

# Mahinepua Radar Hill Landcare Group Inc

## CONSTITUTION & RULES

## Contents

1.	Name .....	1
2.	Definitions.....	1
3.	Society’s Purposes .....	2
3.1	Act and Regulations.....	3
3.2	Registered office.....	3
3.3	Common seal.....	3
3.4	Power to borrow money .....	3
3.5	Other powers .....	3
4.	Members.....	3
4.1	Minimum number of members .....	3
4.2	Types of members .....	3
4.3	Becoming a member .....	4
4.4	Obligations and rights .....	4
4.5	Subscriptions and fees.....	4
4.6	Ceasing to be a member.....	5
5.	General meetings.....	5
5.1	Annual General Meetings.....	5
5.2	Special General Meetings.....	6
5.3	Procedures for Annual or Special General Meetings.....	6
6.	Committee .....	7
6.1	Committee Composition .....	7
6.2	Election or appointment .....	7
6.3	Term .....	8
6.4	Committee members’ duties.....	8
6.5	Powers.....	8
6.6	Bylaws.....	8
6.7	Contact person .....	8
6.8	Removal.....	9
6.9	Cessation of Committee membership.....	9
6.10	Conflicts of interest .....	9
6.11	Committee meetings.....	10
7.	Records .....	11
7.1	Register of members .....	11
7.2	Register of interests .....	11
8.	Financial Control and management.....	11
8.1	Balance date .....	11
9.	Dispute resolution .....	12
9.1	Raising disputes.....	12
9.2	Investigating disputes.....	12
9.3	Resolving disputes .....	13
10.	Winding up .....	13
10.1	Surplus assets.....	13
11.	Alterations to the Rules .....	13
12.	APPENDIX 1.....	15

## 1. Name

The name of the society is **Mahinepua-Radar Hill Landcare Group Incorporated** (in these **Rules** referred to as the '**Society**').

The **Society** is registered as a charitable entity under the Charities Act 2005.

## 2. Definitions

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

'**Act**' means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

'**Annual General Meeting**' means a meeting of the **Members** of the **Society** held once per year which, among other things, will receive and consider reports on the **Society's** activities and finances.

'**Associated Person**' means a person who:

- may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member**
- may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) relates
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) relates
- may be interested in the matter because the **Society's** constitution so provides.

But no such **Member** shall be deemed to have any such interest:

- merely because that Member receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
- if that Member's interest is the same or substantially the same as the benefit or interest of all or most other members of the **Society** due to the membership of those members; or
- if that Member's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that Member in carrying out that Member's responsibilities under this **Act** or the **Society's** constitution; or
- if that Member is an officer of a union and that Member's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

'**Chairperson**' means the **Committee Member** responsible for, among other things, overseeing the governance and operations of the **Society** and chairing **General Meetings**.

'**Clear Days**' means complete days, excluding the first and last named days (for instance, excluding the date a Notice of meeting is posted or sent to **Members** and the date of the meeting).

'**Committee**' means the **Society's** governing body.

'**Committee Member**' means a member of the Committee, including the Chairperson, Secretary and Treasurer.

**‘Designated Impact Area’** refers to the land between the Tauranga Bay stream and Mahinepua beach, as defined in Appendix I.

**‘Friend’** means a person properly admitted to the **Society** who has not ceased to be a Friend of the **Society**.

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

**‘Matter’** means (a) the **Society’s** performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society**.

**‘Member’** means an owner of land within the designated impact area, who has been admitted to the **Society**, and has not ceased to be a member of the **Society**.

**‘Notice’** to **Members** includes any notice given by post, courier or email; and the failure for any reason of any **Member** to receive such **Notice** or information shall not invalidate any meeting or its proceedings or any election.

**‘Register of Interests’** means the register of interests of **Committee Members** kept under these **Rules**.

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

**‘Rules’** means the rules in this document.

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

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

**‘Statute’** refers to the Incorporated Societies Act 1908

**‘Treasurer’** means the **Committee Member** responsible for, among other things, the day-to-day management and oversight of the **Society’s** finances and the preparation of required financial reports.

