



Constitution

1 Introduction

1.1 Name

1.1.1 The name of the society is The New Zealand Gundog Trial Association Incorporated (in this **Constitution** referred to as the '**Association**').

1.2 Charitable status

1.2.1 The **Association** is not, and does not intend to be, registered as a charitable entity under the Charities Act 2005

1.3 Definitions

In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:

'**Act**' means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

'**Affiliated Club**' means a club that is affiliated to the **Association** in accordance with this **Constitution**.

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

Trial Format Classification means:

- (a) In the case of '**Pointer & Setter (Group 1, Reg. Admin 1) Trial Formats**', pointer & setter, braced pointer/setter field trials on simulated game, and braced pointer/setter trials on natural game, and minor trials in those formats.
- (b) In the case of '**Retriever (Group 2, Reg. Admin 1) Trial Formats**', retriever, retriever walk up, retriever natural game, and minor trials in those formats.

(c) In the case of '**Spaniel (Group 3, Reg. Admin 1) Trial Formats**', spaniel, simulated spaniel, spaniel natural game, and minor trials in those formats.

'**President**' means the **Officer** responsible for chairing **General Meetings** and committee meetings, and who provides leadership for the **Association**.

'**Executive Committee**' means the **Association's** governing body and shall comprise the President and the six **Members** elected or appointed in accordance with this **Constitution**.

'**Constitution**' means the rules in this document.

'**Complaint**' has the meaning set out in clause 11.2 below.

'**Dispute**' has the meaning set out in clause 11.1 below.

Field Trial Secretary means the **Officer** responsible for the matters specifically noted in this **Constitution** or in any regulations.

'**General Meeting**' means either an **Annual General Meeting** or a **Special General Meeting** of the **Members** of the **Association**.

'**Interested Member**' means a **Member** who is interested in a matter for any of the reasons set out in section 62 of the **Act**.

'**Interests Register**' means the register of interests of **Officers**, kept under this **Constitution**, and as required by section 73 of the **Act**.

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

'**Member**' means a person who has consented to become a **Member** of the **Association** and has been properly admitted to the **Association** and who has not ceased to be a **Member** of the **Association**.

'**Notice**' to **Members** includes any notice given by email, post, or courier.

'**Officer**' means a natural person who is:

- (a) a member of the **Executive Committee**, or
- (b) **Secretary-Treasurer**; or
- (c) **Field Trial Secretary**.

‘Register of Members’ means the register of **Members** kept under this **Constitution** as required by section 79 of the **Act**.

‘Secretary-Treasurer’ means the **Officer** responsible for the matters specifically noted in this **Constitution** or in any regulations.

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

‘Standing Regulation Sub-committees’ means each of the sub-committees referred to in clause 6.4.1.

‘Trial’ means a trial sanctioned by the **Association** pursuant to an approved schedule and conducted under the **Association’s** regulations.

‘Trial Year’ means the period commencing on 1 January each year and ending on 31 December of that year.

‘Working Days’ mean as defined in the Legislation Act 2019. Examples of days that are not **Working Days** include, but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day.

1.4 Purpose

1.4.1 The primary purposes of the **Association** are to promote, foster, and regulate the conduct of gundog trials throughout New Zealand, under the authority of the New Zealand Kennel Club, of which the Association forms part.

1.4.2 The **Association** must not operate for the purpose of, or with the effect of:

- (a) distributing, any gain, profit, surplus, dividend, or other similar financial benefit to any of its **Members** (whether in money or in kind); or
- (b) having capital that is divided into shares or stock held by its **Members**; or
- (c) holding, property in which its members have a disposable interest (whether directly, or in the form of shares or stock in the capital of the society or otherwise).

