

CONSTITUTION

OF THE

MEAT INDUSTRY ASSOCIATION OF NEW ZEALAND (INCORPORATED)

September 2025

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1. Name

The name of the society is “Meat Industry Association of New Zealand (Incorporated)”.

2. Application of Constitution

2.1 The Members of the Association intend to apply for reregistration under the Incorporated Societies Act 2022 (the Act) following the approval of this Constitution.

2.2 This Constitution comes into operation on the date of the Association’s reregistration under the Act.

3. Interpretation

(a) “Act” means the Incorporated Societies Act 2022.

“Affiliate” means any person elected as an Affiliate of the Association under clause 6.5 and “Affiliation” has a corresponding meaning. References to Members do not include Affiliates.

“Annual General Meeting” means the meeting of the Association each year provided under clause 17.1.

“Association” means Meat Industry Association of New Zealand (Incorporated).

“By-Laws” means by-laws made under clause 22.

“Chairperson” means the Chairperson of the Association appointed under clause 14 or chosen under clause 16.

“Chief Executive Officer” means the Chief Executive Officer appointed under clause 21.

“Commencement Date” means the date from which the Council resolves that the levy for the Strategic Initiative Fund is payable by Processors.

“company” includes a body corporate.

“Constitution” means this constitution for the time being in force.

“Contact Person(s)” means the contact person(s) of the Association as duly appointed by the Council under clause 14.7.

“Council” means the Council of the Association elected or appointed under clause 14.

“Council Meeting” means a meeting of the Council.

“Council member” means any individual elected or appointed to the Council under clause 14.

“CPI” means the Consumer Price Index published by Statistics New Zealand (or similar or equivalent index if that index ceases to be published) for the period ending 31 March in each year.

“Executive” means any current or former officers, employees or contractors of the Association.

“Financial Year” means from 1 July in one year to 30 June in the following year.

“General Meeting” means an Annual General Meeting or Special General Meeting of the Association.

“In writing” means communication by way of letter, facsimile or email.

“Levy Year” means from 1 October in one year to 30 September in the following year.

“Meat” means meat from sheep, cattle or goat.

“Meat co-products” and “co-products” means tissue or other material taken or derived postmortem from sheep, cattle or goat.

“Member” means any person elected a member of the Association under clause 6 other than an Affiliate and “Membership” has a corresponding meaning.

“Office” means the Registered Office of the Association.

“Ordinary Resolution” means a resolution of Members or members of Council passed by a simple majority of the votes of those Members or members of Council (as the case may be) entitled to vote and voting on the question.

“Processor” means a primary processor, as defined under the Animal Products Act 1999, of Meat.

“Registered Exporter” means an exporter of Meat or Meat co-products currently registered under Part 5 of the Animal Products Act 1999.

“Renderer” means any person or entity engaged in rendering as a secondary processor, as defined under the Animal Products Act 1999.

“Special General Meeting” means the meeting of the Association provided under clause 17.3.

“Special Resolution” means a resolution of Members or members of the Council (only in respect of clauses 6.7(b), 14.5 and 14.17) passed by a majority of 75 percent of the votes of those Members or members of the Council (as the case may be) entitled to vote and voting on the question, subject to clause 24.

“Strategic Initiative Fund” and “SIF” (previously referred to as the Strategic Investment Fund) means industry sourced funds used to support costs related to strategic industry projects as approved by Council related to innovation, research and development or other industry priorities for industry good as described in the Terms of Reference.

“Terms of Reference” means the terms of reference in relation to the operation of the SIF approved by the Council and as amended from time to time.

“Working Day” means a day, other than a Saturday or Sunday or public holiday, on which registered banks are open for over-the-counter banking business in Wellington.

- (b) The singular includes the plural and vice versa.

Words importing one gender include the other.

Person includes any association of persons, whether corporate or unincorporated, and any state or government or department or agency thereof, whether or not having separate legal personality.

References to clauses are references to the clauses contained in this Constitution.

Reference to an Act means the Act at present in force and includes any enactment, amendment, replacement or substitution therefore and regulations made thereunder.

4. Objects

The objects of the Association are:

- 4.1 to promote, protect and represent the collective interests of the Members in relation to matters, whether legislative, regulatory or otherwise, which may impact on or affect Meat processing and related co-products and by-products activities within, and Meat exporting from New Zealand, including but not limited to the following:
 - (a) food safety, Meat inspection and verification legislation and regulations;
 - (b) cost recovery measures implemented or proposed by Government;
 - (c) industry research and development and technology issues;
 - (d) halal processing and market access issues;
 - (e) economic issues;
 - (f) trade opportunities
 - (g) industry image and brand
 - (h) employment and occupational safety and health legislation;
 - (i) multi-employer initiatives by Meat industry unions;
 - (j) industry coverage of work place injuries by the Accident Compensation Corporation;
 - (k) inspection and certification requirements in export markets for Meat;
 - (l) access restrictions (tariff and non-tariff barriers) in export markets for Meat;
 - (m) animal welfare legislation and regulations;
 - (n) biosecurity legislation and regulations;
 - (o) environmental legislation and regulations;
 - (p) relevant security-related legislation and regulations; and
 - (q) promotion of the interests of the Members as employers.
- 4.2 to promote relationships with relevant non-governmental organisations and with the Government and its administrative agencies; and with like bodies in overseas jurisdictions;
- 4.3 to keep the Membership regularly informed on developments in all of the matters listed in clauses 4.1 and 4.2 and, through the Council appointed under clause 14, to consult with them on the development of industry positions on these matters;