### 3. Society’s Purposes

The **Society** is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely

- to benefit the community by monitoring and conserving biodiversity, notably the habitat of native birds, especially the Kiwi and the Kukupu, and other native fauna and flora within the **Designated Impact Area** of the **Society**, by eliminating the population of predatory and/or introduced plants and animals.
- to benefit local people and organisations by promoting and implementing sustainable management principles, research and information sharing related to ecosystem preservation and restoration.

Any income, benefit, or advantage received by the **Society** must be used to advance the charitable purposes of the **Society**

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

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

### 3.1 Act and Regulations

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

### 3.2 Registered office

The Registered Office of the **Society** shall be at such place in New Zealand as the **Committee** from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the **Act**.

### 3.3 Common seal

The common seal of the **Society** must be kept in the custody of a **Committee Member**. The common seal may be affixed to any document:

- a) by resolution of the **Committee**, and must be countersigned by two **Committee Members**.
- b) by such other means as the **Committee** may resolve from time to time.

### 3.4 Power to borrow money

The **Society** has the power to borrow money. The **Society** shall not enter into any agreement to borrow funds or loan monies without the consent of three-quarters of the total membership by resolution in a Special General Meeting called for that purpose.

### 3.5 Other powers

In addition to its statutory powers, the **Society**:

- a) may use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate, and
- b) may invest in any investment in which a trustee may lawfully invest.

## 4. Members

### 4.1 Minimum number of members

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

### 4.2 Types of members

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

**Member:** A **Member** is an owner of land within the **Designated Impact Area** admitted to membership under these **Rules** and who or which has not ceased to be a **Member**. All parties listed as owners on the rates declaration of the property shall be considered as members when any one of those parties executes membership. Each property shall pay one subscription.

**Life Member:** A **Life Member** is a person honoured for highly valued services to the **Society** elected as a **Life Member** by resolution of a **General Meeting** passed by a simple majority of those **Members** present and voting.

A Life **Member** must have been a **Member** and an office holder for a minimum of five (5) years' continuous service or a founding member. A Life **Member** has the same rights and privileges as they had as a **Member**, except those of paying subscriptions.

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

An Honorary **Member** can have been a Member or Friend who has made a significant contribution to the **Society**.

**Friend:** A **Friend** is an individual or body corporate admitted to membership under these **Rules** and who or which is either not a landowner or lives outside the **Designated Impact Area**.

### 4.3 Becoming a member

Every applicant for membership must consent in writing to becoming a **Member**.

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

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

### 4.4 Obligations and rights

- a) Every **Member** shall provide the **Society** with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **Society** of any changes to those details.
- b) Any **Member** that is a body corporate shall provide the **Secretary** with the name and contact details of the person who is the organisation's authorised representative, and that person shall be deemed to be the organisation's representative for the purposes of voting at **General Meetings**.
- c) Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Society**.
- d) All **Members** (including **Committee Members**) shall promote the interests and purposes of the **Society** and shall do nothing to subvert the Society's purpose, unreasonably impede Society activities, or bring the **Society** into disrepute.
- e) A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Society's** premises, facilities, equipment and other property) if subscriptions for the current financial year and any other fees have been paid to the **Society** by the due date. No **Member** or Life **Member** is liable for an obligation of the **Society** by reason only of being a **Member**.
- f) The **Committee** may decide what access or use **Members** may have to or of any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Society**, including any conditions of and fees for such access or use.

### 4.5 Subscriptions and fees

The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting**. Membership subscriptions are due by 31 March each year.

Any **Member** failing to pay the annual subscription, any levy, or any capitation fees, within three (3) calendar months of the date the same was due for payment and providing the **Society** issued a past due notice shall be considered unfinancial and shall have no membership rights. If such arrears are not paid within six (6) months of the due date for payment of the subscription, any other fees, or levy the **Committee** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

#### 4.6 Ceasing to be a member

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

- by resignation from that **Member's** class of membership by notice to the **Secretary**,
- on termination of a **Member's** membership following a dispute resolution process under these **Rules**, or
- on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership)

With effect from the death of the **Member** or the date of receipt by the **Secretary**, or any subsequent date stated in the notice of resignation, or termination of membership following a dispute resolution process under these **Rules**.

##### a) Obligations on resignation

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

- remains liable to pay all outstanding fees to the **Society**
- shall cease to hold himself or herself out as a **Member** of the **Society**
- shall return to the **Society** all material provided to **Members** by the **Society** (including any membership certificate, badges, handbooks and manuals).
- shall cease to be entitled to any of the rights of a **Society Member**.