1.4.3 The **Association** will not operate for the financial gain of **Members** simply if the **Association**:

- (a) engages in trade,
- (b) pays a **Member** for matters that are incidental to the purposes of the **Association**,

- (c) distributes funds to an **Affiliated Club** to further the purposes of the **Association**, and the **Affiliated Club**:
- (d) reimburses a **Member** or an **Affiliated Club** for reasonable expenses legitimately incurred on behalf of the **Association** or while pursuing the **Association's** purposes,
- (e) provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
- (f) provides benefits to **Members** or their families to alleviate hardship,
- (g) provides educational scholarships or grants to **Members** or their families,
- (h) pays a **Member** a salary or wages or other payments for services to the **Association** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the **Member** than those terms and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the **Association**),
- (i) provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Association**.
- (j) on removal of the **Association** from the Register of Incorporated Societies having its surplus assets distributed under subpart 5 of Part 5 of the **Act** to a **Member** that is a not-for-profit entity.

1.5 Act and Regulations

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

1.6 Restrictions on Association powers

- 1.6.1 The **Association** must not be carried on for the financial gain of any of its members.
- 1.6.2 The **Association** does not have the power to borrow money.

1.7 Contact person

- 1.7.1 The **President** and the **Secretary-Treasurer** shall be the **Association's** contact person(s) whom the Registrar of Incorporated Societies can contact when needed.
- 1.7.2 Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:
- (a) a physical address or an electronic address, and
 - (b) a telephone number.
- 1.7.3 Any change in a contact person or that person's name or contact details shall be advised by the **Executive Committee** to the Registrar of Incorporated Societies within 20 **Working Days** of that change occurring, or the **Association** becoming aware of the change.

2 Subscriptions and fees

2.1 Financial year

- 2.1.1 The **Association's** financial year shall commence on 1 September of each year and end on 31 August (the latter date being the **Association's** balance date).
- 2.1.2 The date each year by which annual subscriptions (if any) for membership and affiliation must be paid shall be 1 September.

2.2 Setting subscriptions and fees

- 2.2.1 The annual subscription fee (if any) and any other fees and levies (including levies to cover insurance costs of the **Association**) for membership, affiliation, complaints, and any other matters for the next financial year shall be set by resolution of a **General Meeting** (which can also decide that payment may be made by periodic instalments).

2.3 Payment of subscriptions and fees and membership of an Affiliated Club

- 2.3.1 Any **Member** failing to pay the annual subscription (if any) (including any periodic payment), any levy, or fee, by the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) not be entitled to exercise any rights of membership (including attending and voting at **General Meetings** and on matters

concerning the **Association**, attending and competing in **Trials**, and participating in **Association** activities), until all the arrears are paid.

- 2.3.2 Any **Affiliated Club** failing to pay the annual subscription (if any) (including any periodic payment), any levy, or fee, by the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) not be entitled to exercise any rights of affiliation (including holding **Trials**) until all the arrears are paid.
- 2.3.3 If any **Member** or **Affiliated Club** fails to pay any annual subscription (including any periodic payment), levy, or fee, by the date the same was due for payment and fails to remedy that default within 20 working days of written notice of default from the **Association**, then the **Executive Committee** may terminate the **Member's** membership or the **Affiliated Club's** affiliation upon the giving of 20 working days' prior written notice to that **Member** or that **Affiliated Club** of such termination.
- 2.3.4 If a **Member** other than a **Life Member** fails to maintain membership of at least one **Affiliated Club** and fails to remedy that default within 20 working days of written notice of default from the **Association**, then the **Executive Committee** may terminate that **Member's** membership upon the giving of 20 working days' prior written notice to that **Member** or that **Affiliated Club**.

3 Members

3.1 Minimum number of members

- 3.1.1 The **Association** shall maintain the minimum number of **Members** required by the **Act**.

3.2 Types of members

- 3.2.1 The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:
- (a) **Member**
A **Member** is an individual admitted to membership under this **Constitution** and who has not ceased to be a **Member**.
 - (b) **Life Member**
A **Life Member** is a person honoured for highly valued services to the **Association** or gundog trials elected as a **Life Member** by resolution of a **General Meeting** passed by a two-thirds majority of those **Members** present and voting. A **Life Member** shall have all the rights and privileges

of a **Member** and shall be subject to all the same duties as a **Member** except those of paying subscriptions and levies.

