

Constitution of Enterprise Kapiti Horowhenua Incorporated

1 Name

The name of the society shall be "ENTERPRISE KAPITI HOROWHENUA INCORPORATED" (hereinafter called "the Group").

2 Registered Office

The registered office of the Group shall be at such place within New Zealand as the Board hereinafter shall from time to time determine.

3 Definitions

In this Constitution the following definitions apply:

"Additional Board Member" means a Board Member appointed in accordance with Rule 9(a)(iv).

"Annual General Meeting" means the annual general meeting of the Group convened and conducted in accordance with Rule 18.

"Board" means the Board of Management for the time being of the Group in place pursuant to Rule 8(a) and Rule 9.

"Board Member" means the board members elected or appointed in accordance with these Rules.

"Body Corporate" shall include registered companies, incorporated societies, government and local authorities and registered charitable trusts.

"Chairperson" means the chairperson of the Board elected pursuant to Rule 9(d).

"Chief Executive" means the person holding office pursuant to Rule 10 for the time being.

"Council Board Member" means the Board Member appointed by either the Kapiti Coast District Council or the Horowhenua District Council pursuant to Rule 9(a)(ii).

"Elected Board Member" means a member elected at an Annual General Meeting to be a member of the Board pursuant to Rule 9(a)(i) and Rule 11 and includes any person appointed to fill a vacancy pursuant to Rule 12(b).

"Group" means the Members of this Society.

"Horowhenua" means all that area delineated on S.O. Plan No. 36025 deposited with the Chief Surveyor of the Wellington Land District, including any other area or region for which the Horowhenua District Council is responsible.

"Horowhenua District Council" means the territorial authority constituted by the Local Government (Manawatu-Wanganui Region) Reorganisation Order 1989 and includes any local authority carrying on in succession or as a result of an amalgamation of the Horowhenua District Council.

"Iwi Board Member" means a Board Member appointed in accordance with Rule 9(a)(iii).

"Kapiti" and the term "Kapiti Coast" means all that area delineated on S.O. Plan No. SO35973 deposited with the Chief Surveyor of the Wellington Land District, including any other area or region for which the Kapiti Coast District Council is responsible.

"Kapiti Coast District Council" means the territorial authority constituted by the Local Government (Wellington Region) Reorganisation Order 1989 and includes any local authority carrying on in succession or as a result of an amalgamation of the Kapiti Coast District Council.

"Kapiti Horowhenua Region" means all that area encompassed by the Horowhenua and Kapiti.

"Secretary" means the person holding office pursuant to Rule 10 for the time being.

"Special General Meeting" means a special general meeting of the Group convened and conducted in accordance with Rule 19.

"Treasurer" means the person holding office pursuant to Rule 10 for the time being.

- (a) Words importing the singular include the plural and vice versa.
- (b) Reference to a Rule is to the relevant provision of these Rules.

4 Objectives

- (a) To develop, attract, maintain and encourage sustainable economic well being and business prosperity in the Kapiti Horowhenua Region.
- (b) To foster projects and initiatives which are employment rich.
- (c) To promote and market visitor and business attractions on behalf of the Kapiti Horowhenua Region nationally and internationally.
- (d) To provide appropriate advice to the business community.
- (e) To promote the interests of the business and tourism communities to local, regional, national and international agencies and organisations.
- (f) To co-ordinate business and tourism related community activities.

5 Powers

The powers of the Group shall be:

- (a) To promote, encourage, support and assist every activity that would result in the creation of sustainable economic well being and employment opportunities in the Kapiti Horowhenua Region.
- (b) To promote, develop and utilise the resources of the Kapiti Horowhenua Region, and provide assistance of every possible kind to persons, companies and organisations which are or will carry on projects, activities

and enterprises to so develop and utilise the resources of the Kapiti Horowhenua Region, and thereby provide sustainable economic well being and employment opportunities.

