

## Constitution

1. **Name:** Christchurch Schools' Music Festival Association Incorporated; in this constitution called "the Association".
2. **Objects:** The objects of the Association are:
  - 2.1. To enable children to participate in the musical life of the community through the fostering and promotion of choral and instrumental music in schools.
  - 2.2. To organise, promote and present the Christchurch Schools' Music Festival.
  - 2.3. To provide professional development opportunities for teachers of music.
  - 2.4. To create opportunities for groups of pupils to make music together.
  - 2.5. To support music-making in schools.
  - 2.6. To showcase the works of New Zealand composers.
  - 2.7. To carry out other activities consistent with the charitable objects of the Association.
3. **Powers:** The Association will have the following powers:
  - 3.1. To use its funds as the Executive thinks necessary or proper in payment of its costs and expenses, including the employment and dismissal of counsel, solicitors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactments.
  - 3.2. To purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Executive thinks necessary or proper for the purpose of attaining the objects of the Association and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges.
  - 3.3. To invest surplus funds in any way permitted by law for the investment of incorporated Association funds and upon such terms as the Executive thinks fit.
  - 3.4. To borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Executive thinks fit.
  - 3.5. To do all things as may from time to time be necessary or desirable to give effect to and attain the objects of the Association.
4. **Membership:**
  - 4.1. **Member schools or groups** Membership of the Association shall be open to:
    - 4.1.1. All individual state, integrated and registered independent primary and intermediate schools of the Christchurch Metropolitan area, and
    - 4.1.2. Individual state, integrated and registered independent primary and intermediate schools outside the Christchurch Metropolitan area as may be approved by the Executive at its absolute discretion, and
    - 4.1.3. Groups of state, integrated and registered independent primary and intermediate schools acting as a combined collective, or groups of children brought together outside of a school as a collective, as may be approved by the Executive at its absolute discretion.

- 4.1.3.1. The sole purpose of collective membership is to enable the involvement of small schools and individual children who otherwise would not be able to participate in the Festival.
- 4.1.4. Any school, or combined schools, or group which meet(s) the criteria for membership above, and which further meet(s) any additional entry criteria as determined annually by the Executive, and which agree(s) with the objects of the Association may, subject to the approval of the Executive, become a member school of the Association by application in writing and upon payment of the annual subscription.
- 4.1.5. The membership of a school in the Association is vested in the principal of the school or any person acting as principal of the school. The principal of the school may delegate representation of the school at meetings of the association.
  - 4.1.5.1. Where a group of schools joins as a collective, membership will be vested in one of principals of the schools in the group as determined by the group of schools.
  - 4.1.5.2. Where a group of individual children joins the association, membership will be vested in the conductor of the group.

#### 4.2. **Life Members**

- 4.2.1. An individual may be made a Life Member of the Association by decision of the Executive. Life Membership is conferred for outstanding service to the Association.
- 4.2.2. Any vote concerning the conferring of Life Membership shall be by secret ballot if so requested by any member of the Executive present.
- 4.2.3. Life Members may exercise all the rights and privileges of membership of the association but shall not be liable to pay any subscription or fee of any kind to the Association for these privileges.
- 4.3. **Register:** A register of members of the Association will be maintained by the Secretary in accordance with the provisions of the Incorporated Societies Act, 1908 and subsequent enactments.
- 4.4. **Termination of Membership:** Membership of the Association may be terminated by:
  - 4.4.1. Request for withdrawal provided in writing by the principal of a member school.
    - 4.4.1.1. The annual subscription paid by the school will be forfeit to the Association on withdrawal.
  - 4.4.2. Non-payment of the annual subscription to the Association. Membership will be terminated if the annual subscription remains unpaid four weeks after the due date.
  - 4.4.3. Expulsion from the Association by the Executive.
    - 4.4.3.1. The Executive may expel a member school for
      - 4.4.3.1.1. misconduct of teachers and/or pupils from the member school during events conducted by the Association, or
      - 4.4.3.1.2. contravention of the reasonable requirements of the Executive, or