- 4.4 to do, with the approval of the Council, such other things as are collectively beneficial to Members (including the provision of industry-wide management and professional services);
- 4.5 to provide the services set out in clauses 4.1 - 4.4 above to co-products companies and by-products companies, as agreed by the Council from time to time.

5. Office

The office of the Association shall be in Wellington or such place as the Council shall determine from time to time.

6. Membership and Affiliation

- 6.1 Any company or person shall be eligible to be a Member of the Association provided that company or person is:
 - (a) a Processor; and/or
 - (b) a Registered Exporter; and/or
 - (c) Renderer; and/or
 - (d) any other individual or body corporate, or category of individuals or body corporate, approved as being eligible for Membership by the Council from time to time.
- 6.2 If a company or person qualifies for more than one category of Membership, the Council will, in its sole discretion, determine the most suitable category, and will notify the company or person accordingly (which notification shall be conclusive regarding that company's or person's category of Membership). The fees payable by that Member shall be determined by the Council in its sole discretion.
- 6.3 Where a company totally owns one or more other companies or a company is totally owned by another company then notwithstanding that the companies have separate legal identities they shall together constitute one person or company for the purposes of Membership of the Association, provided however that the company seeking membership shall declare the other companies which are related parties by virtue of one party holding 100% of the shares of the other for the purposes of determining its liability for Membership subscriptions and levies in accordance with clauses 7 and 11 below.
- 6.4 Where two or more companies have common shareholders at less than 100% they shall be regarded as separate entities for the purposes of eligibility for Membership.
- 6.5 Any person may apply for Affiliation of the Association, provided that person does not qualify for Membership under clause 6.1 above.

Application

- 6.6 An applicant for Membership or Affiliation of the Association, shall apply and consent to becoming a Member or Affiliate, in writing, addressed to the Chief Executive Officer.

Election

- 6.7 Subject to compliance with the Constitution, an applicant may be elected to Membership or Affiliation by:
 - (a) An Ordinary Resolution of the Members at any General Meeting of the Association;
or

- (b) A Special Resolution of the members of the Council at a Council Meeting.

7. Entry Fee

Any person on being accepted as a Member of the Association or Affiliate of the Association shall pay an entry fee as fixed by the Council from time to time, in addition to any other levy or subscription for which it is liable.

8. Retirement from Membership or Affiliation

Retirement from Membership or Affiliation may occur by giving notice of intention to retire in writing to the Chief Executive Officer at least three months prior to the end of the Financial Year. Such retirement shall take effect at the end of that Financial Year. The retiring Member or Affiliate shall remain liable for payment of all unpaid subscriptions, levies and other amounts due to the Association.

9. Ceasing to be a Member or Affiliate

Cancellation of Membership or Affiliation

- 9.1 Any Member or Affiliate of the Association failing to pay its subscription or levy as they fall due shall be disqualified from voting or taking part in any meeting or receiving any benefits until such subscription or levy is paid. If such default continues for six months, Membership or Affiliation may be terminated by an Ordinary Resolution at a General Meeting of the Association.
- 9.2 In the event of any Member or Affiliate of the Association committing a wilful breach of any clause or By-Law or bringing the Association into disrepute, the Council shall have the power to cancel its Membership. Any Member or Affiliate whose Membership has been cancelled shall have the right of appeal in accordance with clause 23.
- 9.3 Cancellation of Membership or Affiliation shall not relieve any Member or Affiliate from its liabilities as a Member or Affiliate of the Association to the date of cancellation, or from the payment of any subscriptions, levies and other dues lawfully payable by such Member or Affiliate to the Association.

Cessation

- 9.4 A Member or Affiliate ceases to be a Member or Affiliate:

- (a) on death (or if a body corporate on liquidation, or if a partnership on dissolution of the partnership);
- (b) for a Member who was offered Membership as a result of meeting the criteria in clause 6.1, on that Member ceasing to meet that Membership criteria;
- (c) for an Affiliate who was offered Affiliation as a result of meeting the criteria in clause 6.5, on that Affiliate ceasing to meet that Affiliation criteria; and
- (d) in respect of a Member who was offered Membership in accordance with clause 6.1(d), if they are removed by the Council.