- (c) To aid and assist new and existing commercial activity operating in or to operate in the Kapiti Horowhenua Region and generally to promote trade, industry, tourism, agriculture and manufacturing operating in and from the Kapiti Horowhenua Region.
- (d) To assist individuals, companies, societies and associations to carry out undertakings of every description which would create and promote employment in the Kapiti Horowhenua Region and to assist in the arranging of finance for such individuals, companies, societies and associations.
- (e) To act as manager of property of every kind both real and personal whether owned by the society or by other persons.
- (f) To collect and provide information of every description and provide expertise, professional help and knowledge to persons, societies, companies or other bodies operating in the Kapiti Horowhenua Region.
- (g) To market and assist in the marketing of products and services of every kind manufactured created, produced or coming from the Kapiti Horowhenua Region.
- (h) To promote and market the Kapiti Horowhenua Region generally in other parts of New Zealand and overseas and to assist in every possible way other organisations and bodies involved with promotion of the area and its output.
- (i) To publish and circulate periodicals and publications of every kind which would assist in the promotion of the Kapiti Horowhenua Region and to commission and produce radio and television programmes relating to the promotion of the area, to hold competitions which may be calculated to publicise and promote the area and generally to disseminate publicity of every kind consistent with the objects of the Group.
- (j) To employ experts to investigate and examine the condition, prospects, value and circumstance of any business or undertaking which in the opinion of the Board would be suitable for the Kapiti Horowhenua Region.
- (k) To organise, assist in and co-ordinate the raising of funds by any lawful means whatsoever for the purpose of the carrying out of all or any of the objectives of the Group.
- (l) To pay and employ such person or persons for such duties relating to the objectives of the Group and on such terms as the Board shall think fit.
- (m) To purchase, acquire, sell, lease, exchange, mortgage or otherwise deal with any real or personal property with a view to carrying out of all or any of the objects of the Group.
- (n) To receive and accept gifts and donations and to deal or apply such gifts and donations in such manner as the Board shall from time to time decide.

- (o) To enlist the support of departments of state, public bodies, charitable trusts, professional associations or any other organisations or group of persons (whether incorporated or not) whose activities or interests are wholly or partially concerned with the creation of sustainable economic well being and employment opportunities in the Kapiti Horowhenua Region.
- (p) To make grants, loans or advances to any persons or Body Corporate for any purpose which in the opinion of the Board will assist in the promotion of the object of the Group upon and subject to such terms and conditions as the Board shall determine.
- (q) To use the funds of the Group as the Board may consider necessary or proper in the payment of the costs and expenses in furthering or carrying out the objects of the Group or any of them including the employment of counsel, solicitors, agents, officers and servants as shall appear necessary or expedient.
- (r) To do or assist in the doing all such things as are in the opinion of the Board incidental or conducive to the carrying out and attainment of the objects of the Group or any such objects or which may conveniently be carried out or done in conjunction therewith or which are calculated directly or indirectly to promote the creation of sustainable economic well being and employment opportunities in the Kapiti Horowhenua Region.
- (s) To borrow or raise money either by bank overdraft or otherwise and secure the repayment thereof by the issue of mortgage, bonds, debentures or any other security over all or any of the Group's property.
- (t) To enter into contracts of any kind including agency contracts as the Board considers to be in the best interests of the society and in furtherance of its objectives.
- (u) To enter into and give guarantees on such terms and conditions as the Board considers to be in the best interest of the Society and furtherance of its objectives.

6 Membership

The members of the Group may consist of individuals and Body Corporate. Where a Body Corporate that organisation will act through its representative duly appointed in manner hereinafter provided for such representative to hold that position at the pleasure of the Body Corporate and may be changed by the Body Corporate from time to time in manner hereinafter set out.

7 Membership Entry

- (a) Any individual, non-profit organisation or business can apply to become a financial member of the Group. Membership will be subject to the Board's confirmation and to payment by the applicant of the first year's membership fee at the rate of membership fee as decided upon from time to time by the Board.
- (b) Except where otherwise provided or modified any person or Body Corporate wishing to become a member shall provide full name, address and such other details as the Board may require for its records. A

request to become a member shall be accompanied by the prescribed subscription or fee for such membership. The request shall be accompanied by the signature of two members in support of the request. The Board shall consider each membership request and at its unrestricted discretion approve or disallow the admission of any person to membership.

- (c) If approved the person or Body Corporate shall immediately become a member and the member's name, address, occupation and date of approval and classification of membership shall be entered into the Group's register of members.
- (d) If any membership request is disallowed, the Board shall not be required to give reasons for its decision. The person or Body Corporate wishing to become a member and whose request has been disallowed, may appeal to the Group by written notice signed by that person and ten members. Upon such written notice of appeal being lodged in the hands of the Chief Executive at least fourteen days before the Annual General Meeting, then such person or Body Corporate shall be admitted to membership upon election by majority of the members present and entitled to vote but such person shall not have any right by virtue of such application to be present at that Annual General Meeting.