##### b) Becoming a member again

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

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

## 5. General meetings

### 5.1 Annual General Meetings

An **Annual General Meeting** shall be held once a year on or before 31 January and at a location determined by the **Committee** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.

The business of an **Annual General Meeting** shall include:

- a) the minutes of the previous annual or special general meeting(s)
- b) the Chairperson's report on the activities of the year
- c) the Treasurer's report on the finances of the **Society**, and the annual financial statements,
- d) the election of a Chairperson, a Secretary and a Treasurer
- e) the setting of the annual subscription
- f) any constitutional matter which may be properly put before the meeting
- g) any other general business.

## 5.2 Special General Meetings

**Special General Meetings** may be called at any time by the **Committee** by resolution. The **Committee** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least five **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

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

## 5.3 Procedures for Annual or Special General Meetings

### a) Notice

The **Committee** shall give all **Members** at least fourteen (14) **Clear Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**. ) Notification will include the date, time, place, and purpose of the meeting.

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

### b) Attendance & quorum

All **Members** may attend, speak and vote at **General Meetings** (including by electronic connection).

No **General Meeting** may be held unless at least seven (7) **Members** attend. This will constitute a quorum.

If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Chairperson** of the **Society**, and if at such adjourned meeting a quorum is not present those present in person shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

### c) Procedures

**General Meetings** may be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each member a reasonable opportunity to participate.

All **General Meetings** shall be chaired by the **Chairperson** of the **Society**.

Should the **Chairperson** choose not to or be unable to chair a meeting, this duty will fall to the **Secretary**. Should the **Secretary** choose not to or be unable to chair a meeting, the duty will fall to the **Treasurer**. Should the **Treasurer** choose not to or be unable to chair at a meeting, the duty will fall to the any member present at the meeting who will then appoint a secretary to take the minutes of the meeting.

Any person chairing a **General Meeting** may:

- With the consent of that **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the **Chair** be removed from the Meeting, and
- In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.



d) Motions & voting

The **Committee** may put motions forward for the **Society** to vote on (Committee Motions), which shall be notified to **Members** with the notice of the **General Meeting**.

Any **Member** may request that a motion be voted on (Member's Motion) at a **General Meeting**, by giving notice to the **Secretary** at least fourteen (14) **Clear Days** before that meeting. The **Member** may also provide information in support of the motion (Member's Information).

Except for constitutional changes, a motion may be moved from the **Chair** or from the floor by any **Member** present. Absent **Members** may present a motion by written notice to the Secretary providing it is received at least seven (7) days before a published meeting date.

- Unless moved by the **Chair**, a motion must be seconded before discussion. A motion becomes a **Resolution** by a majority affirmation of those members present.
- Voting will be by voice or by show of hands if requested by any **Member**.
- A secret ballot may be requested by the **Chair** at any time or by request of the majority present.
- All **Members** shall have one (1) vote except that there shall be no more than one vote per property. In the case that a **Member** owns more than one property in the **Declared Impact Area**, then that **Member** shall have a total of one (1) vote.
- The **Chair** shall have one (1) deliberative vote and one (1) additional casting vote.
- There shall be no vote by proxy. Absentees may not vote.

Any decision on meeting procedure ruled by the **Chair** is final.

e) Minutes

Minutes must be kept by the **Secretary** of all **General Meetings**.

## 6. Committee

From the end of each **Annual General Meeting** until the end of the next, the **Society** shall be governed by the **Committee**, which shall be accountable to the **Members** for the advancement of the **Society's** purposes and the implementation of resolutions approved by any **General Meeting**.

### 6.1 Committee Composition

The **Committee** will consist of at least six (6) **Members** who are natural persons and not disqualified by these **Rules** or the **Act**.

The **Committee** will include:

- a **Chairperson**,
- an **Administrator/Secretary** and a **Treasurer**, who may be the same person, and
- not fewer than three (3) other **Committee Members** unless agreed by the **Committee**.

### 6.2 Election or appointment

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

- a) **Committee Members** shall be elected during **Annual General Meetings**.
- b) Every **committee member** must consent in writing to be a **committee member** and certify in writing that they are not disqualified from being appointed or holding office by these Rules or the **Act**.
- c) Should a **committee** vacancy occur between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Committee**.