10. Interest in Property

The funds and property of the Association shall be devoted solely to the fulfilment of the objects contained in clause 4 and no Member, Affiliate or Council member shall have any rights or interests in any funds or property of the Association except as permitted by the Act.

11. Subscriptions and Levies

11.A Subscriptions and Levies - Association

- 11.A1 Annual Membership and Affiliation subscriptions shall be determined by the Council and notified by the Chief Executive Officer each year, following the adoption of the budget for the ensuing Financial Year, and in any event by no later than 30 June in each year for the following categories:
- (a) Processors
 - (b) Registered Exporters
 - (c) Renderers
 - (d) Affiliates
- 11.A2 The Council may also determine and set subscriptions for any other categories of Membership offered in accordance with clause 6.1(d) as it considers appropriate from time to time.
- 11.A3 The subscriptions and levies shall be set at levels so that in aggregate the Association shall receive sufficient revenue to meet the expenditure forecast in the annual budget adopted by the Council for the ensuing year, which shall include and separately specify the core budget comprising routine operating costs and expenses; and a non-core budget specifically approved by the Council for contingencies or other purposes. The budget shall identify the amount of the budget to be recovered from Processor Members after deducting income to be derived from other sources including Registered Exporter Members, Affiliates and Renderer Members.
- 11.A4 For the year starting 1 July 2025, and each successive year, individual subscriptions of Registered Exporters shall be \$3,780 per annum (exclusive of any goods and services tax due) subject to any adjustment under clause 11.A11.
- 11.A5 For the year starting 1 July 2025, and each successive year, individual subscriptions of Renderers shall be \$3,780 per annum (exclusive of any goods and services tax due), subject to any adjustment under clause 11.A11.
- 11.A6 For the year starting 1 July 2025, and each successive year, individual subscriptions of Affiliates shall be \$3,045.60 per annum (exclusive of any goods and services tax due), subject to any adjustment under clause 11.A11.
- 11.A7 As amongst the Processors, individual subscriptions shall be determined based on relative Meat levies paid in the previous Levy Year under the Commodity Levies Act 1990, provided however that the subscription in any year for any Processor as regards the Association's core budget shall not fall below the individual subscription of Registered Exporters in accordance with clause 11.A4 or exceed \$368,482.82 (or such sum as adjusted pursuant to clause 11.A11) in any year.
- 11.A8 Where the Council agrees to the inclusion of non-core items in the budget, the subscription from any Processor as regards the non-core budget shall not exceed \$40,198.76 (or such sum as adjusted pursuant to clause 11.A11) in any year, except with the consent of such Processor.
- 11.A9 Where the limits specified in clauses 11.A7 or 11.A8 above are reached in respect of any Processor, the excess which would have been paid by that Member had the limit not applied

shall be recovered by adjusting the subscriptions of all other Processors pro rata, so as to recover the required amount.

11.A10 The decisions of the Council on estimated budget requirements and on any subscriptions or levies set in accordance with this clause 11.A shall be binding. The relative contributions from Members set out in clauses 11.A4 - 11.A8 (other than any adjustment pursuant to clause 11.A11) may only be changed by the passing of a unanimous resolution at a Council Meeting.

11.A11 The figures in clauses 11.A4 - 11.A8 shall be subject to an annual CPI adjustment to take effect from 1 July in each Financial Year commencing on 1 July 2026 based on the positive annual percentage change in the CPI for the immediately preceding 12-month period from 1 April in the previous year to 31 March in the current year.

11.B Strategic Initiative Fund

11.B1 All Processors that process wholly or partly for export shall contribute to the SIF in accordance with clause 11.B.

11.B2 Contributions shall be made by Processors:

- (a) by a levy; and
- (b) by additional sums on an optional basis, from time to time.

11.B3 The Council shall notify the Processors of the Commencement Date.

11.B4 As amongst the Processors, individual levies for the SIF shall be determined based on relative Meat levies paid by Processors that process wholly or partly for export in the previous period of three months under the Commodity Levies Act 1990 at the rate in accordance with this clause 11.B per lamb equivalent (LE) slaughtered. The periods shall be 1 July to 30 September, 1 October to 31 December, 1 January to 31 March and 1 April to 30 June.