8 Board of Management

- (a) The management and control of the affairs of the Group shall be vested in a board of management (herein elsewhere referred to as "the Board"). The Board shall consist of the following officers:
 - (i) Three Elected Board Members (by election),
 - (ii) Two Council Board Members (by appointment),
 - (iii) One Iwi Board Member (by appointment), and
 - (iv) Two Additional Board Members (by appointment).
- (b) The Board shall have all the powers of the Group which are not expressly required to be exercised by the Group in general meeting, or as otherwise provided for in these Rules. The Board may make regulations and by-laws with regard to the Group's property and facilities and all other matters providing for the management and general order of the Group. Such regulations and by-laws shall be binding on all members of the Group.
- (c) The Board shall make "best endeavours" to communicate all Board decisions to members of the Group in such manner as from time to time might be appropriate, provided always the Board may withhold or delay communication on any matter considered by the Board as being too sensitive for publication (whether from commercial aspect or because of personal circumstances). Any matter considered too sensitive for publication shall be noted in the minute Book to that effect.

9 Board Members

- (a) The Board shall be made up as follows:
 - (i) **Elected Board Members.** There shall be three elected Board Members. Such appointments shall be for a term of two years which shall expire immediately after the next appropriate Annual General Meeting.
 - (ii) **Council Board Members.** There shall be two Council appointed Board Members, one appointed by Horowhenua District Council and one appointed by Kapiti Coast District Council. The Council Board Members shall hold office for a term of up to two years at the pleasure of the Council responsible for the appointment who may remove or change their respective Council Board Member from time to time.
 - (iii) **Iwi Board Member.** There shall be one Iwi Board Member appointed by the Kapiti Horowhenua Iwi organisations. The Iwi Board Member shall hold office for a term of up to two years at the pleasure of the Iwi organisations responsible for the appointment who may remove or change their Iwi Board Member from time to time.
 - (iv) **Additional Board Members.** There shall be two Additional Board Members appointed by all Board Members. Such appointments shall be for a term of two years and may be changed from time to time by the Board.
- (b) Council Board Members and the Iwi Board Member shall hold office for the term specified by the organisation responsible for their appointment provided that such term shall not exceed two years.
- (c) All Board Members shall be eligible for re-election or reappointment.
- (d) The Board shall by majority elect from its Board Members a Chairperson who shall preside over all Board meetings and other meetings attended by the Chairperson. The Chairperson is ex officio at all meetings. The Chairperson shall remain in office until the first happening of one of the following events:
 - (i) The Chairperson ceasing to be a Board Member, or
 - (ii) The completion of the next Annual General Meeting, or
 - (iii) The Chairperson resigning as Chairperson, or
 - (iv) The Chairperson being removed as Chairperson by 75% majority decision of all Board Members (other than the Chairperson).

10 Board Appointees

- (a) The Board shall from time to time appoint a person or persons to carry out the following functions, viz, Secretary, Treasurer, Chief Executive.
- (b) **Secretary:** The Secretary shall be responsible for the secretarial functions of the Group and shall convene all meetings of the Board.

Such person shall cause to be kept in the minute book an accurate record of all such meetings. The Secretary shall, subject to any direction received from the Chairperson:

- (i) Prepare and submit to the Annual General Meeting a report of the affairs of the Group for the past year, and
 - (ii) Using a general discretion conduct the correspondence of the Group.
- (c) **Treasurer:** The Treasurer shall be responsible for all financial matters and shall have, under authority and direction of the Board, mandate over the general, special and permanent funds of the Group. The Treasurer shall:
- (i) Keep proper records and accounts for the Group including a record of all sums of money received and expended by or on behalf of the Group.
 - (ii) At the end of each financial year prepare and make available to the Board audited financial statements for the Group which comply with the requirements of the Financial Reporting Act 1993 or any other generally accepted accounting practices which from time to time may replace that act.
 - (iii) Ensure that all instruments for the payment of moneys by the Group are drawn in the name of the Group and signed by any two signatories comprising Treasurer, Chairperson, Chief Executive or Board Member authorised from time to time by the Board for that purpose.
 - (iv) All receipts for money paid or for property transferred or conveyed to the Group (including all legacies, contributions, donations or other moneys bequeathed, made or given to the Group) shall be signed by the Treasurer or any other person authorised and such receipt shall be an effectual discharge for the money or other property therein stated to have been received.
- (d) **Chief Executive:** The Chief Executive shall be responsible for the day to day operation of the Group within the policies and budgets approved by the Board (including but not by way of limitation the supervision of all staff and maintenance of all buildings and facilities that are Group property). The Board may from time to time delegate to the Chief Executive such of its rights and powers as it thinks fit. The Board may from time to time bestow on the Chief Executive some or all of the functions of the Secretary and/or Treasurer.
- (e) Any person or persons appointed to the role of Secretary, Treasurer and/or Chief Executive shall hold office at the pleasure of the Board or as otherwise might be decided in writing by the Board and such person's remuneration and other terms and conditions shall be as the Board in its absolute discretion determines appropriate or as otherwise is recorded in writing with the appointed person.
- (f) The person appointed "Chief Executive" shall use that designation but the terms "Secretary" and "Treasurer" shall only be used with approval from the Board.

