



RULES CONSTITUTION OF

GS1 NEW ZEALAND INCORPORATED

DRAFT

3-December 202408

**RULES CONSTITUTION OF
GS1 NEW ZEALAND INCORPORATED**

1. NAME

The name of the Association shall be GS1 New Zealand Incorporated ("the Association").

2. OBJECTS

The Association's objects are to:

- 2.1 Administer the GS1 International System in New Zealand in accordance with the licence contract between GS1 International and the Association;
- 2.2 Foster and promote the development of an internationally unified product and symbolising system including bar codes for the purposes of automated reading, recording, scanning, ordering and invoicing of stock, stock control, sales analysis and any purpose considered useful or beneficial for productivity and accuracy;
- 2.3 Foster and promote the wide use of electronic data interchange and electronic commerce by businesses in New Zealand both with domestic and foreign trade partners;
- 2.4 Provide Licences and Rights to Use to applicants, including the provision of all appropriate services and assistance in accordance with the terms of the Licence or Right to Use;
- 2.5 Liaise with and, where appropriate, seek representation on, other associations or bodies having compatible aims, interests and objects;
- 2.6 Obtain the assistance of any group, individual or body as may be considered desirable to administer the GS1 International System in New Zealand; and
- 2.7 Do all things needed to further the activities and objects of the Association.

3. REGISTERED OFFICE

The registered office of the Association ~~is at 262 Thorndon Quay,~~ will be in Wellington or in such other place as the Board may from time to time determine.

4. INTERPRETATION

"Act" means the Incorporated Societies Act 2022;

"Board" means the governing board of the Association;

"GS1 Number" means internationally compatible identification numbers as authorised by GS1 United States or GS1 International (being the respective bodies that administer GS1 numbering);

"GS1 System" means the product numbering and symbolising systems developed by GS1 United States and by GS1 International which have or will become unified as a single global product numbering and symbolising system;

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“Honorary Member” means an individual, incorporated or unincorporated body granted Honorary Member status pursuant to [Ruleclause 12](#);

“Licence” means a licence to use a GS1 Number and the associated services provided by the Association;

“Licensee Member” means an individual, incorporated or unincorporated body that holds a Licence which has been granted pursuant to [Ruleclause 9.1](#);

“Right to Use” means a right granted by the Association pursuant to [Ruleclause 10](#), to use a GS1 Number and the associated services provided by the Association;

“Member” means:

- (a) A Voting Member of the Association pursuant to [Ruleclause 5](#);
- (b) A Licensee Member pursuant to [Ruleclause 9](#);
- (c) A Right to Use Holder pursuant to [Ruleclause 10](#);
- (d) A Trade Partner Member pursuant to [Ruleclause 11](#); and
- (e) And Honorary Member pursuant to [Ruleclause 12](#); and

for the avoidance of doubt, “Membership,” where used throughout the [RulesConstitution](#), means the state of being any such Member.

“Right to Use Holder” means an individual, or incorporated or unincorporated body, that for religious reasons cannot be a Licensee Member so called, but is granted a Right to Use GS1 Numbers pursuant to [Ruleclause 10](#) and who is subject to the obligations and benefits provided for in [Ruleclause 9](#) in all respects except that for the purposes of applying [Ruleclause 9](#), the terms “Licensee Member” and “Membership” where used in that [Ruleclause](#) shall be replaced by “Right to Use Holder” and “Right to Use” respectively.

“Trade Partner Member” means any individual, incorporated or unincorporated body which may not qualify as a Voting Member, Honorary Member, or Licensee Member under [Ruleclause 4](#) but which, in the opinion of the Board, has an interest in product numbering, electronic trading or any of the Association’s objects and which has been accepted as a Trade Partner Member of the Association pursuant to [Ruleclause 11](#).

“Voting Member” means an incorporated or unincorporated body which is a Member of the Association by virtue of being accepted as a Voting Member of the Association pursuant to [Ruleclause 5](#).