- d) Votes shall be cast in such a manner as the person chairing the Meeting determines.

### 6.3 Term

The term of office for all **Committee Members** shall be one (**1**) year(s), expiring at the end of the **Annual General Meeting** in the year corresponding with the last year of each **Committee Member's** term of office.

### 6.4 Committee members' duties

At all times each **Committee Member**:

- a) shall act in good faith and in what he or she believes to be the best interests of the **Society**,
- b) must exercise all powers for a proper purpose,
- c) must not act, or agree to the **Society** acting, in a manner that contravenes the Act or this Constitution,
- d) when exercising powers or performing duties as a **Committee Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of the **Society**, the nature of the decision, and the position of the **Committee Member** and the nature of the responsibilities undertaken by him or her,
- e) must not agree to the activities of the **Society** being carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, or cause or allow the activities of the **Society** to be carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, and
- f) must not agree to the **Society** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Society** will be able to perform the obligation when it is required to do so.

### 6.5 Powers

Subject to these **Rules** and any resolution of any **General Meeting** the **Committee** may:

- a) exercise all the **Society's** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **Society** in **General Meeting**, and
- b) enter into contracts on behalf of the **Society** or delegate such power to a **Committee Member**, sub-committee, employee, or other person

### 6.6 Bylaws

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

### 6.7 Contact person

The **Society's** Contact Officer shall be appointed by the **Committee** must be:

- at least 18 years of age
- a **Committee Member**
- a resident of New Zealand
- not disqualified under the **Act** from holding that office.

Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within twenty-five (25) **Clear Days** of that change occurring, or the **Society** becoming aware of the change.

## 6.8 Removal

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

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

If the complaint is upheld the **Committee Member** may be removed from the **Committee** by a resolution of the **Committee** or of a **General Meeting**, in either case passed by a simple majority of those present and voting.

## 6.9 Cessation of Committee membership

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

Each **Committee Member** shall within twenty (20) **clear days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of the **Society** held by such former **Committee Member**.

## 6.10 Conflicts of interest

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

- a) may obtain a financial benefit from the matter; or
- b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
- c) may have a financial interest in a person to whom the matter relates; or
- d) is a partner, director, member of the **Committee** and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.

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

- e) merely because the member of the **Committee** and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**
- f) if the member of the **Committee's** and/or sub-committee's interest is the same or substantially the same as the benefit or interest of all or most other **Members** due to the membership of those **Members**
- g) if the member of the **Committee's** and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Committee** in carrying out the member of the **Committee's** and/or sub-committee's responsibilities under the **Act** or the **Rules**

- h) if the member of the **Committee** and/or sub-committee is a member of the committee of a union and the member of the **Committee's** and/or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

A member of the **Committee** and/or sub-committee who is interested in a matter relating to the **Society** must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):

- i) to the **Committee** and/or sub-committee; and
- j) in an interests register kept by the **Committee**.

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

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

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

However, a member of the **Committee** and/or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

Where 50 per cent or more of **Committee Members** are prevented from voting on a matter because they are interested in that matter, a **Special General Meeting** must be called to consider and determine the matter, unless all non-interested members agree otherwise, and where 50 per cent or more of the members of a sub-committee are prevented from voting on a matter because they are interested in that matter, the **Committee** shall consider and determine the matter.

## 6.11 Committee meetings

Any member may attend and vote at **Committee Meetings**. Voting is to proceed as outlined in 5.3(e).

### a) Frequency

The **Committee** shall meet as required at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chairperson** or **Secretary**.

Any two (2) **Committee Members** may call a meeting within fourteen (14) days by submission of written request to the Secretary.

### b) Procedure

The quorum for **Committee** meetings is at least one half the number of **Committee Members** but not less than four (4) **Members**.

**Committee** meetings shall be held to conduct the ongoing business of the **Society**. A committee can be created by the membership at any meeting or appointed by the **Chairperson**. Every committee must have a chair and a secretary and provide reports to the membership at regular meetings and at the request of the **Chairperson**.

Notification for **Committee** meetings may be by inclusion in the minutes of previous meetings, by newsletter, by notice, or be conveyed personally by the **Chairperson**, the **Secretary**, or the **Committee** chair.