- (g) The person or persons carrying out the duties of Secretary, Treasurer and Chief Executive shall attend such Board meetings and other meetings as required by the Board (illness, holidays and absence with leave of the Board excepted).
- (h) Any Board Member shall be eligible for appointment to the role of Secretary or Treasurer but not to the role of Chief Executive. The role of Secretary/Treasurer may be combined and may be merged in with the role of Chief Executive provided a Board Member does not hold the combined role.

11 Nominations

Candidates for the position of Elected Board Members, shall be nominated in writing by two members of the Group. All nominations shall be placed in the hands of the Secretary or Chief Executive seven days before the time fixed and advertised for the meeting. In the event of no nominations or insufficient nominations being received, the members, may at the appropriate meeting, elect without prior nomination, some member or members to fill the position or positions in respect of which no nominations have been received.

12 Vacation of Officers

- (a) The position of any Board member shall be vacated if any such holder:
 - (i) If holding office as an Elected Board Member, ceases to be a member of the Group.
 - (ii) In writing resigns from such office.
 - (iii) Becomes of unsound mind.
 - (iv) Is convicted of any offence which carries liability to imprisonment for a term maximum exceeding three months.
 - (v) Is adjudged to be an insolvent person.
 - (vi) Is removed from office by the Council or Iwi organisation responsible for their appointment.
- (b) In the event of a vacancy occurring in the Elected Board Members or Appointed Board Members, the Board may appoint a Group member to fill such vacant position for the unexpired term of office.

13 Absence from Meetings

Any member absenting themselves from three or more consecutive meetings, without leave shall cease to be a member of that Board unless the Board in writing otherwise decides before or after that event.

14 Audit

The financial statements of the Group shall be audited by any person other than a Board Member and the Auditor shall be elected annually by the Annual General Meeting. The Auditor's remuneration shall be fixed by the Board. Any

retiring auditor shall be eligible for re-election. In the case of any vacancy occurring, the Board shall appoint a person (being a member of the New Zealand Society of Accountants) to fill such vacant position for the unexpired term of office.

15 Powers of Board

In furtherance, and not in limitation of, and without prejudice to the general powers of the Board conferred or implied by these Rules or otherwise howsoever, it is expressly declared that the Board shall have power to do all acts and things which it may consider proper and expedient for accomplishing the objects and carrying out the powers of the Group and in particular may make exercise and perform the following powers and duties:

- (i) To employ and dismiss salaried officers, and
- (ii) To carry out all contracts entered into by the Group.
- (iii) To purchase, lease, or otherwise acquire for the Group any real or personal property which the Board decides from time to time is in the interests of the Group and to purchase same on such terms and conditions as the Board thinks fit, and to give and execute mortgages, instruments or other assurances over the lands or personal property so purchased to secure the balance of purchase money.
- (iv) To let or lease any real or personal property of the Group at such rental and on such terms and conditions, as the Board shall from time to time determine.
- (v) To sell such land as the Group by resolution shall from time to time decide, the terms and conditions of any such sale to be determined by the Board.
- (vi) To purchase, construct and maintain real and personal property of the Group as it considers necessary and to enter into contracts in respect thereof.
- (vii) To borrow or raise money with or without security and when giving security then to secure payment of the same or to secure the payment of any money owing by the Group or the satisfaction or performance of any obligation or liability undertaken by the Group in such manner as the Board shall determine including the power to issue debentures, mortgages, liens and other charges upon the whole or any part of the Group's real and personal property (whether present or future).
- (viii) To delegate all or any of its powers or duties to sub-committees, consisting of such member or members of the Board as may be thought fit, and where the call might arise to appoint from inside and/or outside the Board, persons to comprise an emergency action group.
- (ix) To invest and/or promote and carry out any capital and/or income project designed to enhance the Group facilities and/or finances.
- (x) To invest any surplus funds of the Group in such securities as are approved by the Board.