5. VOTING MEMBERS

5.1 Any organisation, incorporated or unincorporated body which:

- (a) Represents the interests of an industry or business sector; or
- (b) In the opinion of the Board, represents a large number of businesses within a particular industry; and
- (c) Is a [consenting and](#) financial Member of the Association; and

which is active or has an interest in product numbering, electronic trading or upholding and supporting any of the Association's interests and objectives, may apply for voting Membership of the Association, in any form prescribed by the Board.

5.2 The Board will consider any application for Voting Membership and will determine whether to accept or reject the application in accordance with its criteria, which is available upon request prior to or following an application. The Board ~~is not required to give any reason for a decision to reject an application—will provide brief written reasons to a rejected applicant and will provide the opportunity for a single review of a rejected application upon written request.~~

5.2 Upon the Board determining that the applicant should be accepted as a Voting Member and upon written consent from and payment by the applicant of any fees or subscription set by the Board, the applicant will become a Voting Member of the Association.

5.3 Each Voting Member shall have one vote.

5.4 Voting members shall ensure their vote is applied in a manner that is representative of the various industry sectors they represent.

~~5.5 The Voting Members of the Association are listed in a Schedule to these Rules. The Schedule will be updated from time to time as directed by the Board exercising its rights and responsibilities under these Rules and such updates shall not be considered an "Alteration" as defined by Rule 26.~~

~~5.5 The Voting Members of the Association are listed in the Member Register which shall be held, maintained and updated regularly by [] so as to accurately reflect membership of the Association. The Member register is available to Members upon written request~~

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6. VOTING MEMBERS' MEETINGS

6.1 An Annual General Meeting of the Association will be held within 6 months of the close of each financial year at a time and place determined by the Board.

6.2 Special General meetings may be called by the board or upon the written request of at least four Voting members, specifying the business to be discussed. The Board will call a Special General Meeting within 30 days of receipt of such a request.

6.3 Notice of Annual General Meeting shall be mailed, electronically or by post, to all Voting Members not later than 28 days prior to the date of the meeting.

6.4 Notice of Special General Meeting, specifying the reasons for which it is convened shall, subject to clauses 26.1 and 27.2, be mailed, electronically or by post, to all Voting Members not later than 28 days prior to the date of the meeting.

~~6.5 Annual and Special General Meetings may be held and Members may participate (solely or as a hybrid of both in person and virtual) via telephone, video or web conferencing facilities. All the provisions in this clauses relating to meetings shall apply to virtual meetings and Members attending by virtual means.~~

6-46.6 Except as permitted under Ruleclause 6.78, two thirds in number of the Voting Members present by proxy or by representative, shall form a quorum at any Annual General Meeting or Special General Meeting.

6-56.7 If half an hour after the time appointed for the meeting a quorum is not present, the meeting shall be adjourned to a day and time appointed by the Chairperson and at such adjourned meeting the Voting Members present by representative or by proxy shall be a quorum for the transaction of business.

6.8 Notice of such adjourned meeting shall be given in the same manner as for an original notice except that the period of notice shall be not less than 7 days and the notice shall state that the Voting Members present by representative or by proxy at the adjourned meeting whatever their number shall form a quorum.

6.9 The Association may pass resolutions in lieu of a General Meeting, and a written resolution is as valid for the purposes of the Act and the Ruleclauses as if it had been passed at a General Meeting if it is approved by no less than 75% of the Voting Members voting on the resolution. A written resolution may consist of one or more documents in similar form (including but not limited to letters, electronic mail or other similar means of communication) each proposed by or on behalf of one or more Voting Members. A voting Member may give their approval to a written resolution by signing the resolution or giving approval to the resolution by electronic means.

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7. VOTING

7.1 Only Voting Members who have consented to Membership and who have paid subscriptions to the Association up to and including the immediately preceding financial year shall be eligible to vote at Annual and Special General Meetings.

7.2 Voting Members may appoint one representative to attend Annual and Special General Meetings and vote on their behalf.

7.3 Unless a poll is called, and except for the ballot for election of Board Members as required under Ruleclause 13, voting shall be by a show of hands. Unless otherwise stated in this Rule Constitution, all resolutions shall be determined by a simple majority of votes.