- 4.4.3.1.3. any other action of the member school or its representatives which in the opinion of the Executive brings the Association into disrepute.
  - 4.4.3.2. Any person or organisation may make a complaint to the Executive that the conduct of a member school of the Association is or has been injurious to the character of the Association. Every such complaint will be in writing and addressed to the Secretary.
  - 4.4.3.3. If the Executive considers that there is sufficient substance in the complaint, it may invite representatives of the member school to attend a meeting of the Executive and to offer a written and/or oral explanation of the conduct.
  - 4.4.3.4. The Executive will give the member school at least fourteen (14) days written notice of the meeting. The notice will:
    - 4.4.3.4.1. sufficiently inform the member school of the complaint so that the member school can offer an explanation of the conduct; and
    - 4.4.3.4.2. inform the member school that if the Executive is not satisfied with the explanation the Executive may expel the member school from the Association.
  - 4.4.3.5. If in the meeting the Executive decides to expel the member school from the Association, the member school will cease to be a member of the Association.
  - 4.4.3.6. Expulsion of a member school will not prevent that school applying for membership in subsequent years.
- 5. Subscription:** Each member school shall pay the annual subscription as approved by the Annual General Meeting of the Association.
- 6. Meetings:**
- 6.1. General Meeting refers to both Annual General Meeting and Special General Meeting, unless otherwise specified.
  - 6.2. **Annual General Meeting**
    - 6.2.1. The Annual General Meeting shall be held during February or March of each year.
    - 6.2.2. The Annual General Meeting will carry out the following business
      - 6.2.2.1. Receive the minutes of the previous Annual General Meeting.
      - 6.2.2.2. Receive the President's report and the Music Director's report on the activities of the Association over the last year.
      - 6.2.2.3. Receive the balance sheet and statement of income and expenditure for the past year.
      - 6.2.2.4. Elect the officers and other ordinary members of the Executive of the Association (see Section 7).
      - 6.2.2.5. Appoint an auditor of the Association's accounts.
      - 6.2.2.6. Approve the annual subscription fee for the year.

6.2.2.7. Conduct any other business which may properly be brought before the meeting.

### 6.3. General Meetings

- 6.3.1. The quorum for a General Meeting will be seven (7) representatives of member schools present in person.
- 6.3.2. At least fourteen (14) days written notification of each General Meeting will be given to member schools at the current address for such members recorded in the register of members. It will be the responsibility of member schools to keep the Secretary informed of their contact details.
- 6.3.3. Notification of a General Meeting will specify the time, date and place of the meeting.
- 6.3.4. Notification will also describe in a general way all the matters that will arise to be considered.
- 6.3.5. The General Meeting will be chaired by the current President of the Association. In the absence of the President, the Vice-President will chair the meeting. In the absence of President and Vice-President, the meeting will elect a member of the Executive to chair the meeting from among the Executive members present.
- 6.3.6. A member school may be represented at a General Meeting by a nominee appointed by the member school.
  - 6.3.6.1. A member school will have the right at any time to change, withdraw or revoke the appointment of the member school's nominee by notice in writing to the Secretary.
- 6.3.7. All questions will if possible be decided by consensus. However, where a consensus decision cannot be reached on a matter, the decision will, unless otherwise specified in this constitution, be made by a majority vote.
- 6.3.8. Each member school which has a current subscription to the Association is entitled to one vote which must be cast by a representative of the school who is present at the meeting.
- 6.3.9. Each elected officer of the Association, and each officer appointed by the Executive, is entitled to one vote.
  - 6.3.9.1. An elected or appointed officer of the Association may vote as a representative of a member school in addition to exercising his/her own vote.
- 6.3.10. Voting will be by a show of hands unless members indicate an alternative preference.
- 6.3.11. If any member requests a secret ballot on any vote or election, a secret ballot will be held.
- 6.3.12. If voting is tied, the chairman will have a casting vote.

6.4. **Special General Meetings** A Special General Meeting may be called by the Executive or upon the written request of at least seven member schools holding current subscriptions to the Association.

