1) vote. Any Member with voting rights or Life Member may appoint a proxy and a proxy is entitled to attend, be heard and vote as if he or she were that Member provided that:

18.4.1 a proxy must be appointed by notice in writing signed by the appointor and the notice must state the appointment is for a particular meeting or a specified term;

18.4.2 no proxy is effective in relation to a meeting unless a copy of the notice of appointment is produced to the Chairperson before the start of the meeting; and

18.4.3 a proxy may only vote on resolutions noted in the Agenda for the meeting.

- 18.5** Subject to Clause 18.6, resolutions of the Association at meetings shall be decided by a simple majority of votes of Members present at the meeting in person or by proxy and entitled to vote.
- 18.6** A Special Resolution shall be required to:
- 18.6.1** approve a Major Transaction in accordance with Clause 7; or
 - 18.6.2** amend this Constitution in accordance with Clause 224; or
 - 18.6.3** wind up the Association in accordance with Clause 25.
- 18.7** Voting may be by voice or on a show of hands, except in the case of an election required under Clause 17.1.4 where voting shall be by a poll. The Chairperson of the meeting or any five (5) Members with voting rights present may also demand a poll on a resolution either before or after any vote. In respect of such poll:
- 18.7.1** each Member present and entitled to vote shall have one (1) vote;
 - 18.7.2** it shall be taken in the manner that the Chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded;
 - 18.7.3** if the poll is demanded on the election of a Chairperson or on the question of an adjournment it shall be taken forthwith and in respect of any other question shall be taken at that meeting at such time as the Chairperson determines;
 - 18.7.4** the demand for a poll may be withdrawn.
- 18.8** A declaration by the Chairperson that a resolution is carried by the requisite majority is conclusive evidence of that fact, unless a poll is demanded in accordance with Clause 18.7.
- 18.9** In the case of an equality of votes, the Chairperson shall not be entitled to a second or casting vote.
- 18.10** If within one (1) hour of the time appointed for an Annual General Meeting a quorum is not present, the meeting will stand adjourned to be re-convened seven (7) days after the date of the meeting. On that later day, the meeting will be held again at the same time and in the same place as the adjourned meeting. If a quorum is not present within one (1) hour from the time appointed for that adjourned meeting, the General Members present will constitute a quorum. If within one (1) hour of the time appointed for a Special General Meeting a quorum is not present then the Special General Meeting shall be abandoned.
- 18.11** Except as provided in this Constitution, any meeting may regulate its own proceedings.
- 18.12** The Association shall keep a proper record in a minute book of all decisions taken and business transacted at every general meeting.
- 18.13** Any minutes of the proceedings at a general meeting signed by the Chairperson of that meeting shall be prima facie evidence of those proceedings.
- 18.14** Notwithstanding anything else in this Constitution and except for Annual General Meetings, a written resolution is as valid as if it had been passed at a general meeting if it is approved by no less than 75% (or a higher percentage required by this Constitution) of the number of Members who are entitled to vote. Approval of a written resolution may be given by electronic means. The Association must, within 5 working days after a resolution is passed under this clause, send a copy of the resolution to each person who was entitled to vote who did not approve the resolution and on whose behalf the resolution was not approved.