## 7. Records

### 7.1 Register of members

An up-to-date **Register of Members** shall be held by the **Secretary** or **Treasurer** as decided by the **Committee** from time to time.

- a) The Register will record for each **Member** their name, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by the **Act**.
- b) Every **Member** shall promptly advise the **Secretary** of any change of their contact details.
- c) With reasonable notice and at reasonable times, the **Secretary** shall make the **Register of Members** available for inspection by **Committee Members**. Information on the **Register of Members** shall be protected by the Privacy Act 2020.

### 7.2 Register of interests

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

## 8. Financial Control and management

The funds and property of the **Society** shall be controlled, invested and disposed of by the **Committee**, subject to these **Rules**, and devoted solely to the promotion of the purposes of the **Society**.

- a) The **Society** may seek funds from any appropriate source including, but not limited to: charitable trusts, government agencies, commercial sponsorship, private subscription, fund raising, commercial enterprise, or any other activity approved by resolution in a general meeting and commensurate with the objectives of the **Society**.
- b) The **Society's** funds shall be managed by the **Treasurer** in an approved bank. The signing authority for making payments shall be two of three persons as authorised by the **Committee**.
- c) The **Treasurer** will keep records in accordance with the requirements of the **Act** and prepare and present appropriate reports at the AGM, Special General Meetings, and at the request of the **Chairperson**.
- d) The **Treasurer** will make all records available to and assist the accountants or authorised third party in preparation of documents, submittals, etc.
- e) No private pecuniary profit shall be made by any person involved with the **Society**. Any **Member** or **Officer** is entitled to reimbursement for legitimate expense occurred in connection with the affairs of the **Society**. The **Society** may pay reasonable remuneration to any **Member** or **Officer** of the **Society** for services rendered.

### 8.1 Balance date

The **Society's** financial year shall commence on 1 October and end on 30 September of each year (the latter date being the **Society's** balance date).

## 9. Dispute resolution

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

### 9.1 Raising disputes

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

The complainant raising a grievance or complaint, and the **Committee**, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

### 9.2 Investigating disputes

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

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

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

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

The decision-maker:

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

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

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

A **Member** may not make a decision on, or participate as a decision-maker in regards to a grievance or complaint, if two or more **Committee Members**, or the decision-maker, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a predetermined view. Such a decision must take into account the context of the **Society** and the particular case, and may include consideration of facts known by the other **Members** about the decision-maker, so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially.

### 9.3 Resolving disputes

The decision-maker may:

- dismiss a grievance or complaint, or
- uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the **Society** and **Members** shall comply),
- uphold a complaint and:
- reprimand or admonish the **Member**, and/or
- suspend the **Member** from membership for a specified period, or terminate the **Member's** membership, further to a motion passed by three-quarters of the members present at either a **Committee meeting** or **Special General Meeting** as the **Committee**, at its discretion, may decide;
- order the complainant (if a **Member**) or the **Member** complained against, to meet any of the **Society's** reasonable costs in dealing with a complaint.

## 10. Winding up

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

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

Any resolution to wind up the **Society** or remove it from the Register of Incorporated Societies must be passed by a simple majority of all **Members** present and voting.

### 10.1 Surplus assets

If the **Society** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property remains after the settlement of the **Society's** debts and liabilities, that property must be given or transferred to another organisation for a similar charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

## 11. Alterations to the Rules

The **Society** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a two-thirds majority of those **Members** present and voting.