6.4.1. The business of a Special General Meeting shall be confined to the matter set out in the notice of meeting.

6.4.2. Notice of a Special General Meeting must include detail as to the purpose of the meeting.

**7. Officers of the Association:**

7.1. The following office-holders will be elected annually at the Annual General Meeting:

7.1.1. Patron

7.1.2. President

7.1.3. Vice-President

7.1.4. Secretary Treasurer

7.1.4.1. The office of Treasurer may be held separately.

7.1.5. Director of Music

7.1.5.1. The office of Director of Music may be held jointly by two persons.

7.1.6. Auditor

**8. Executive:**

8.1. Executive will be composed of the following:

8.1.1. All officeholders of the Association

8.1.2. No less than three (3) and no more than six (6) representatives of member schools elected to the Executive at the Annual General Meeting.

8.1.3. The following who are appointed by the Executive:

8.1.3.1. Business Manager

8.1.3.2. Stage Manager

8.1.3.3. Webmaster

8.1.3.4. All associate conductors, conductors and accompanists of Special Groups.

8.1.3.5. Such other persons to fulfil specific roles as may be required by the Executive

8.2. The Executive will have the power to fill any places vacant following the Annual General Meeting, or any vacancy that arises in the Executive or among its named officers until the next Annual General Meeting.

8.3. Elected members of the Executive will retire at each Annual General Meeting, but will be eligible for re-election at the same and subsequent meetings. Newly elected Executive members will take office immediately upon their election.

8.4. Nominations for elected office-bearers may be made by way of written nomination signed by a representative of current member school and endorsed with the consent of the nominee and given to the Secretary at least seven (7) days before the day fixed for the Annual General Meeting.

8.5. If there are insufficient nominations to fill the vacant positions on the Executive, oral nominations may be received at the Annual General Meeting, provided that no member will be elected who has not consented to being nominated.

8.6. The procedure for meetings of the Executive will be as follows:

- 8.6.1. A quorum will be at least five (5) members of the Executive.
- 8.6.2. If a member of the Executive, including an office-bearer, does not attend three (3) consecutive meetings without leave of absence that member may, at the discretion and on decision of the Executive, be removed from the Executive.
- 8.6.3. All questions will if possible be decided by consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands.
- 8.6.4. If the voting is tied, the Chairman will exercise a casting vote.
- 8.6.5. Each meeting will be chaired by the President of the Association or, in her/his absence, by the Vice-president or in the absence of both of these office-holders, by a member of the Executive appointed by the Executive.
- 8.6.6. The Executive will meet at least six (6) times every year. Meetings may be held in person or by any other means of communicating as decided on by the Executive from time to time.
- 8.6.7. All members of the Executive, including office-bearers, will be given at least (7) days notice of the meeting by the Secretary, verbally or in writing.
- 8.6.8. The Secretary will ensure that minutes of each meeting are recorded and retained, are made available to any member of the Association on request and which, for each meeting of the Executive, records
  - 8.6.8.1. the names of those present;
  - 8.6.8.2. all decisions which are required by the constitution or by law to be made by the Association; and
  - 8.6.8.3. any other matters discussed at the meeting.

**9. Income, benefit or advantage to be applied to objects:**

- 9.1. Any income, benefit or advantage will be applied to the objects of the Association.
- 9.2. No person associated with a member school nor a member of the Executive shall participate in or materially influence any decision made by the Association in respect of any payment to or on behalf of that associated person or member of the Executive of any income, benefit or advantage whatsoever
- 9.3. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).
- 9.4. The provision and effect of this clause shall not be removed from this constitution and shall be implied into any document replacing this constitution

**10 Power to delegate:**

- 10.1 The Executive may from time to time appoint any committee and may delegate any of its powers and duties to any such committee or to any person. The committee or person may without confirmation by the Executive exercise or perform the delegated powers or duties in the same way and with the same effect as the Executive could itself have done.
- 10.2 Any committee or person to whom the Association has delegated powers or duties will be bound by the charitable terms of the Association and any terms or conditions of the delegation set by the Executive.

- 10.3 The Association will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Executive.
- 10.4 It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a member of the Association.

