

Christchurch Schools' Music Festival Association Incorporated

Amended Constitution 2025

1. Name: Christchurch Schools' Music Festival Association Incorporated; in this constitution called "the Association".

2. Purposes: The purposes of the Association are:

- 2.1. To organise, promote and present the Christchurch Schools' Music Festival.
- 2.2. To enable children to participate in the musical life of the community through the fostering and promotion of choral and instrumental music in schools.
- 2.3. To carry out other activities consistent with the charitable purposes of the Association.
- 2.4. The Executive (Governing body of the Association) shall not be required to achieve all of the purposes in any given year and shall be entitled to prioritise between purposes as they see fit.
- 2.5. Personal financial gain is not to be a purpose of the Association.

3. Communications:

- 3.1. The Registered Office of the Association shall be the address chosen by the Executive. The registered office shall be notified to the Registrar of Incorporated Societies, Charities Services and the Department of Inland Revenue.
- 3.2. The Executive will appoint one or more people to be the Association's Contact Person/s. The Contact Person/s shall provide their current contact details to the Registrar of Incorporated Societies.

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 in the wider Christchurch area, and
 - 4.1.2. Individual state, integrated and registered independent primary and intermediate schools outside the wider Christchurch area as may be invited and/or 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.
 - 4.1.4. Subject to the approval of the Executive, any school, or combined schools, or group may apply in writing to become a member of the Association, provided that they:
 - 4.1.4.1. meet the criteria for membership above, and
 - 4.1.4.2. meet any additional entry criteria as determined annually by the Executive, and
 - 4.1.4.3. agree with the purposes of the Association, and
 - 4.1.4.4. pay the annual subscription for their class of membership, and

The Executive reserves the right to decline an application and shall notify the applicant of its decision. The Executive may attach conditions to any membership, if the applicant has not complied with one or more of the Association's rules or directions within the previous two (2) years. The receipt of a written application for membership shall be treated as consent to membership and as evidence that the applicant is willing to follow the rules of the Association.

4.1.5. The membership of a school in the Association is vested in the principal of the school or any person acting as the Principal's designated representative:

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.

4.1.5.3. A representative of any school or group who is interested in standing for appointment to the Committee must ensure that they are not disqualified from being an Officer of the Association.

4.2. Life Members

4.2.1. An individual may be made a Life Member of the Association by decision of the Executive.

4.2.1.1. A motion to the effect that an individual be considered for Life Membership may be brought to any meeting of the Executive.

4.2.1.2. The motion must be proposed and seconded by current members of the Executive.

4.2.2. Life Membership is conferred for outstanding service to the Association.

4.2.2.1. "Outstanding service" will include at least 15 years of service on the Executive of the Association. This may include membership of the Music team and/or significant active roles in support of the work of the Executive.

4.2.3. Any vote concerning the conferring of Life Membership shall be determined by a secret ballot of all current members of the Executive with the exception of the person being so considered, if he/she is a current member of the Executive.

4.2.3.1. This ballot shall be conducted by the President, or if the President is the subject of the vote, by the Vice-President.

4.2.3.2. To ensure that all current members of the Executive are able to cast a vote, the ballot may be conducted by any suitable means which preserves the privacy of the ballot, including the use of electronic media, and over a period of time, so long as this is not more than seven days.

4.2.3.3. Following the tallying of votes, all voting papers or electronic copies of voting shall be destroyed by the President, or Vice-President.

4.2.4. Life Membership must be agreed to by 80% or more of the current members of the Executive at the time the vote is taken.

4.2.5. A person elected to Life membership shall have this conferred in public where possible and shall be presented with a Life Member badge.

4.2.6. 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. Supporting members

4.3.1. Any individual who has an interest in serving on the Executive, may be joined as a supporting member of the Association, provided that they:

- 4.3.1.1. agree with the purposes of the Association, and
- 4.3.1.2. are invited to join by either the Executive or their delegate, and
- 4.3.1.3. complete a written application for membership and provide any information requested by the Executive, and
- 4.3.1.4. are not disqualified to stand for a position as an Officer of the Association, and
- 4.3.1.5. are not already a member or representative under another category of membership, and

4.3.2. The Executive reserves the right to decline an application and shall notify the applicant of its decision.

4.3.3 The receipt of a written application for membership shall be treated as consent to membership and as evidence that the applicant is willing to follow the rules of the Association.