19. POSTAL AND ELECTRONIC BALLOTS

- 19.1** Any resolution or Special Resolution of Members able to be passed at a general meeting may instead be passed by postal ballot or by Electronic means (or by a combination of postal and Electronic means) (a "ballot") conducted in accordance with this Constitution.
- 19.2** The National Board may determine that any resolution or Special Resolution be put to Members by way of ballot and, if so, the National Board shall:
- 19.2.1** appoint a person to be the Returning Officer in respect of such ballot;
 - 19.2.2** fix a closing date for the ballot;
 - 19.2.3** give notice to each Member entitled to vote on the resolution containing:
 - (a) the closing date for the ballot;
 - (b) the resolution to be voted on;
 - (c) the procedures to be followed in making a vote.
- 19.3** The Returning Officer shall be responsible for conducting the ballot, for supervising the conduct of the ballot and for determining whether the votes have been properly cast. Voting forms must be delivered to or, where votes are cast by Electronic means, received by the Returning Officer no later than 4 p.m. on the closing date for the ballot.
- 19.4** The notice of the ballot and other papers relating to the ballot are to be in the form determined by the National Board from time to time, but in each case must include an explanatory memorandum setting out the general effect of the resolution.
- 19.5** The accidental omission to forward papers relating to a ballot to any Member entitled to vote shall not invalidate that ballot.
- 19.6** Once the votes have been counted and the result of the voting determined by the Returning Officer, the Returning Officer shall certify the result of the voting and communicate the result to the Chairperson, or to the Vice-Chairperson if the Chairperson is unavailable within 48 hours after the closing date for the ballot. The Chairperson or Vice-Chairperson shall forthwith advise the National Board members and declare the result to the members within seven days of receiving the result.
- 19.7** The result of any ballot shall be as effective and binding on Members as a resolution passed at a meeting.

20. RELATIONSHIP WITH BRANCHES

- 20.1** The Association has established Branches within New Zealand and may establish further Branches from time to time.
- 20.2** The National Board may from time to time in its absolute discretion reallocate areas of coverage of Branches, and that power shall include power to split the area of a Branch, amalgamate Branches, and approve the incorporation of a new Branch(es) to cover part of the area previously covered by an existing Branch.
- 20.3** The National Board may place an existing Branch into recess from time to time and may require a Branch to be wound up.
- 20.4** Each Branch shall at all times comply with this Constitution so far as applicable, and each Branch shall supply to the National Board as and when requested all Branch membership and other information as shall be required from time to time by the National Board.
- 20.5** Subject to any directions from the Association, each Branch shall be responsible for promoting the objects of the Association within the area covered by that Branch.

- 20.6** Subject to any directions from the Association, each Branch shall be responsible for the management of its own affairs including meeting its own debts and other liabilities, and neither any Branch nor any creditor of any Branch shall have any claim on the funds or assets of the Association. No Branch shall have any power to pledge the credit of the Association.
- 20.7** No Branch shall join or affiliate with any other organisation without first obtaining the written approval of the National Board.
- 20.8** The rules or constitution of each Branch shall be in a form approved by the National Board, with a view to there being consistency between the Branches. The rules or constitution of each Branch may not be amended without the consent of the National Board. The rules or constitution of each Branch shall in particular provide for the following:
- 20.8.1** That each Branch shall also maintain a Register of Members of that Branch, which shall be divided into such membership categories as are referred to in Clause 9.2;
- 20.8.2** A Branch upon receiving any application for membership shall forward a copy of the same to the Association within fourteen (14) days of its receipt.
- 20.9** If, in the opinion of the National Board, any Branch fails to comply with this Constitution in any significant, material or deliberate way, or the operations of the relevant Executive Committee have become detrimental to the achievement of the Branch's or Association's objects or to the Association's reputation, the National Board may in its absolute discretion (but subject to policies which shall be produced by the National Board for addressing Branch compliance and performance), by written notice served on the Registered Office of that Branch dismiss the Executive Committee from the time of service of the notice and appoint a new Executive Committee who may but need not be members of the Branch. Such a new Executive Committee will hold office until the following Annual General Meeting of that Branch.
- 20.10** The National Board or some person or persons appointed by the National Board for the purpose shall have power to resolve any dispute between members of any Branch, between members of any Branch and their Executive Committee, or within any Executive Committee. The National Board and the person so appointed by the National Board shall have power to resolve that dispute in such manner as the National Board or the person so appointed thinks fit, as long as it follows the rules of natural justice, and any decision made in respect of such dispute by the National Board or the person so appointed shall be final and binding on all parties.