11.B5

- (a) The levy for the SIF is calculated until the Association Financial Year ending 30 June 2028 (unless varied in accordance with this Constitution) as follows:

Species for export	Lamb Equivalent	Calculation	Levy
Lambs, bobby calves	1 LE		2.5 cents per head
Sheep	1.25 LE	2.5 cents per head x 1.25	3.125 cents per head
Beef cattle	7 LE	2.5 cents per head x 7	17.5 cents per head

- (b) The levy for the SIF is calculated for the Association Financial Year beginning 1 July 2028 and for each subsequent Association Financial Year (unless varied in accordance with this Constitution) as follows:

Species for export	Lamb Equivalent	Calculation	Levy
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Lambs, bobby calves	1 LE		3.5 cents per head
Sheep	1.25 LE	3.5 cents per head x 1.25	4.375 cents per head
Beef cattle	7 LE	3.5 cents per head x 7	24.5 cents per head

11.B6 The Association shall issue an invoice to each Processor for the levy for the SIF for each period and such invoice shall be paid by the Processor by the 20th of the month following the date of the invoice, provided that the Association may issue an invoice to a Processor on a pro rata basis for any period:

- (a) from the Commencement Date until the end of the relevant period;
- (b) from the date that a Processor becomes a Member until the end of the relevant period; and
- (c) from the beginning of the relevant period until the date that a Processor ceases to be a Member.

11.B7 The SIF shall be administered and distributed in accordance with Terms of Reference.

11.B8 All monies contributed to the SIF are non-refundable.

11.B9 The levy for the SIF may be increased, decreased, suspended or waived for all Processors to address specific circumstances for a period of no longer than three (3) months with the prior approval of the Council.

11.B10 The Council may request that all Processors contribute additional sums to the SIF on an optional basis, from time to time, as described in the Terms of Reference.

11.B11 The SIF, Terms of Reference and the levy for the SIF shall each be reviewed by the Council at least once every five years.

11.B12 The decisions of the Council on the SIF, Terms of Reference and the levy for the SIF set in accordance with this clause 11.B shall be binding.

12. Control of Funds

12.1 The control and investment of the funds of the Association shall be the responsibility of the Council, which has power to invest and re-invest any funds in such securities both real and personal as it thinks fit to further the objects of the Association.

12.2 The Council may from time to time authorise such bank accounts as it thinks fit being opened in the name of the Association.

12.3 All moneys received by the Association or any servant thereof on its behalf shall forthwith be lodged to the credit of any such bank account as the Council may specify.

12.4 All payments shall be signed by any two persons authorised by the Council as signatories.

13. Auditors

13.1 An auditor shall be appointed each year by the Annual General Meeting of the Association to conduct an annual audit of the books of account of the Association.

- 13.2 The auditor shall not be a Council member.
- 13.3 The auditor shall have the power to call for the production of books, paper, accounts and other documents relating to the Association at any time.
- 13.4 The auditor shall be paid such fees as may be determined by the Council from time to time.

14. Governance of the Association

- 14.1 The Association shall be governed by an independent Chairperson appointed in accordance with clause 14.5 below and a Council consisting of no less than three (3) members and up to nine (9) members, appointed or elected in accordance with subclauses (a)-(c) below.
- (a) Each Processor whose individual annual subscription in the immediately preceding Financial Year (including the annual subscriptions of processing and exporting companies wholly owned by that Processor) equalled 10% or more of the amount of the Association's annual budget paid by Processors in aggregate may appoint a person as a Council member; and
 - (b) At least one (1) Council member shall be elected from persons nominated by Members who are Registered Exporters; and
 - (c) The balance shall be elected from persons nominated by Members not included in subclause (a) above.
- 14.2 Any person appointed or nominated for election to Council shall be an executive or a director of a Member and must provide written consent and certification of eligibility of the appointee or nominee to be an officer in accordance with the Act. Council members shall act in the interests of the total membership of the Association and not as representatives of the Members who have nominated them.
- 14.3 The Council shall be elected at the Annual General Meeting of the Association. Council members (excluding the Chairperson) shall hold office until the next Annual General Meeting. Nominations for election to the Council shall be submitted in writing to the Chief Executive Officer no later than twenty (20) Working Days prior to the Annual General Meeting. Where two or more nominations are submitted from Processor Members that are related parties in terms of clause 14.4 the Chief Executive Officer shall, as soon as is practicable, refer those nominations to the Council for its consideration in terms of clause 14.4 below.
- 14.4 Where two or more Processor Members are related parties, by virtue of having one or more directors in common, or one party holding more than 10 percent of the shares of the other, they shall be entitled to nominate one person for election to the Council between them. The Council may decide to accept 2 nominations from Members so related on being satisfied that both persons nominated would bring valuable experience to the Council and that no prospect of undue influence on the Council would arise were both to be elected.
- 14.5 An independent Chairperson shall be appointed for a three year term by the Council by Ordinary Resolution at the first meeting of the Council following the relevant Annual General Meeting. Such person shall not at the time or during the currency of the appointment be or become a director, executive or employee of any Member, subsidiary of a Member or Affiliate. The Council may remove the Chairperson from office by the passing of a Special Resolution at a Council Meeting. Notice of motion to remove the Chairperson shall be made in writing to the Chief Executive Officer and circulated to members of the Council no later than ten (10) Working Days prior to the meeting at which the motion is to be moved.

At any Council Meeting the Chairperson shall have a casting vote only. The remuneration of the Chairperson shall be determined from time to time by the Council.