4.4. Discontinuance of membership:

4.4.1. A School or Groups Member ceases to be a Member:

- 4.4.1.1. at the end of the AGM the following year
- 4.4.1.2. by resignation, sent by electronic or written message from the School or Group to the Executive or their delegate, or
- 4.4.1.3. on the closure of the School or Group, or
- 4.4.1.4. by resolution of the Executive where, pursuant to the process in Schedule A of this Constitution as a result of,
 - i. misconduct of teachers and/or pupils from a member School or Group during events conducted by the Association, or
 - ii. contravention of the reasonable requirements of the Executive or their delegate, or
 - iii. any other action of a member School or Group or its pupils or representatives which in the opinion of the Executive brings the Association into disrepute.

4.4.2. A Life or Supporting Member ceases to be a Member:

- 4.4.2.1. by resignation, sent by electronic or written message to the Executive or their delegate, or
- 4.4.2.2. on death, or,
- 4.4.2.3. by resolution of the Executive where, pursuant to the process in Schedule A of this Constitution when:
 - i. in the opinion of the Executive the Member has brought the Association into disrepute, or
 - ii. In the opinion of the Executive the Member has persistently or deliberately failed to follow the rules and resolutions of the Association.
- 4.4.2.4. by resolution of the Executive, at the completion of any appointment cycle that may apply to the Member.
- 4.4.2.5. At the discretion of the Executive, Supporting Members may be removed due to inactivity if, within the past 12 months, they have not:
 - i. attended any Association events, and
 - ii. responded to any messages sent by the Business Manager or Executive.

4.4.3. Any discontinuance will take effect from (as applicable):

4.4.3.1. the date of receipt of the Member's notice of resignation or closure (or any subsequent date stated in the notice of resignation), or

4.4.3.2. the date of termination of the Member's membership, or

4.4.3.3. the date of death of the Member, or

4.4.3.4. the date specified in a resolution of the Executive.

4.4.4. Any member who holds assets of the Association shall be required to return these when their membership ends. A member may be held liable for any costs associated with asset recovery.

4.4.5. Complaints, disputes and disciplinary issues:

4.4.5.1. The Executive, or any independent decision maker appointed by the Executive, may caution, suspend or expel any member in accordance with rule 4.4 and Schedule A of this Constitution.

4.4.5.2. Any complaints, disputes and disciplinary issues involving any member of the Association shall be dealt with in accordance with rule 4.4 and Schedule A of this Constitution.

4.4.5.3. Unless stated in the disciplinary decision, any caution, suspension or expulsion of a member school will not prevent that school applying for membership in subsequent years.

4.5. Register:

A register of members will be maintained by the Association in accordance with the provisions of the Incorporated Societies Act 2022.

5. Subscriptions and Fees:

5.1. The annual subscription and any other fees for membership shall be set by the Annual General Meeting on the recommendation of the Executive. The general members may also decide that:

5.1.1. no subscription or fee shall be payable by one or more categories of membership, and/or

5.1.2. Different subscriptions may be charged for different categories of membership.

5.1.3. Different subscriptions may be charged for different types of members within any specific class of membership.

5.2. Subject to the discretion of the Executive, any Member failing to pay any required annual subscription by the date specified in the Association's invoice, (or any earlier or later date agreed in writing), shall no longer be permitted to participate in the activities of the Association. The Executive shall not be required to give prior notice of termination to that Member.

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. Receive notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the matters, or types of matters, to which those disclosures relate); and

6.2.2.8 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 members to keep the Association 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 the 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 their nominee by notice in writing to the Association.

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 officer of the Association is entitled to only one vote. The only exceptions shall be if the Chairperson is exercising a casting vote, or if an Officer is conflicted or otherwise unable to 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 Chairperson 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

7.1.5 Treasurer

8. Executive:

8.1. The Executive is the governing body of the Association. The Executive has all the powers listed in this constitution and all powers given to 'Committees' under the Incorporated Societies Act 2022. Executive will be composed of the following:

8.1.1. All office-holders 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. Director(s) of Music

8.1.3.2. Such other persons to fill specific roles as may be required by the Executive

8.1.4. All persons who are appointed to the Executive shall confirm in writing that they consent to their appointment and are not disqualified from acting under either this constitution, the Incorporated Societies Act or the Charities Act.

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 the member, or a representative of current member school and endorsed with the consent of the nominee and given to the Executive or the Executive's nominee at least seven (7) days before the day fixed for the Annual General Meeting. All nominees will be asked to confirm that they are not disqualified from joining on the Executive under either the Charities Act or Incorporated Societies Act.

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 Chairperson will exercise a casting vote. Any decisions or resolutions passed can be made either in person or by any other means agreed by the Executive. Electronic and proxy voting is allowed.