7.4 At all meetings the Chairperson will have a deliberative and, where necessary, casting vote.

7.5 At Annual or Special General Meetings, any Voting Member can request that any resolution be determined by a poll. On a poll, votes may be given either personally or by proxy.

7.6 A form of proxy, approved by the Board, shall accompany every notice of Annual or Special General Meeting together with a statement that a Voting Member is entitled to appoint a proxy to attend and vote on the Voting Member's behalf. The instrument appointing a proxy confers on a person appointed, the authority to speak at the meeting.

7.7 Where appropriate a Voting Member of the Association may authorise any person to act as its representative at any Annual or Special General Meeting of the Association and the

person authorised shall, upon presentation of evidence satisfactory to the Chairperson of that meeting, be entitled to exercise all or any powers on behalf of that Member.

8. RESIGNATION/CANCELLATION OF VOTING MEMBERSHIP

- 8.1** Any Voting Member of the Association may resign from Membership by giving 3 months' notice (or such lesser period as may be acceptable to the Board) of intention to resign. The Member shall be liable for the payment of all subscriptions up to the date on which the resignation takes effect.
- 8.2** The Board has the power to determine that any Voting Member will cease to be a Member of the Association if that Voting Member is at least 6 months in arrears of payment of the annual subscription.
- 8.3** Any Voting Member that has committed a breach of the ~~Rule~~clauses or has not complied with the Board's Governance requirements or with a resolution of the Association or the Board or whose conduct or performance is in the opinion of a meeting of Voting Members injurious to the best interests of the Association may be requested to resign from the Association. If that resignation is not received within 14 days that Voting Member may have its Membership cancelled. Such action shall not be taken until an investigation of the matter, in accordance with the principles of natural justice, has been made and reported to Voting Members present at a General Meeting, called to consider the cancellation of Membership, and a resolution passed by a two thirds majority present in person or by proxy at the meeting.
- 8.4** The Board has the power to cancel the Voting membership status of a Member if that Member or its activities cease to have strategic relevance to the interests of the Association ~~or are represented via other channels, - however~~In such cases, the Membership may continue in a non-voting capacity.

9. LICENSEE MEMBERS

- 9.1** In furtherance of the Association's objects, the Board may, upon receipt of an application ~~and~~ consent in the form prescribed by the Board for the allocating of a recognised GS1 Number and upon payment of an initial and/or annual Licence fee or subscription determined by the Board, grant to that applicant a Licence to use the allocated GS1 Number subject to the terms of the Licence from time to time determined by the Association.
- 9.2** No Licensee Member shall be entitled to vote at a General Meeting unless that Licensee Member has also been accepted as a Voting Member of the Association under this ~~Rule~~clauses.
- 9.3** Licensee Members shall be entitled to receive from the Association all reasonable information, advice and assistance available in connection with the use of its GS1 Number, the product numbering and symbolising system and in relation to electronic trade generally.

9.4 The Board shall have the power to terminate any Licence if a Licensee Member is in arrears in payment of the annual Licence fee or subscription, or if a Licensee Member has failed, upon notice requiring to do so, to perform any other terms of the Licence.

9.5 A Licensee Member may terminate its Licence in accordance with the requirements set out in the GS1 Cancellation policy as varied internally from time to time by the Board and/or Management, and which is available to Licensee Members upon written request.

9.6 Licensee Members of the Association are listed in the Member Register which shall be held, maintained and updated regularly by [] so as to accurately reflect membership of the Association. The Member register is available to Members upon written request.

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10. RIGHT TO USE HOLDERS

10.1 Where an application is made and consent provided pursuant to Ruleclause 9.1 which originates from an application that for religious reasons cannot enter into a GS1 Licensee Membership so called, the Board may grant to the applicant a Right to Use the allocated GS1 Number(s) subject to terms and conditions determined from time to time by the Association and applied to Licensee Members.

10.2 The provisions of Ruleclause 9 shall apply in all respects to the applicant described in Ruleclause 10.1 except that for the purposes of applying Ruleclause 9 the terms "Licensee Member" and "Membership" where used in that Ruleclause shall be replaced by the terms "Right to Use Holder" and "Right to Use" respectively.