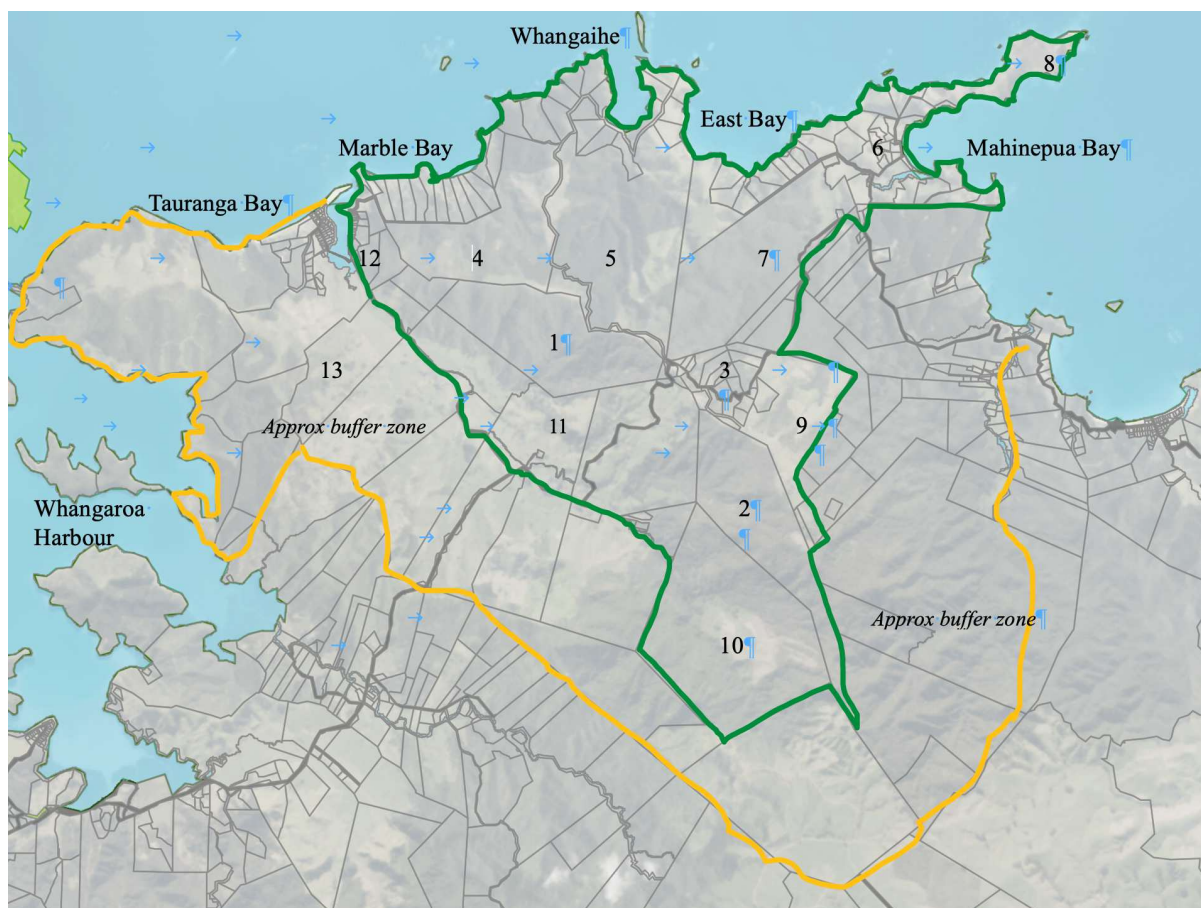
- a) Any proposed motion to amend or replace these **Rules** shall be given in writing to the **Secretary** at least thirty-one (31) **Clear Days** before the **General Meeting** at which the motion is to be considered and accompanied by a written explanation of the reasons for the proposal.
- b) At least fourteen (14) **Clear Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Committee** has.

- c) When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in **the Act** for registration and shall take effect from the date of registration.
- d) When an amendment is approved by a **General Meeting** it shall be provided to Charities Services within three months of the date of the amendment.



## 12. APPENDIX 1

Map of the Society's **Designated Impact Area** (marked in green) and surrounding buffer zone<sup>1</sup>. (marked in yellow).



Key:

1. Tauranga Valley Scenic Reserve 1
2. Tauranga Valley Scenic Reserve 2
3. Radar Hill – core area
4. Marble Bay, Ōrua Bay
5. Whangaihe Bay (pine plantation and airstrip)
6. Mahinepua Bay and Rapiki Bay
7. 2G2 and shareholder Iwi lands (Hikuwai Block)
8. Mahinepua Peninsula Scenic Reserve
9. Ōtengi Block
10. Deer Farm
11. Private land
12. Tauranga Bay subdivision, east of Tauranga Bay stream
13. Pūmanawa Farms Ltd

---

<sup>1</sup> Pest management is encouraged and supported on neighbouring properties across a ‘buffer zone’ around the designated impact area, with collaboration between landowners and the Society.