8.6.4.1. A Member who does not vote on a resolution shall be counted in the quorum but their vote shall not be registered as being for or against on any matter.

8.6.4.2. A Member who leaves the room during a vote shall not be counted in the quorum.

8.6.4.3. A Member who submits a proxy vote shall not be counted in the quorum.

8.6.4.4. A Member who submits an electronic vote during the meeting shall be counted in the quorum.

8.6.5. Each meeting will be chaired by the President of the Association. If the President is absent, unable or unwilling to act, the Vice-President will chair the meeting. If neither of these office-holders are present, or willing or able to act as Chairperson, the chair will be filled by a member 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 electronic means including video-conferencing, as decided by the Executive.

8.6.7. All members of the Executive, including office-bearers, will be given at least (7) days notice of the meeting by the President or their nominee, verbally or in writing.

8.6.8. Minutes:

8.6.8.1. The Executive will ensure that minutes are kept for all Executive and General Meetings.

8.6.8.2. The minutes for all meetings of the Association shall record:

- i. the date, time and venue of the meeting
- ii. the names of those present and of any apologies received
- iii. all decisions which are made at the meeting; and
- iv. any other matters discussed at the meeting.

8.6.8.3. The minutes of a previous meeting shall be confirmed at the next meeting and may be corrected if required.

8.6.8.4. The Executive shall decide in what format the minutes shall be kept, as long as they are held securely and retained for at least 7 years in Association's records.

8.6.8.5. Executive members shall be sent electronic copies of the minutes of any Executive meetings they attended, except any section of the minutes which records any part of the meeting from which they were excluded.

8.6.8.6. General members shall not be entitled to the minutes of Executive meetings, unless this has been agreed by the Executive or if required by law.

8.6.8.7. General members shall be entitled to electronic copies of the minutes from any General Meeting, except any minutes from any 'in committee' section of the meeting.

9. Income, benefit or advantage to be applied to purposes:

9.1. All income, benefit, or advantage must be used to advance the charitable purposes of the organisation.

9.2. No member of the organisation, or anyone associated with a member, is allowed to take part in, or influence any decision made by the organisation in respect of payments to, or on behalf of, the member or associated person of any income, benefit, or advantage.

9.3. Any payments made must be for goods or services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

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 or person 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 1st January to 31st December the same year.

11.2. The Executive and anyone with delegated authority from the Executive Committee, shall manage the finances of the organisation in accordance with the financial policies of the Association.

11.3. Notwithstanding that some financial functions may be delegated, the Executive will exercise oversight to ensure that true and fair accounts are kept of all money received, expended and invested.

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.

11.5. Except as otherwise required by the Association's bank, all bank payments and transfers shall require two signatories. The Executive will approve at least three authorised signatories, one of whom shall be the Treasurer and another of which must be another member of the Executive Committee.

12. Dealing with Officer Interests:

12.1. Interest: An Executive member will have an interest in any matter if they:

12.1.1. may obtain a personal financial benefit from the matter,

- 12.1.2. are employed by the Association or are contracted to provide services to the Association,
- 12.1.3. are the spouse, partner, child, or parent of a person who may derive a financial benefit from the matter, or
- 12.1.4. are the partner, director, officer, board member or trustee of a business, organisation or trust who may have a financial interest to which the matter relates.

12.2. Disclosing an interest: Where an Officer has an interest in any decision on any matter being considered by or affecting the Association, they must, as soon as they become aware of their interest in the matter, disclose the nature and extent of that interest to the Executive. An Interests declaration will also be required at the first Executive meeting following an Annual General Meeting, and members may be asked to confirm any interest statements in writing.

12.3. No voting: An Officer may not vote on any decision in which they have an interest but their attendance will count towards quorum for the related meeting.

12.4. Exclusion from discussion: The Executive may exclude an Officer from any discussion or involvement with any matter it considers that Officer to have an interest in.

12.5. Records: The Executive shall maintain a record of all interests that are disclosed. The records shall include minutes of relevant meetings, any related correspondence and the Association's Interests Register.

12.6. Reporting: A summary of the matters, or types of matters, shall be reported to members at the Annual General Meeting.

12.7. No interest: An Officer will not have an interest in a matter if the benefit they will receive is:

- 12.7.1. a reimbursement for expenses
- 12.7.2. is coverage under an insurance policy of the Association
- 12.7.3. is an honorarium or payment authorised by the general members
- 12.7.4. is a benefit that is authorised by this constitution, and
- 12.7.5 is a benefit that is no different from any benefit received by any general member of the Association.