~~10.2~~ Right to Use Members of the Association are listed in the Member Register which shall be held, maintained and updated regularly by [] so as to accurately reflect membership of the Association. The Member register is available to Members upon written request.

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11. TRADE PARTNER MEMBERS

11.1 In furtherance of the Association's objects, the Board may, upon receipt of an application and consent in the form prescribed by the Board for Trade Partner Membership, and upon payment of the appropriate subscription determined by the Board, accept that applicant as a Trade Partner Member of the Association on the terms from time to time prescribed by the Board.

11.2 No Trade Partner Members shall be entitled to vote at a General Meeting.

11.3 Trade Partner Members shall be entitled to received from the Association all reasonable information, advice and assistance available in relation to electronic trade generally.

11.4 The Board shall have the power to terminate any Trade Partner membership if a Trade Partner Member has failed, upon notice requiring it to do so, to perform or to observe any other terms of its Trade Partner Membership status.

11.5 A Trade Partner Member may terminate its Membership in accordance with the requirements set out in the GS1 Cancellation policy, as varied internally from time to time by the Board and/or Management.

11.6 Trade Partner Members of the Association are listed in the Member Register which shall be held, maintained and updated regularly by [] so as to accurately reflect membership of the Association. The Member register is available to Members upon written request.

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12. HONORARY MEMBERS

12.1 The Board may grant Honorary Membership status to a consenting person or body whose qualifications, achievements or contributions to the general objects of the Association are considered by the Board to warrant Honorary Membership.

12.2 No Honorary Member shall be entitled to vote at a General Meeting and no subscription is payable by an Honorary Member.

12.3 The Board may at any time, in its discretion, revoke any Honorary Membership.

12.4 An Honorary Member may resign from Membership at any time. Termination will take effect when the Honorary Member notifies the Association of its resignation.

12.5 Honorary Members of the Association are listed in the Member Register which shall be held, maintained and updated regularly by [] so as to accurately reflect membership of the Association. The Member register is available to Members upon written request.

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13. BOARD

13.1 The Association shall be governed by a Board consisting of not less than 7 nor more than 10 Members.

13.2 The Chief Executive Officer shall have the right to attend and speak at Board meetings but shall not have the right to vote.

13.3 When casting votes for Membership of the Board, Voting Members shall have regard to the Association's desire that the composition of the Membership of the Board provide a reflection of the industry sectors which are strategically relevant to GS1 New Zealand's interests and objects, that Board Members should generally be senior executives, and in all cases shall have the relevant experience to discharge their duties and obligations.

13.4 Nominations for the Board shall be called for by the Chief Executive Officer in the notice of an Annual General Meeting, or where appropriate in a notice of Special General Meeting.

13.5 Nominees for election must be employed by, or be a representative of, an organisation that is a financial Member of the Association. Although any such person can be nominated, and there is no limit to the number of nominees, those making nominations shall take into account the requirements of Ruleclauses 13.1 and 13.3.

13.6 Nominations to the Board shall be made by the Chairperson (if not a Voting Member), or by Voting Members if seconded by a Voting Member other than the nominating Member, and must be received by the Association at least 14 days before the Annual General meeting or Special General Meeting.

13.7 Board Members shall be elected by a ballot of Voting Members at an Annual General Meeting or Special General Meeting, and a Board Member shall be considered appointed if so elected by a majority of Voting Members.

13.8 The Board will from time to time appoint by majority vote either:

a) one of the Board Members; or

b) an independent person whose expertise is strategically relevant to the Association,

~~13.8~~ -to be the Chairperson and one to be the Deputy Chairperson of the Board. The Board may from time to time remove a Board Member from the office of Chairperson or Deputy Chairperson of the Board.

13.9 If the office of Chairperson or Deputy Chairperson becomes vacant or if any other vacancy arises on the Board, the Board has power to appoint a temporary replacement for such office until an election can be held at an Annual or Special General Meeting.