- (xi) To manage the general affairs of the Group and make by-laws and alter and repeal such by-laws consistent with these Rules as the Board thinks fit, and the Board's decision on all questions shall be binding until set aside by a Special General Meeting or Annual General Meeting of the Group.

16 Group Investments

All investments made by the Group shall be in the name of the Group as an incorporated body and all deeds and other documents in connection with the investment shall be so recorded and further all dividends, profits, interest and other emoluments arising out of such investment shall go to the funds of the Group. The Board shall execute all necessary releases and discharges on repayment of moneys owing under securities.

17 Financial Year and report

The financial year shall be from 1st July to 30th June in each year, or such other period as fixed by the Annual General Meeting. Financial reports shall be considered at every business meeting of the Board. An annual financial report, balance sheet and statement shall be presented at the Annual General Meeting of the Group.

18 Annual General Meeting

The Annual General Meeting of the Group shall be held at such time, date and place as the Board shall from time to time determine, but in any event, shall be held within four months of the close of the financial year. At least ten days before the date of the meeting, notice shall be given to members stating time, date and place of the Annual General Meeting; such notice to be by way of public notice advertisement in a local newspaper and any other way (if any) that the Board may in its discretion think fit. At the discretion of the Board, the general public may be invited to attend the Annual General Meeting and by pleasure of the Chairperson, be accorded speaking rights. The Annual General Meeting, in general, shall be primarily concerned with all matters pertaining to the financial and overall administration, management, policy, welfare and future direction of the Group.

19 Special General meeting

A Special General Meeting (at which the business for which the meeting was convened shall be dealt with) may at any time be called by the Board, or upon the written and signed request of at least twenty five per cent of members or at least thirty members entitled to attend and vote thereat. Upon call or request for such meeting being presented to the Chief Executive the Chief Executive shall consult with the Board and set a time, date and place for the meeting. At least ten days before the date of the meeting, notice shall be given to members stating time, date, place and the purpose of the Special General Meeting; such notice to be by way of public notice advertisement in a local newspaper and any other way (if any) that the Board may in its discretion think fit; provided always the Board may, if it thinks fit, give notice (in addition to or in substitution for the local advertisement notice) to each member either by personal delivery or by ordinary or registered post to the members last known address; provided further a Special General Meeting may be held without notice or on less than ten days notice if all the members of the Group who are financial unanimously

so agree in writing. The business of such Special Meeting shall be restricted to items given in the notice of the meeting (and to such other items as all the members of the Group who are financial unanimously agree to in writing).

20 Office Rights and Members Voting Rights

Except where the Rules otherwise provide, at any Annual General meeting and Special General Meeting any member who is not in arrears with subscription shall be:

- (i) Eligible to be nominated and stand for office.
- (ii) Entitled to attend and speak.
- (iii) Entitled to vote.

21 Quorum

At any Annual General Meeting or Special General Meeting ten per cent of members or fifteen members entitled to attend and vote (whichever is the fewer) shall constitute a quorum. At any Board meeting four officers shall constitute a quorum. Any meeting at which there shall not be a quorum, shall stand adjourned to such date and time as shall be determined by the members present.

22 Procedures at Meetings

- (a) At all meetings the Chairperson (or in the Chairperson's absence or declining to act, then any other duly elected Chairperson) shall take the chair, and every member present who is entitled to vote shall be entitled on every motion to exercise one vote provided always and in the case of a voting deadlock the Chairperson shall have a casting as well as a deliberative vote; provided further in the case of an election deadlock the Chairperson shall have the option of determining the victor by lot rather than by casting vote.
- (b) At all meetings (except as otherwise required by these Rules) all matters of business and question shall be determined by a simple majority of votes.
- (c) The mode of voting on all matters of business and question (other than elections) at all meetings shall be by the voices and/or if the Chairperson or any three other members shall require, by a show of hands; provided always prior to the taking of the vote the Chairperson may declare the matter to be voted upon to be of such nature as to require vote by special ballot whereupon voting shall take place by secret ballot, for which purpose a returning officer and a sufficient number of assistants and scrutineers shall be appointed at the meeting.
- (d) The mode of voting on all elections at all meetings shall be by secret ballot for which purpose a returning officer and a sufficient number of assistants and scrutineers shall be appointed at the meeting.
- (e) Votes shall be given personally or by proxy.

- (f) A declaration of the Chairperson that a resolution has been carried or lost shall be conclusive evidence of the fact.