12.8. Majority interest:

12.8.1. Where 50 per cent or more of Officers are prevented from voting on a matter because they are interested in that matter, a Special General Meeting must be called to consider and decide the matter, unless all non-interested Officers agree otherwise.

12.8.2. 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 Executive shall consider and decide the matter.

13. Indemnity and Insurance for Officers

13.1. Liability: Officers shall not be liable for the debts of the Association, unless those debts are the result of their gross negligence or criminal act.

13.2. Liability for others: No Officer shall be personally liable for acts or default of any other Officer, unless that Officer has personally contributed as a result of their own gross negligence or criminal act.

13.3. Indemnity: The Officers shall be indemnified by the Association for all liabilities and costs incurred by them in the proper performance of their functions and duties, other than as a result of their gross negligence or criminal act.

13.4. Scope of Indemnity: The Association may indemnify an Officer for liability to any person other than the Association itself, provided that:

13.4.1. the liability does not cover any criminal matters or gross negligence, and

13.4.2. the liability is not a result of the Officer's failure to act in good faith or in what that Officer believes to be the best interests of the Association.

13.5. Authorisation: The Association may take out indemnity insurance for its Officers, members, or paid workers.

13.6. Insurance: The Association may hold insurance to cover an Officer's liability, provided that the insurance has been approved by the Executive, who have voted and signed a certificate to confirm that they believe the cost of the insurance is fair to the Association.

14. Amending this constitution:

14.1. The Association may amend or replace this constitution provided that no change will:

14.1.1. detract from the charitable nature of the Association or

14.1.2. result in the distribution of its assets on winding up or dissolution for any purpose that is not exclusively charitable.

14.1.3. No addition to, deletion from or alteration of the Association's rules shall be made which would allow personal financial profits to any individuals. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

14.2. The Association may amend this Constitution:

14.2.1. Executive Meeting: At an Executive meeting, provided that:

14.2.1.1. Any amendment has no more than a minor effect, or corrects errors, or makes similar technical alterations, and

14.2.1.2. the text of the proposed amendment is sent to all members, together with a notice advising members of their right to object to the proposed amendment provided their objection is received within than one month of the date of the notice, and

14.2.1.3. no member submits an objection within the specified time.

or

14.2.2. General Meeting: At an AGM or SGM, provided that:

14.2.2.1. The proposed changes are either:

(a) provided in writing to the Executive no later than 20 days before any scheduled general meeting, and accompanied by a written explanation of the proposed changes, signed by at least 30% of eligible members, or

(b) requested by a majority of those on the Executive, and

i. At least 10 working days before the General Meeting at which any amendment or replacement is to be considered the Executive shall give to all members notice of the proposed changes, the reasons for the proposals, and any related recommendations the Executive has, and

ii. Any changes are passed by a two-thirds majority of eligible representatives of member schools personally present and voting.

14.3. Any changes to this Constitution shall be registered with:

14.3.1. The Registrar of Incorporated Societies within one month of the date of resolution, and

14.3.2..Charities Services within three months of the date of resolution.

15. Matters Not Provided For:

Unless they would prefer the decision to be made by the members in a general meeting, the Executive will decide:

15.1. Any matter that, in the opinion of the Executive is not provided for in this Constitution or in the policies of the Association, or

15.2. any dispute that arises out of the interpretation of this Constitution, or

15.3. any dispute that arises out of any resolution or policy of the Association.

16. Activities limited to New Zealand:

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

17. Winding up and Distribution of Surplus Assets:

17.1. The Executive must give all members at least 20 working days' notice of any proposed motion:

17.1.1. to appoint a liquidator; or

17.1.2. to remove the Association's name from the Register of Incorporated Societies; or

17.1.3. for the distribution of the Association's surplus assets.

The Notice must comply with section 228 of the Incorporated Societies Act 2022 and include details of the general meeting at which the proposed motion is to be considered.

17.2. Any resolution for a motion set out in rule 17.1 must be passed by a majority of members voting at a general meeting.

17.3. The surplus assets of the Association after the payment of all costs, debts and liabilities, must be gifted to:

17.3.1. Any other entity (or entities) in Christchurch which are registered charities and who provide services in relation to school music, or

17.3.2. further a charitable purpose or purposes as defined by the Charities Act 2005.

17.4. The recipient entity or entities shall be chosen by the general members of the Association, following a recommendation from the Executive. If the members of the Association are unable to agree, the Registrar of Incorporated Societies shall be asked to make the distribution decision.