- 14.6 Following each Annual General Meeting the Council may appoint by Ordinary Resolution one of the Council members to serve as deputy Chairperson. When chairing a Council Meeting the deputy Chairperson shall have a deliberative as well as a casting vote.
- 14.7 The Contact Person(s) shall be appointed by the Council by Ordinary Resolution at the first meeting of the Council following an Annual General Meeting. Any change in the details of the Contact Person(s) must be notified to the Registrar of Incorporated Societies in accordance with the Act. In the case of a vacancy of the role of Contact Person, the Council must appoint a replacement within twenty (20) Working Days.
- 14.8 Where a Council member is unable to attend a Council Meeting, or is unable to carry out the duties of a Council member for a period because of absence from New Zealand or illness, that member may nominate an alternate to serve for that meeting or period. The alternate so nominated shall be a director or other executive of a Member.
- 14.9 The office of any Council member is vacated, and the Council member is removed from office, if the term of appointment of that Council member expires, or if the person holding that office:
- (a) ceases to be an executive or a director of a Member (excluding the Chairperson);
 - (b) dies or becomes mentally incapacitated;
 - (c) becomes disqualified from being an officer under the Act; or
 - (d) resigns that office by signing a written notice of resignation and delivering it to the Association's registered address, the notice being effective when it is received at that address or at a later time specified in the notice.
- 14.10 In the event of any casual vacancy on the Council occurring by reason of death, resignation or otherwise that vacancy shall be filled as soon as possible as follows:
- (a) in the case of a Council member appointed by a Processor pursuant to clause 14.1(a), by the appointment of another person by that Processor; or
 - (b) by the appointment of another director or executive of a Member by the Council.
- Such appointee shall hold office only until the next Annual General Meeting. Until the vacancy is filled the remaining Council members may continue to validly act.
- 14.11 Subject to the control of the Association in General Meeting the Council shall be responsible for the governance and oversight of the affairs of the Association and shall use every means to secure the due observance of its Constitution and By-Laws, to further the objects of the Association and to protect the funds of the Association. Except as provided in the Constitution and By-Laws, the Council shall regulate its own procedure.
- 14.12 Council Meetings shall be held as often as required as determined by the Council, and may be held by telephone or video conference of not less than six (6) Council members or their alternates appointed in accordance with clause 14.8 above, which shall constitute a quorum.
- 14.13 The Chief Executive Officer shall convene a special Council Meeting at the request in writing of two Council members, such request stating the purpose of the meeting, or on the instruction of the Chairperson who may convene a meeting at any time.
- 14.14 If at any meeting of the Council there are insufficient numbers to form a quorum, the Chairperson of the Council shall adjourn the meeting to such later date as the Chairperson of the Council fixes.

- 14.15 Decisions at any Council Meeting shall be decided by an Ordinary Resolution of Council members (or alternates) present and voting, other than for the purposes of clause 11.A10 that requires a unanimous resolution. At meetings of the Council, each Council member, other than the Chairperson, shall have one (1) vote. A member unable to attend a meeting may exercise a vote on a motion by proxy in favour of one of the members attending. Proxies must be notified in writing to the Chief Executive Officer in advance of the meeting, who shall in turn inform the members attending of proxies so notified. Voting at a meeting shall be by show of hands.
- 14.16 A resolution passed during a telephone or video conference shall be as valid and effective as if it had been passed at a Council Meeting provided that every Council member has been duly notified of the resolution to be considered. Every such resolution shall be entered in the minute book of the Council as if the same took place at a meeting on the date of such resolution.
- 14.17 A written resolution passed in lieu of a Council Meeting, approved by a Special Resolution of Council members, shall be as valid and effective as if it had been passed at a meeting of the Council duly convened and held. Any such resolution may consist of several documents in like form, each signed or assented by one or more Council members. An electronic copy of a signed document purporting to have been sent by a Council member shall be deemed for the purpose of this clause 14.17 to be a document signed by that Council member.
- 14.18 The Council may exercise all such powers of the Association not required by this Constitution to be exercised by the Association in General Meeting subject nevertheless to this Constitution.
- 14.19 The Council may set up any committee to further or deal with any matter relating to the objects of the Association. The powers, functions and constitution of any such committee shall be defined by the Council upon its establishment.
- 14.20 An Affiliate may not attend meetings of Council, unless expressly invited by the Chief Executive Officer on behalf of the Council.
- 14.21 Except as provided in this Constitution and the Act, a meeting of the Council may regulate its own procedure through the Chairperson.
- 14.22 As soon as a Council member or other officer of the Association becomes aware that they are Interested in a matter then that Council member or other officer must as soon as practicable disclose that interest to the Council and in the interests register kept by the Council in accordance with the Act.