13.10 By rotation, approximately one half of the Board will be retired and eligible for re-election each year. Each Member of the Board shall hold office for two years, at which time s/he will retire but shall be eligible for re-nomination and re-election.

13.11 In addition to the maximum specified in Ruleclause 13.1, the Board may appoint temporary Board members to the Board for special purposes. Members appointed by the Board for a special purpose shall hold office for such period as determined by the Board. The Board may re-appoint such temporary Board Members for further periods of up to one year if the Board considers such re-appointment appropriate. Temporary Members of the Board shall have all the rights, duties and responsibilities as elected Members of the Board, including one vote at Board Meetings, but at the discretion of the Board need not be employed by, or representative of, organisations which are financial Members of the Association.

13.12 If an elected Board Member ceases employment in the sector or interest to the Association, or if their employer ceases to be a financial Member of the Association, or if a Board Member so chooses, that Board Member shall notify the Chairperson in writing and tender their resignation as a Board Member. A temporary replacement for such office may be appointed by the Board in accordance with clause 13.9.

14. BOARD MEETINGS

14.1 Board meetings will be held at approximately three-monthly intervals or more often if required.

14.2 Subject to Ruleclause 14.1, Board meetings shall be held by order of the Chairperson, or on request to the Chairperson or Chief Executive Officer by two Members of the Board.

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- 14.3 The Chief Executive Officer will, upon receiving a request under [Ruleclause 14.2](#), call a meeting of the Board on the earliest convenient date.
- 14.4 Ever Member of the Board shall receive at least 10 days' notice of Board meetings.
- 14.5 Half in number of the Board Members shall form a quorum and each Board Member shall be entitled to one vote.
- 14.6 Any Board Member shall at any Board meeting at which the matter is first raised, declare the nature of any pecuniary interest or conflict of interest that he or she may have, either directly or indirectly, in any matter to be considered by the Board. [Conflicts will be minuted and recorded in the Conflicts Register.](#)
- 14.7 The Board may conduct meetings by telecommunication or electronic means provided the provisions relating to Board meetings are followed.

15. POWERS OF THE BOARD

- 15.1 The Board shall have the power to:
- (a) Raise, invest, guarantee or borrow funds as the Board sees fit;
 - (b) Remunerate any individual, group or body for services to the Association and pay all the expenses of the Association;
 - (c) Purchase, sell, manage, lease, mortgage, dispose of or otherwise deal with all or any part of the assets of the Association;
 - (d) Appoint committees, sub-committees and ad-hoc committees as required to carry out the work of the Association and to delegate any of its powers to such committees;
 - (e) Do all things which it may consider necessary or expedient in the interests of the Association and which are not expressly required to be done by Members in a General Meeting;
 - (f) Employ and dismiss staff or delegate the employment and dismissal of staff to the Chief Executive Officer.

16. BOARD INDEMNITY

Each Member of the Board is indemnified out of the assets of the Association in respect of liability (not being criminal liability) to any person (other than the Association) for any act or omission in his or her capacity as a member of the Board and for all costs incurred by a member of the Board in defending or settling any claim or proceedings relating to any such liability.

17. REMOVAL OF OFFICERS

Any Member of the Board who has failed to attend three or more consecutive Board meetings without reasonable excuse acceptable to the Chairperson, or who has committed a breach of the Rule clause or has not complied with the Board's governance requirements or with a resolution of the Association or the Board, or whose conduct or performance is in the opinion of a majority of the Board injurious to the best interests of the Association, may be removed from office by a vote of the majority of Board Members. The Board member who is the subject of such process has the right to be present with representation and be heard by the Board prior to the Board making its decision.

18. CHAIRPERSON

18.1 The Chairperson shall preside at all meetings of the Board and the Association and may be remunerated for that service as determined by a majority vote of the Board.

18.2 The duties of the Deputy Chairperson are to assist the Chairperson and, in the absence of the Chairperson, to act in place of the Chairperson.