17.5. No member which is not itself a registered charity shall receive any surplus assets of the Association.

See Schedule A on next page.

Schedule A

1. Meanings of disputes or complaints

- (1) A dispute is a disagreement or conflict involving the Association and/or its Members in relation to specific allegations set out below.
- (2) The disagreement or conflict may be between any of the following persons:
 - (a) 2 or more Members
 - (b) 1 or more Members and the Association
 - (c) 1 or more Members and 1 or more Officers
 - (d) 2 or more Officers
 - (e) 1 or more Officers and the Association
 - (f) 1 or more Members or Officers and the Association.
- (3) The disagreement or conflict relates to any of the following allegations:
 - (a) a Member or an Officer has engaged in misconduct
 - (b) a Member or an Officer has breached, or is likely to breach, a duty under the Association's Constitution, policies, bylaws or the Incorporated Societies Act
 - (c) the Association has breached, or is likely to breach, a duty under the Association's Constitution, policies, or the Incorporated Societies Act
 - (d) a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged
 - (e) any matter in the disciplinary rules in the Association's constitution.
- (4) All Members (including the Executive) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Association's activities.
- (5) The complainant raising a dispute, and the Executive, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement

2. How complaint is made

- (1) A member or an officer may make a complaint by giving to the Executive (or, if the Executive has established one, a complaints sub-Committee) a notice in writing that:
 - (a) states that the member or officer is starting a procedure for resolving a dispute in accordance with the Association's constitution; and

- (b) sets out the allegation to which the dispute relates and whom the allegation is against; and
 - (c) sets out any other information reasonably required by the Association.
- (2) The Association may make a complaint involving an allegation against a member or an officer by giving to the member or officer a notice in writing that:
- (a) states that the Association is starting a procedure for resolving a dispute in accordance with the Association's constitution; and
 - (b) sets out the allegation to which the dispute relates.
- (3) The information setting out the allegations must be sufficiently detailed to ensure that a person against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.
3. Person who makes complaint has right to be heard
- (1) A member or an officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- (2) If the Association makes a complaint,
- (a) the Association has a right to be heard before the complaint is resolved or any outcome is determined; and
 - (b) an officer may exercise that right on behalf of the Association.
- (3) Without limiting the manner in which the member, officer, or Association may be given the right to be heard, they must be taken to have been given the right if:
- (a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (c) an oral hearing (if any) is held before the decision maker; and
 - (d) the member's, officer's, or Association's written statement or submissions (if any) are considered by the decision maker.
4. Person who is subject of complaint has right to be heard
- (1) This clause applies if a complaint involves an allegation that a member, an officer, or the Association (the respondent):
- (a) has engaged in misconduct; or
 - (b) has breached, or is likely to breach, a duty under the constitution or the Incorporated Societies Act 2022; or
 - (c) has damaged the rights or interests of a member or the rights or interests of members generally.

(2) The respondent has a right to be heard before the complaint is resolved or any outcome is determined.

(3) If the respondent is the Association, an officer may exercise the right on behalf of the Association.

(4) Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if:

- (a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
- (b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing (if any) is held before the decision maker; and
- (e) the respondent's written statement or submissions (if any) are considered by the decision maker.

5. Investigating and determining dispute

(1) The Association must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its constitution, ensure that the dispute is investigated and determined.

(2) Disputes must be dealt with under the constitution in a fair, efficient, and effective manner.

6. Executive may decide not to proceed further with complaint

Despite clause 5, the Executive may decide not to proceed further with a complaint if:

- (a) the complaint is trivial; or
- (b) the complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) that a member or an officer has engaged in material misconduct;
 - (ii) that a member, an officer, or the Association has materially breached, or is likely to materially breach, a duty under the Association's constitution or bylaws or this Act;
 - (iii) that a member's rights or interests or members' rights or interests generally have been materially damaged;
- (c) the complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the constitution; or
- (f) there has been an undue delay in making the complaint.

7. Executive may refer complaint

(1) The Executive may refer a complaint to:

- (a) a sub-Committee or an external person to investigate and report; or
- (b) a sub-Committee, an arbitral tribunal, or an external person to investigate and make a decision.

(2) The Executive may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution, which may include but is not limited to mediation, facilitation, arbitration or a tikanga-based practice.

8. Decision makers

A person may not act as a decision maker in relation to a complaint if two or more members of the Executive or a complaints sub-Committee consider that there are reasonable grounds to believe that the person may not be:

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.

END