23 Proxy Instrument

- (a) The Instrument appointing a proxy shall be in writing under the hand of the appointer or attorney of the appointer duly authorised in writing, or if, the appointer is Body Corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Group.
- (b) The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed (or a copy of that power or authority certified to be so by a solicitor of the High Court of New Zealand) shall be deposited at the registered office of the Group or at such other within New Zealand as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument purposes to vote, or shall be presented at the meeting, or adjourned meeting and in default the instrument of proxy shall not be treated as valid.
- (c) An instrument appointing a proxy shall be in the following form or a form as near therefore as circumstances admit:

I/We
of
(being a member/members of the Body Corporate (state name)) hereby
appoint of or failing that
appointee
of as my/our proxy to vote for me/us on
my/our behalf at the (annual or special, as the case may be) general
meeting of the company to be held on the day of
19 , and at any adjournment thereof.

Signed this day of 19

- (d) Where it is desired to afford members an opportunity of voting for or against a resolution the instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances admit:

I/We
of
(being a member/members of the Body Corporate (state name)) hereby
appoint
of or failing that
appointee
of as my/our proxy to vote for me/us on
my/our behalf at the (annual or special, as the case may be) general
meeting of the Group to be held on the day of
19 , and at any adjournment thereof.

Signed this day of 19

*This form is to be used in favour of the resolution
against

*Unless otherwise instructed, the proxy will vote as the proxy thinks fit.
(Strike out whichever is not desired).

- (e) The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
- (f) A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity, revocation or transfer as aforesaid has been received by the Group at the registered office before commencement of the meeting or adjourned meeting at which the proxy is used, or is presented at the meeting or adjourned meeting before the vote is given.

24 Body Corporate Acting by Representative

Any Body Corporate which is a member of the Group may by resolution of its governing body authorise such person as it thinks fit to act as its representative in any matter concerning the Group and the person so authorised shall upon production of authority signed by the Body Corporate be entitled to exercise the same powers and rights on behalf of the Body Corporate as that Body Corporate could exercise if it were an individual member of the Group. The Body Corporate likewise shall have power of removal of such representative. If that representative shall be a Board Member then any removal shall, ipso facto, cause that representative to cease to be a Board Member and thereby create a casual vacancy.

25 Chairperson's Holding Over Discretion

In the interests of the Group, the Chairperson may require that a decision, action, or any other proposal lie upon the table and be held over until a future meeting, to be discussed or dealt with at the next appropriate meeting of the Board or the Group. Should a matter be held over, it shall be placed on the agenda of a convenient meeting and given preferential attention or priority within the general business section. Should the matter be of sufficient importance, then the Chairperson may convene a special meeting to consider the matter laid upon the table or deferred.

26 Subscriptions and Entrance Fee

- (a) The annual subscription payable by members shall be such amount determined by the Board and ratified at the Annual General Meeting each year.
- (b) Membership subscriptions shall become payable on acceptance of membership by the Board and such subscriptions shall be paid on or before three months have elapsed since the due date (failing which a penalty of 10% of the amount owing may be imposed by the Board on all overdue subscriptions).
- (c) The annual subscription period shall be from 1 November of any given year to 31 October in the following year.
- (d) Any member who remains in default of payment of subscription for over three months after the due date of payment in any year, shall not be

entitled to participate in any of the privileges of the Group and shall not be entitled to attend or vote at meetings of the Group, nor stand for office, nor make any nominations until such time as the subscription has been paid.

- (e) If any member fails to pay their subscriptions within six months after the due date of payment in any year, the Board may in its discretion cause the name of such member to be removed from the register of members (thus ceasing membership) provided always that the Board shall have complete and uncontrolled discretionary power to reinstate any such member.
- (f) The Board in its complete and uncontrolled discretion may:
 - (i) In the case of a newly elected member, determine the subscription to be paid for the balance of the financial year.
 - (ii) Remit subscriptions, in whole or in part, for any member.
 - (iii) Remit arrears of subscriptions in whole or part.
- (g) Except where elsewhere provided, in the event of any resignation or termination of any members membership, no member shall have any claim upon the Group for a refund of the whole or any part of the subscription. Overdue fees and subscriptions together with penalty imposed thereon, may be recovered from the defaulter by the Board or its delegate, through Court proceedings and/or such other lawful manner as the Board might think fit.