15. Co-opted Members

- 15.1 The Council may in its absolute discretion co-opt any person to assist in attaining the objects of the Association.
- 15.2 The Council shall be empowered to appoint any such co-opted person to any committee set up to further or deal with any matter relating to the objects of the Association.
- 15.3 The Council is empowered to pay an emolument or fee to any such co-opted person.

16. Powers and Duties of Chairperson and Deputy Chairperson

The Chairperson when present shall preside at and conduct all meetings of the Association and the Council, and shall sign the minutes and shall generally conduct the meetings. In the absence of the Chairperson the Deputy Chairperson shall perform all the duties of the Chairperson. In the absence from a meeting of the Chairperson and Deputy Chairperson a Chairperson shall be chosen by those

present and such person while so acting shall have and may exercise all the powers and shall perform all the duties of the Chairperson except that at a Council Meeting such person shall have a deliberative as well as a casting vote.

17. Meetings of the Association

- 17.1 The Annual General Meeting of the Association shall be held each year at a place or places, time and date to be fixed by the Council being not more than three (3) months after the termination of the Financial Year and no later than 15 months after the previous Annual General Meeting. The Chief Executive Officer shall at least one (1) month prior to the AGM, send by post, or email where a Member has provided the Association with their email address, to all Members a notice of the meeting and the business intended to be transacted, and a form of proxy.
- 17.2 At each Annual General Meeting, the Council shall present the following information:
- (a) an annual report on the operations and affairs of the Association during the most recently completed accounting period;
 - (b) the financial statements of the Association for that period;
 - (c) notice of any disclosures, or types of disclosures, made under clause 14.22 of this Constitution or as required under the Act (including a brief summary of the matters, or types of matters, to which those disclosures relate); and
 - (d) any other information the Council determines.
- 17.3 All General Meetings other than Annual General Meetings shall be called Special General Meetings.
- 17.4 Special General Meetings of the Association may be held in such place or places and at such time and date as the Chairperson or Council may determine.
- 17.5 A Special General Meeting shall be called;
- (a) by the Chief Executive Officer on the written request of Members entitled to cast at least five (5) percent of the total number of votes which can be cast under clause 19, specifying the purpose of the meeting; or
 - (b) where required under the Act as a result of a majority of the Council members being interested in a matter.
- 17.6 The Chief Executive Officer shall call the meeting, to be held within twenty (20) Working Days of the receipt of the request and providing at least ten (10) Working Days' notice of the meeting. The notice must go to every Council member and every Member, sent by post, or email where a Member has provided the Association with their email address.
- 17.7 The notice must state:
- (a) the nature of the business to be transacted at the meeting in sufficient detail to enable a Member to form a reasoned judgement in relation to it; and
 - (b) the text of any resolution to be submitted to the meeting.
- 17.8 An irregularity in a notice of meeting is waived if all the Members entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Members agree to the waiver.

- 17.9 At and throughout any meeting of the Association the quorum shall be at least 11 Members:
- (a) being assembled together in person, by their representatives or by proxy at the time and place or places appointed for the meeting;
 - (b) participating in the meeting by means of audio link, audiovisual link, or other electronic communication; or
 - (c) by a combination of both of the methods described in clause 17.9(a) and (b).

and entitled to exercise at least fifty percent of the total number of votes which can be cast under clause 19. If a quorum is not present within one hour of the time appointed for any meeting, then the meeting shall be dissolved.

- 17.10 An Affiliate may be represented and attend a Special General Meeting or the Annual General Meeting of the Association by an authorised representative in an observer capacity only, and shall not be permitted to vote, nor form part of a quorum. The appointment of the representative must be effected by giving written notice to the Association not less than 30 minutes before the commencement of the meeting at which the representative proposes to take part.

18. Proxies and Corporate Representatives

- 18.1 A Member may exercise the right to vote by 1 or more of the following ways: being present in person, by their representative, vote by proxy or cast a vote by electronic means. A proxy for a Member is entitled to attend and be heard at a meeting of the Members as if the proxy were the Member.
- 18.2 A proxy must be appointed by notice in writing signed by the Member and the notice must state whether the appointment is for a particular meeting or a specified term.
- 18.3 No proxy is effective in relation to a meeting unless the proxy form is provided to the Chief Executive Officer not less than 30 minutes before the start of the meeting.
- 18.4 A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or mental disorder of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no written notice of such death, mental disorder or revocation has been received by the Association at its Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 18.5 A body corporate that is a Member may appoint a representative to attend a General Meeting on its behalf in the same manner as that in which it could appoint a proxy provided that an executive or director appointed by a Member under these clauses who is:
- (a) present in person; or
 - (b) participating in the meeting by means of audio link, audiovisual link, or other electronic communication; or
 - (c) by a combination of both of the methods described in clause 18.5(a) and (b)

and who claims to be that Member's representative shall, in the absence of any challenge to that executive or director's representation by any other executive or director appointed by that Member or any other person who has been appointed in writing by that Member, or in the absence of any evidence to the contrary, be deemed to be that Member's representative as if that executive or director had been appointed by notice in writing signed by that Member. A corporate representative shall have the same rights and powers as if the representative were a proxy.