18.3 The Chairperson and Deputy Chairperson shall perform the duties of the "contact person" under the Act.

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19. CHIEF EXECUTIVE OFFICER

19.1 A Chief Executive Officer shall be appointed by the Board on terms to be determined by the Board.

19.2 The duties of the Chief Executive Officer shall be to carry out all acts, matters or things as may be required by the Chief Executive Officer's employment contract.

20. BANK ACCOUNT

A bank account in the name of the Association shall be operated at a bank to be decided by the Board and shall be operated by signatories appointed by the Board.

21. AUDITOR AND ASSURANCE
~~21.~~

21.1 At each Annual General Meeting, Voting Members shall either appoint or approve the process of appointment by the Board of an Auditor.

21.2 The Association will have its annual financial statements audited each year.

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22. FINANCIAL YEAR

The financial year of the Association will end on the 31st day of August in each calendar year.

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23. ANNUAL REPORT

The Association will prepare annual financial statements that comply with the relevant legislation or regulation and in the timeframes required. If no requirements exist in legislation or elements are unclear, the Association will prepare Financial Statements on a

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basis it deems sufficient to provide Members and other stakeholders with enough information to understand the financial performance and position of the Association.

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23.24. ACCOUNTS

The accounts of the Association shall be kept by the Chief Executive Officer under the supervision of the Board, but any Voting Member may inspect the accounts at any reasonable time upon written request.

24.25. SUBSCRIPTIONS

Each Member of the Association except Honorary members shall pay an annual subscription to the Association. The amount and manner of payment of the annual subscription shall be determined from time to time by the Board.

25. SEAL

~~25.1 There shall be a common seal of the Association which shall be under the control and custody of the Chief Executive Officer.~~

~~25.2 The seal shall not be affixed to any document except in accordance with a resolution of the Board.~~

~~25.3 The seal shall be affixed in the presence of either:~~

~~(a) Any two Members of the Board; or~~

~~(b) The Chief Executive Officer and any one Member of the Board.~~

26. METHODS OF CONTRACTING

~~26.1 A contract or other enforceable obligation may be entered into by the Association as follows:~~

~~(a) 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 in writing signed under the name of the Association by:~~

~~i. Two or more Board Members; or~~

~~ii. One Board Member or other delegated person or persons whose signature(s) must be witnessed;~~

~~(b) 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 or persons with appropriate delegated authority (express or implied);~~

~~(c) 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 verbally by a person acting under the Association's express or implied authority.~~

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27. DISPUTE RESOLUTION

~~27.1 Subject to clause 8 in relation to Voting Members, disciplinary action may be brought against any other Member or Board Member of the Association who:~~

- (a) Does not comply with the Constitution;
- (b) Does not comply with Board regulations as may be determined by the Board from time to time;
- (c) Acts in a manner inconsistent with the Association's objects (including but not limited to failing to declare potential or actual conflicts of interests, or who has interests of a nature of extent that such interests are considered to sufficiently hinder their proper functioning on the Board;
- (d) Improperly deals with any funds of the Association; or
- (e) In any other way wilfully brings the Association or any of its Members into disrepute.

27.2 A complaint against a Member or Board Member for any of the above reasons shall first be communicated in writing to the Chairperson of the Board. The Chairperson shall, in the first instance and so long as they are not the complainant or respondent, try to resolve the matter with the Members concerned. If this is not possible or does not resolve the matter the Chairperson shall refer the complaint to the Board. Where the Chairperson is the complainant or the respondent, the matter shall be dealt with by the Deputy Chairperson in accordance with this clause 27. The Board may settle the matter itself or may appoint a grievance committee to deal with the complaint.

27.3 The Board or any grievance committee established by the Board shall, throughout an inquiry, observe the principles of natural justice and in particular:

- (a) Must make promptly available to the parties involved full details of the nature of the inquiry and of the allegations made;
- (b) Must give any party against whom allegations are made, at least 14 days' notice of a hearing. Any Member or Board member being interviewed by the Board or the grievance committee shall be entitled to have a representative of his or her choosing present;
- (c) The Board shall have the power, if it finds that a complaint is proven, to impose a financial penalty, issue a written warning or expel a Board member or Member from the Association.