21. NO PERSONAL BENEFIT

- 21.1** Any income, benefit or advantage shall be applied to the charitable purposes of the Association within New Zealand.
- 21.2** No Member or associated person of a Member may gain any form of private income, benefit or advantage from the operations of the Association.
- 21.3** Any transactions between the Association and any Member, and the Association and any associated person of a Member, shall be at arms' length and in accordance with prevailing commercial terms on which the Association would deal with third parties not associated with the Association, and any payments made in respect of such transactions shall be limited to:
- 21.3.1** A fair and reasonable reward for services performed;
- 21.3.2** Reimbursement of expenses properly incurred;
- 21.3.3** Usual professional, business or trade charges; and
- 21.3.4** Interest at no more than current commercial rates.

- 21.4** No Member or associated person of a Member may take part in, be present at, or influence any decision made by the Association in respect of payments to or on behalf of such person of any income, benefit or advantage whatsoever.
- 21.5** No remuneration will be paid to a member of the National Board in his or her capacity as such (including any responsibilities as an officer) unless that remuneration has been authorised by a resolution of Members present at the Annual General Meeting or any Special General Meeting. Each such resolution will express the remuneration to be paid as a monetary sum per annum and/or per meeting attended payable either to all members of the National Board taken together or to any person who from time to time holds any specified office on the National Board.
- 21.6** For the purpose of this Clause 21, "associated person" means any person who is:
- 21.6.1** an Officer or Member of the Association;
 - 21.6.2** a shareholder or director of any company carrying on any business or with the Association;
 - 21.6.3** a settlor or trustee of any trust which is a shareholder of any company carrying on any business of or with the Association; or
 - 21.6.4** an associated person (as defined by the Income Tax Act 2007) of any such settlor, trustee, shareholder or director.

22. INTERESTS REGISTER

- 22.1** An Officer who is interested in a matter relating to the Association must disclose details of the nature and extent of the interest to the National Board as soon as practicable after the Officer becomes aware that they are interested in the matter. The National Board shall keep and maintain an interests register recording all Officer interests.
- 22.2** An Officer who is interested in a matter relating to the Association must not take part in any deliberations relating to that matter or vote or take part in a decision of the National Board relating to that matter. That Officer shall not be counted for the purpose of determining whether there is a quorum at the meeting deciding that matter.

23. DISPUTE RESOLUTION

- 23.1** Any dispute between Members of the Association, Members and Officers, Officers, or Members or Officers and the Association, relating to the Member's or Officer's or Association's behaviour in relation to the Association and its activities, may be referred to the National Board by submitting a written complaint specifying that the referring party is starting a procedure for resolving a dispute in accordance with this Constitution, and setting out the allegation to which the dispute relates and whom the allegation is against. The complaint shall contain enough information to ensure that the person against whom an allegation is made is provided with sufficient details to enable them to understand the dispute and prepare a response.
- 23.2** The concerned parties shall first try to resolve the dispute by good faith negotiations. Each party has the right to be heard by the National Board, either in writing or orally, before the complaint is resolved or any outcome is determined.
- 23.3** The National Board may decide not to proceed further with the complaint, take disciplinary actions as required, or refer the complaint to mediation and/or arbitration.
- 23.4** The National Board shall comply with the rules of natural justice in any dispute resolution processes under this Constitution.

24. ALTERATION OF CONSTITUTION

24.1 Subject to Clause 24.2 all amendments to this Constitution shall only be made with the approval of a Special Resolution.

24.2 No amendment shall be made to this Constitution which:

24.2.1 is inconsistent with the Act;

24.2.2 changes the Association's Constitution so that the Association no longer holds charitable status under the Charities Act 2005;

24.2.3 changes this Clause 24.2;

24.2.4 changes the restrictions requiring that a Major Transaction is approved or is contingent upon approval by way of Special Resolution;

24.2.5 changes the requirement for a Special Resolution (as defined from time to time) in Clause 18.

25. WINDING-UP

25.1 The Association may be wound up under the provisions of the Act.

25.2 If the Association is wound up the surplus assets after payment of all debts, costs and liabilities shall be disposed of for such charitable purposes in New Zealand relating to the assistance of persons with Conditions as may be determined in accordance with the statute or resolution to wind up, but no distribution shall be made to any Member.