**11 Financial Arrangements:**

- 11.1 The financial year of the Association will be from 1<sup>st</sup> April to 31<sup>st</sup> March the following year.
- 11.2 At the first meeting of the Executive following each Annual General Meeting, the Executive Committee will decide by resolution the following:
  - 11.2.1 how money will be received by the Association
  - 11.2.2 who will be entitled to produce receipts;
  - 11.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;
  - 11.2.4 who will be allowed to authorise the production of cheques and the names of cheque signatories; and
  - 11.2.5 policy concerning the investment of money by the Association, including what type of investment will be permitted.
- 11.3 The Treasurer will ensure that true and fair accounts are kept of all money received and expended.
- 11.4 The Executive will arrange for the accounts of the Association for that financial year to be audited by a person appointed for that purpose.

**12 Common seal:**

- 12.1 The Common Seal of the Association will be kept in the custody and control of the Secretary.
- 12.2 When required, the Common Seal will be affixed to any document following a resolution of the Association and will be signed by the Treasurer and one other person appointed by the Executive.

**13 Indemnity:**

- 13.1 No Officer or member of the Executive shall be liable for the acts or defaults of any other Officer or member of the Executive or any loss occasioned thereby, unless occasioned by their wilful default or by their wilful acquiescence.
- 13.2 The Officers, Executive and each of its members shall be indemnified by the Association for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their wilful default.

**14 Alteration of Rules:**

- 14.1 The rules of the Association may only be amended in any way by a two-thirds majority of eligible representatives of member schools personally present at any General Meeting, provided that no addition to or alteration of the objects clause (section 2), the pecuniary profit clause (section 9), the activities limited to New Zealand clause (section 16), or the winding up clause (Section 17) will be approved without the prior consent of the Department of Inland Revenue.

**15 Mediation and arbitration:**

- 15.1 Any dispute arising out of or relating to this deed may be referred to mediation, a non-binding dispute resolution process in which an independent mediator facilitates negotiation between parties.
- 15.2 Mediation may be initiated by either party writing to the other party and identifying the dispute which is being suggested for mediation. The other party will either agree to proceed with mediation or agree to attend a preliminary meeting with the mediator to discuss whether mediation would be helpful in the circumstances.
- 15.3 The parties will agree on a suitable person to act as mediator or will ask the Arbitrators' and Mediators' Institute of New Zealand Inc. to appoint a mediator. The mediation will be in accordance with the Mediation Protocol of the Arbitrators' and Mediators' institute of New Zealand Inc.
- 15.4 The mediation shall be terminated by-
  - 15.4.1 The signing of a settlement agreement by the parties; or
  - 15.4.2 Notice to the parties by the mediator, after consultation with the parties, to the effect that further efforts at mediation are no longer justified; or
  - 15.4.3 Notice by one or more of the parties to the mediation to the effect that further efforts at mediation are no longer justified; or
  - 15.4.4 The expiry of sixty (60) working days from the mediator's appointment, unless the parties expressly consent to an extension of this period.
- 15.5 If the mediation should be terminated as provided in 15.4.2, 15.4.3, 15.4.4, any dispute or difference arising out of or in connection with this constitution, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in New Zealand in accordance with New Zealand law and the current Arbitration Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc. The arbitration shall be by one arbitrator to be agreed upon by the parties and if they should fail to agree within twenty-one (21) days, then to be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc.

## **16 Activities limited to New Zealand:**

- 16.1 The activities of the Association will be limited to Aotearoa/New Zealand.

## **17 Winding up and disposition of surplus assets:**

- 17.1 The Association may be wound up if at a General Meeting of representatives of its member schools, it passes a resolution to wind up, and the resolution is confirmed at a subsequent General Meeting called together for that purpose and held not earlier than 30 days after the date on which the resolution to be confirmed was passed.
- 17.2 Any surplus assets after the payment of all outstanding liabilities will be distributed among such charitable organisations in Christchurch that have similar objects to the Association and as the members will decide in a General Meeting. If the Association is unable to resolve any disagreement over the distribution of surplus assets then any surplus assets shall be distributed for charitable purposes as the registrar shall direct in accordance with the provisions of Section 27 of the Incorporated Societies Act 1908, or the relevant provisions of subsequent enactments.