27.4 During the dispute resolution process the complainant shall:

- (a) Not be able to be a member of the grievance committee;
- (b) Adhere to any conditions as may be imposed upon the complainant by the Board or grievance committee;
- (c) If the complainant is a Board Member shall not be able to vote or have any decision-making power as a Board member in relation to any dispute by or against

the complainant nor be able to attend that section of a Board meeting where the issue of the dispute is discussed by the Board unless that person is invited to do so by a majority decision of the Board.

27.5 The decision and reasons will be communicated to the complainant who may then, within 7 days after receiving a notification of a decision appeal to the Board against the decision and/or recommendation and the Board shall determine such appeal with accordance with principles of natural justice.

27.6 The Board shall determine whether the decision shall stand or be modified or whether the penalty shall be adopted or modified and in reaching a decision on an appeal the Board shall attempt to reach a decision by consensus, but if a consensus cannot be reached the Board shall decide the matter by Special Board Resolution. The decision of the Board shall then be final and binding on all the parties.

27.7 If a Member or Board Member is facing a complaint and travels to appear before the Board or grievance committee he, she or it shall meet his, her or its own travel costs.

27.8 If the Board or the grievance committee finds that any complaint or allegation has been made maliciously or vexatiously, or that no case has been proven, the Board or grievance committee may make the Member or Board Member bringing such a complaint, liable for all or part of the costs of the inquiry, including those of the Member or Board Member facing the complaint, by resolution to that effect voted for by a consensus of the Board or by Special Board Resolution.

26-28. ALTERATION OF RULES CONSTITUTION

26-28.1 Subject to Rule Clause 286.2 no alteration, amendment, addition or deletion to this Rules Constitution shall be made except upon the resolution of two thirds of the Voting Members present by proxy or by representative at a general meeting of the Association. Notice of any General Meeting at which it is proposed to alter, amend, add to or delete from this Rules Constitution must be circulated to Voting Members 28 days prior to the date of the meeting.

26-28.2 Minor amendments, being those having no more than a minor effect or that correct errors, may be made to the Rules Constitution by a simple majority vote at any general meeting in accordance with section 31 of the Act.

26-328.3 No alteration, amendment, addition or deletion is to be made to Rule clause 287 which would jeopardise the Association's status as a non-profit body for the purposes of the Income Tax Act 2007.

27-29. WINDING UP

27-29.1 Any resolution to wind up the Association must be passed by 75% of Voting Members voting in favour of the resolution by representative or by proxy at a General Meeting specifically called to consider the matter. Upon passing of such a resolution the Board will appoint a liquidator to conduct the winding up process.

Commented [FL5]: We recommend increasing the threshold to 75% for amendments (other than minor amendments) to the Constitution

~~27.2~~29.2 Notice of any General Meeting at which it is proposed to wind up the Association must be circulated to Members 28 days prior to the date of the meeting.

29.3 Upon the winding up of the Association each Member's liability shall be limited to the amount of annual subscriptions and levies due from that Member at the date of winding up.

~~27.3~~ If upon the winding up of the Association and the settlement of all liabilities there remain any assets, these shall be dealt with as directed by the General Meeting. The Members of the Association are entitled to divide between them the property of the Association on its dissolution. Alternatively, if agreed by a majority vote of the Voting Members, present, by proxy or by representative, at the General Meetings all remaining assets may be transferred to some institution having objects similar or in part similar to the objects of the Association. Such an organisation is to be determined by the General Meeting before the commencement of the winding up, and if no agreement can be met, by the High Court of New Zealand.

29.4 ~~If~~ upon the winding up of the Association and the settlement of all liabilities there remain any assets, these shall be transferred to a charitable or non-profit society or organisation having similar objects to those of the Association in New Zealand, or for such purposes in New Zealand as may be determined in accordance with Act or any amendments or revisions thereof, or resolution to wind up, but no distribution shall be made to any Association Member.

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Commented [FL6]: There is no ability for Members to receive any monies upon dissolution of the Association

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SIGNED by the following Voting Members on the day of 20082024