19. Voting

- 19.1 At any General Meeting of the Association, unless a poll is demanded voting shall be on the basis of one vote for each Member present in person, by their representative, by proxy or by electronic means and entitled to vote.
- 19.2 At any General Meeting the Chairperson shall have neither a deliberative vote nor a casting vote unless the Chairperson for the particular meeting is the deputy Chairperson or a person chosen under clause 16 who shall have a deliberative vote but not a casting vote.
- 19.3 At any General Meeting all questions shall be determined by an Ordinary Resolution of Members present (in person, by representative or proxy) and entitled to vote. Decisions passed by a Special Resolution of Members present in person, by their representative, by proxy or by electronic means and entitled to vote shall be binding on all Members. Matters specified in clause 24 below, shall require a vote of at least 90% of Members present in person, by their representative, by proxy or by electronic means and entitled to vote to be binding on Members.
- 19.4 The Council shall ensure that minutes of the meeting are taken and filed in the Association's minute book, which shall be in the possession of the Council.
- 19.5 A Members' written resolution passed in lieu of a General Meeting, approved by a Special Resolution of Members is as valid as if it had been passed at a General Meeting.

20. Right to Demand Poll

20.1 At a General Meeting a poll may be demanded by:

- (a) No fewer than five (5) Members having the right to vote at the meeting; or
- (b) Members representing not less than 10 percent of the total votes of all Members having the right to vote at the meeting; or
- (c) The Chairperson.

For the purposes of this clause, the instrument appointing a proxy to vote at a General Meeting confers authority to demand or join in demanding a poll and a demand by a person as proxy for a Member has the same effect as a demand by the Member.

20.2 Time of demand of poll

A poll may be demanded either before or after the vote is taken on a resolution. The demand for a poll may be withdrawn.

20.3 Timing of poll

The Chairperson may determine the time and manner in which a poll is to be taken and any business other than that upon which a poll has been demanded may proceed pending the taking of the poll.

20.4 Counting of votes on a poll

If a poll is taken, votes must be counted according to the votes attached to each Member present in person, by their representative, by proxy or by electronic means and entitled to vote and voting.

20.5 Validity of votes

In the case of any dispute as to the admission or rejection of a vote the Chairperson shall determine the same and such determination made in good faith shall be conclusive.

21. Staff

The Council may appoint a person to be the Chief Executive Officer of the Association. The Chief Executive Officer shall be responsible for the general management of the Association and its affairs, and shall carry out such duties responsibilities and powers as may be determined by the Council from time to time.

22. Power to Frame By-Laws

The Council may recommend to the Association for adoption at a General Meeting By-Laws consistent with this Constitution, which are conducive to the good management and effective working of the Association. Such By-Laws when approved by a General Meeting shall be binding upon all Members, Affiliates and officers of the Association.

23. Dispute Resolution

23.1 Where a dispute arises, a Member, an Affiliate, a Council member, or the Association may make a complaint by giving to the Council a written notice in accordance with Schedule 2 of the Act.

23.2 As soon as reasonably practicable following receipt of a complaint, the dispute resolution procedures in Schedule 2 of the Act will be followed to resolve the dispute.

23.3 The decision maker in respect of the dispute will be appointed by the Council and, without limitation and subject to compliance with Schedule 2 of the Act, may be a Council member.

23.4 Without limiting clause 6 of Schedule 2 of the Act (society may decide not to proceed further with complaint), the decision maker may, following a determination that any grounds of misconduct, breach or damage has been made out, impose one or more of the following penalties as it thinks fit and appropriate:

- (a) a written warning or reprimand;
- (b) suspension from all Association activities for whatever period the Council considers appropriate;
- (c) order the payment of restitution for any damage done to the property of the Association or of any person;
- (d) order the payment of costs to meet the Association's costs in relation to the misconduct;
- (e) termination of the Member's Membership or Affiliate's Affiliation of the Association;
- (f) any combination of the penalties set out in clauses 23.4(a) to 23.4(e) above, and any other penalty the decision maker deems reasonable or appropriate in the circumstances.

23.5 Notwithstanding clause 23.2, the Council may decide not to proceed with a matter further if the Council determines that:

- (a) the complaint is trivial;

- (b) the complaint does not appear to disclose or involve any allegation of the following kind;
 - (i) that a Member, an Affiliate or an officer has engaged in material misconduct;
 - (ii) that a Member, an Affiliate, an officer, or the Association has materially breached, or is likely to materially breach, a duty under the Association's Constitution, bylaws or the Act;
 - (iii) that a Member's rights or interests or Affiliate's rights or interests, generally have been materially damaged;
 - (c) the complaint appears to be without foundation or there is no apparent evidence to support it;
 - (d) the person who makes the complaint has an insignificant interest in the matter;
 - (e) the conduct, incident, event or issue has already been investigated and dealt with by or on behalf of the Association; or
 - (f) there has been an undue delay in making the complaint.
- 23.6 Any Member or Affiliate whose Membership or Affiliation has been cancelled shall have the right of appeal to a General Meeting of the Association to be exercised within one month of the date on which such cancellation was notified to it. The Chief Executive Officer shall on receiving notice of such appeal forthwith convene a General Meeting of the Association to deal with the matter. All Members present may vote to confirm, rescind or vary the decision of the Council. The vote is to be passed by Ordinary Resolution.