27 Termination of Membership

- (a) Any member may resign from membership by giving to the Chief Executive notice in writing to that effect and every such notice shall, unless otherwise expressed, take effect thirty days after receipt of such notice.
- (b) The member may withdraw such resignation within thirty days of the original notice, by notice in writing to the Chief Executive to that effect, in which event the resignation shall not be take effect. This right shall apply even though the notice in writing of such resignation specifies a period of effect of less than thirty days, but shall not apply where the said notice unequivocally waives the right to withdraw.
- (c) In the event of a member resigning, no refund of membership fees shall be paid. All property and data which is owned by or is the responsibility of the Group and which is in the possession or control of any resigning member, shall be returned to the Chief Executive at the time of giving notice in writing of such resignation.
- (d) If at any time the Board shall be of the opinion (following a determination at the Board meeting by sufficient votes to comprise a two thirds majority had all Board Members been in attendance) that the interests of the Group might be better served by the termination of a members membership, the Board may at any time by registered or personally served letter on the member (hereinafter called "the initial letter") advise such member that within thirty days of receipt of the initial letter, that member shall without being released from any antecedent liability to the

Group, cease to be a member. Accompanying the initial letter shall be attached a copy of the Rule on termination of membership.

- (e) If the member does not within the thirty days aforesaid object by notice in writing to the Chief Executive of such cessation of membership, then the member on expiry of the thirty days aforesaid shall cease to be a member.
- (f) In the event of the member objecting then the question of the members membership termination shall be submitted to a Board meeting to be held within sixty days of receipt of the initial letter.
- (g) The member whose membership termination is sought shall have not less than ten days notice of the meeting, and shall be given in sufficiently clear and informed terms, the grounds on which it is sought to terminate membership of the member.
- (h) At such meeting the member whose membership termination is under consideration shall be allowed (with or without Counsel) to make submissions both verbally and in writing. If the majority of the Board Members present shall vote for that member's termination of membership, that member shall thereupon cease to be a member of the Group.
- (i) Any member having membership so terminated and who made submissions aforesaid shall have the right to appeal to a Special General Meeting to be summoned by the Board within thirty days of such membership termination, when a majority of those present at such meeting shall be required by election to confirm or reject the membership termination. The appeal right must be exercised by the member giving the Chief Executive written notice thereof within seven days of the termination of membership.
- (j) The member shall have the right to be heard (with or without Counsel) at the Special General Meeting. If the membership termination is rejected the member shall be reinstated without requiring payment of additional membership fees or formal application for membership. No compensation shall be payable by the Group to the member.
- (k) The Board shall have power to exclude such member from the Group's premises and activities during any period from the member's receipt of the initial letter to the hearing at the Special General Meeting.

28 Suspension of Membership

- (a) If at any time the Board shall be of the opinion (following a determination at a Board meeting by sufficient votes to comprise a two thirds majority had all Board Members been in attendance) that the interests of the Group might be better served by the suspension of a member's membership, the Board may at any time by registered or personally served letter on the member (hereinafter called "the suspension letter"), advise such member that within seven days of receipt of the suspension letter, that member shall without being released from antecedent liability to the Group be suspended as a member for such period as is stated in the suspension letter. Accompanying the suspension letter shall be attached a copy of the Rule on suspension of membership.

- (b) If the member does not within the seven days aforesaid, object by notice in writing to the Chief Executive of such suspension of membership, then the member on expiry of the seven days aforesaid shall be suspended as a member for the period aforesaid.
- (c) In the event of the member objecting, then the question of the member's membership suspension shall be submitted to a Board meeting to be held within thirty days of receipt of the suspension letter.
- (d) The member whose membership suspension is sought shall have not less than ten days notice of the meeting, and shall be given in sufficiently clear and informed terms, the grounds on which it is sought to suspend membership of the member.
- (e) At such meeting the member whose membership suspension is under consideration shall be allowed (with or without Counsel) to make submissions both verbally and in writing. If the majority of the Board members present shall vote for that member's suspension of membership, that member shall thereupon be suspended as a member of the Group for the period aforesaid or such lesser period as the Board might determine.
- (f) Any member having membership so suspended and who made submissions aforesaid shall have the right to appeal to a Special General Meeting to be summoned by the Board within thirty days of such membership suspension, when a majority of those present at such meeting shall be required by election to confirm or reject the membership suspension. The appeal must be exercised by the member giving the Chief Executive written notice thereof within seven days of the suspension of membership.
- (g) The member shall have the right to be heard (with or without counsel) at the Special General Meeting. If the membership suspension is rejected the member shall be reinstated and the suspension thereupon shall be declared null and void. No compensation shall be payable by the Group to the member.
- (h) The Board shall have power to exclude such member from the Group's premises and activities (in whole or in part) during any membership suspension and during any period from the member's receipt of the suspension letter to the hearing at the Special General Meeting.