24. Alterations to Constitution

- 24.1 No alterations, additions, variations or amendments to the Constitution shall be made except at a General Meeting of the Association specially called for that purpose or at an Annual General Meeting. Notice in writing setting forth the proposed alterations, additions, variations or amendments shall be lodged with the Chief Executive Officer and notified to all Members at least fourteen (14) Working Days prior to such meeting. Any changes to the Constitution in accordance with this clause shall require a Special Resolution of the Members present in person, by their representative, by proxy or by electronic means and entitled to vote, except the following matters which shall require the affirmative vote of 90% of the total votes of the Members present in person, by their representative, by proxy or by electronic means and entitled to vote:
- (a) Clause 6 – Membership and Affiliation
 - (b) Clause 11 – Subscriptions and Levies
 - (c) Clause 14.1 – Governance of the Association
 - (d) Clause 24 - Alterations to Constitution.
- 24.2 Minor or technical amendments to the Constitution may otherwise be amended in accordance with the Act.
- 24.3 Any alteration to this Constitution that contravenes the Act shall be invalid.

25. Inspection of Books of Account

Any Member may by its duly authorised agent inspect the books of account of the Association at the office of the Association at all reasonable times during office hours.

26. Powers of the Association

Subject to this Constitution, the Act and the general law, the Association has, both within and outside New Zealand, full capacity, full rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, including all the powers necessary for carrying out its objects.

27. Indemnity and Insurance

27.1 The Association may indemnify and/or effect insurance for an officer to the extent permitted by law, including for:

- (a) liability (other than criminal liability) for a failure to comply with:
 - (i) any officers' duties; and
 - (ii) any other duty imposed on the officer in their capacity as an officer; and
- (b) costs incurred by the officer for any claim or proceeding relating to that liability.

28. Confidentiality

All communications with and amongst Members and Affiliates, the Chairperson, Council and the Executive on Association matters shall be confidential to the Members, Affiliates, Chairperson, Council and Executive and information shall not be released or disclosed to any party who is not a Member or Affiliate of the Association except with the consent of the Members or Affiliates in the case of information relating to them, or of the Chairperson, Council or Executive as appropriate in respect of information generated by them. The Chief Executive Officer shall manage communications with the media unless otherwise decided by the Council.

29. Dissolution

29.1 The Members may pass a resolution at a meeting by a two thirds majority of the Members present (in person, by representative or by proxy) to wind up the Association.

29.2 The Council must ensure that written notice of a resolution proposed under clause 29.1 must be sent to every Member of the Association at least 20 Working Days before the General Meeting at which the resolution is to be submitted in accordance with the Act.

29.3 Alternatively, if at any time an instrument in writing signed by Members who between them hold two-thirds of the votes determined under clause 19 and signifying the wish of such Members that the Association be dissolved be delivered to the Chief Executive Officer, application may be made by any Council member to the Registrar of Incorporated Societies to remove the Association from the register in accordance with the Act provided that the Council has determined that:

- (a) the Association has ceased to operate, has discharged in full its debts and liabilities to all its known creditors, and has distributed its surplus assets in accordance with its Constitution and the Act; or
- (b) the Association has no surplus assets after paying its debts and liabilities in full or in part, and no creditor has applied to the court for an order putting the Association into liquidation.

- 29.4 If upon the winding up or dissolution of the Association there remains after the satisfaction of all the Association's debts and liabilities any property whatsoever, then such residual property shall be distributed to some other not-for-profit organisation(s) or body within New Zealand having a similar purpose to the Association, and which prohibits the distribution of its income and property among members. The decision as to the entity or entities to receive such property will be decided by the Council or, in the absence of any decision then as determined by the High Court of New Zealand, but at no time shall the funds or property be distributed to the Members.

30. Register of Members

- 30.1 The Council shall keep a register of its Members containing the following in relation to each Member: full registered name, postal address and email address, contact telephone number, the date the person became a Member, the date the person ceased to be a Member (if applicable), and all other information as determined by the Council or prescribed by the Act from time to time.
- 30.2 Members must maintain the accuracy of their information contained in the register by notifying the Council who will update the register accordingly.
- 30.3 Upon request by a Member, the Association shall disclose to that Member, the details of that Member held in the register.