29 Property

The property, effects and moneys of the Group shall belong to the Group as an incorporated body, and no member shall acquire or be entitled to acquire any personal or individual interest in any of the property of the Group by virtue of being a member of the Group.

30 Complaints

All complaints and disputes must be made in writing to the Chief Executive in order that they may be submitted to the Board and no complaint or dispute will be considered unless it is made in writing or unless the Board in its complete and uncontrolled discretion sees fit to consider an unwritten complaint. The Board shall reply to the complainant in the manner (written or unwritten) that

the complaint was made to the Board, such reply to be given within sixty days of receipt of complaint.

31 Limitation of Board Liability

The Board shall be responsible only for such moneys as they shall respectively actually receive on account of the Group notwithstanding their joining in or signing any receipt or receipts for the sake of conformity and none of them shall be answerable for any act or default of any other of them nor to any loss or damage whatsoever which may happen to the Group, unless the same shall have been caused by their own act of gross neglect or default.

32 Seal

The Chief Executive shall provide for the safe custody of the common seal of the Group which shall only be used by the authority of and pursuant to a resolution duly passed by the Board and every instrument to which the Common Seal is affixed shall be signed by one member of the Board and countersigned by the Chief Executive or by a second member of the Board or by some other person appointed for that purpose.

33 Personal Benefit Restriction

Notwithstanding anything else herein contained:

- (a) No member of the Group or any person associated with a member shall participate in or materially influence any decision made by the Group in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever.
- (b) Any such income paid shall be reasonable and relative to that which would be paid in an arms length transaction (being the open market value).

The provisions and effect of this Rule shall not be removed from this constitution and shall be included and implied into any constitution replacing this constitution.

34 Winding Up

The Group may be wound up voluntarily, and any assets disposed of by resolution at a Special General Meeting called for the purpose in accordance with the provisions of these Rules. At such Special General Meeting, the quorum shall be not less than two-fifths of the then members of the Group entitled to attend and vote at any such Special General Meeting. Any resolutions carried for voluntary winding up and disposition of assets, must be confirmed at a subsequent Special General Meeting duly constituted and with a same minimum quorum and held not earlier than thirty days and not later than ninety days after the date on which the resolutions to be confirmed were passed. If upon the winding up or dissolution of the Group there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed to the members of the Group but shall be given or transferred to some other charitable organisation or body having objects similar to the objects of the Group and in any event being for the benefit or promotion of the Kapiti Horowhenua Region within New Zealand. Disposal

shall be as directed by the Horowhenua District Council and the Kapiti Coast District Council or their successor, or if no successor then as directed by the High Court of New Zealand.

35 Alteration of Rules

No alteration, addition or rescinding of these Rules shall be made unless notice calling a Special General Meeting and show the nature of the proposed alteration, addition or rescinding shall be given to members in the prescribed manner and such alteration, addition or rescinding shall have been approved by a 75% majority of the members present who are entitled to vote. No alteration, addition or rescinding shall be made to this Rule, the personal benefit restriction Rule and the winding up Rule unless approval in writing is applied for, of the Inland Revenue Department or the Charities Commission. At the Special General Meeting any proposed alteration, addition or rescinding may be approved, or rejected, or approved following modification. Any alteration, addition or rescinding to the Rules shall become operative from the date of registration of such alteration, addition or rescinding with the Registrar of Incorporated Societies.

36 Constitution Interpretation

- (a) In the event of any dispute, doubt, ambiguity or difference arising as to the interpretation or application of these Rules or any of them, the decision of the Board in respect of such dispute, doubt, ambiguity or difference shall be final and binding.
- (b) A substantial compliance with this constitution whether as to form, time, number or as to any other matter, shall in all cases be good and sufficient and no regulation, resolution, decision, election, appointment, notice or other matter or thing shall be invalidated by reason only of a failure to comply exactly with these Rules.
- (c) In the event of any matter or circumstance arising in or about the conduct of the Group's activities and affairs and/or the carrying out of its objects or any of them, and there being no provision or provisions in these Rules dealing effectively with such matter or circumstance, the Board may in its discretion (not controllable in any Court of law or equity) deal with and dispose of such matter or circumstances in such manner as it thinks fit.