3.3 Becoming a member

- 3.3.1 Every applicant for membership must consent in writing to becoming a **Member** and must be a current member of an **Affiliated Club**.
- 3.3.2 An applicant for membership must complete and sign any application form providing such information as may be reasonably required by the **Executive Committee**, including which of the **Trial Format Classifications** the applicant wishes to be actively involved with (ie Spaniel Trial Formats, Retriever Trial Formats, and/or Pointer & Setter Trial Formats), and will become a **Member** on submission of that application form to the **Secretary-Treasurer** and payment of the annual subscription for that financial year (or such part of that annual subscription as the **Executive Committee** shall deem appropriate).
- 3.3.3 The signed written consent of every **Member** to become an **Association Member** shall be retained in the **Association's** membership records.

3.4 Members' obligations and rights

- 3.4.1 Each year, no later than the date on which the payment of annual subscriptions are due, every **Member** shall provide the **Association** in writing with that **Member's** name and contact details (name, physical or email address and a telephone number), and which of the **Trial Format Classifications** the member wishes to be actively involved with (ie Spaniel Trial Formats, Retriever Trial Formats, and/or Pointer & Setter Trial Formats), or confirm that those details held by the Association are correct, and shall promptly advise the **Association** in writing of any changes to those details.
- 3.4.2 All **Members** shall promote the interests and purposes of the **Association** and shall do nothing to bring the **Association** into disrepute.
- 3.4.3 All **Members** shall maintain a current membership with at least one **Affiliated Club**.
- 3.4.4 Only **Members** shall be entitled to compete in a **Trial**. Membership of a recognised overseas gundog field trial club will be accepted for competition in a **Trial** for persons not resident in New Zealand.
- 3.4.5 No **Member** or **Life Member** is liable for an obligation of the **Association** by reason only of being a **Member**.

3.5 Ceasing to be a member

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

- (a) by resignation of membership by written notice signed by that **Member** to the **Executive Committee**, or
- (b) on termination of a **Member's** membership following a dispute resolution process under this **Constitution**, or
- (c) on death, or
- (d) by resolution of the **Executive Committee** where the **Member** has failed to pay a subscription, levy or other amount due to the **Association** or not maintained a membership of at least one **Affiliated Club** and has been given notice of termination of membership pursuant to clause 2.3.2 or 2.3.3 above more than 20 working days prior;

with effect from (as applicable):

- (e) the date of receipt of the **Member's** notice of resignation by the **Executive Committee** (or any subsequent date stated in the notice of resignation), or
- (f) the date of termination of the **Member's** membership under this **Constitution**, or
- (g) the date of death of the **Member**, or
- (h) the date specified in a resolution of the **Executive Committee** pursuant to clause 3.5.1(d) above and when a **Member's** membership has been terminated the **Executive Committee** shall promptly notify the former **Member** in writing.

3.6 Obligations once membership has ceased

3.6.1 A **Member** who has ceased to be a **Member** under this **Constitution**—

- (a) remains liable to pay all subscriptions and other fees to the **Association's** next balance date,
- (b) shall cease to hold himself or herself out as a **Member** of the **Association**, and

(c) shall cease to be entitled to any of the rights of a **Member**.

3.7 Becoming a member again

3.7.1 Any former **Member** may apply for re-admission in the manner prescribed for new applicants.

3.7.2 But, if a former **Member's** membership was terminated following a disciplinary or dispute resolution process, the applicant may be re-admitted only by a resolution passed at a **General Meeting** on the recommendation of the **Executive Committee**.

4 Affiliated Clubs

4.1 Becoming an affiliated club: process

4.1.1 An applicant for affiliation must complete and sign any application form providing such information as may be reasonably required by the **Executive Committee** and will become an **Affiliated Club** on:

- (a) submission of that application form to the **Secretary-Treasurer** and payment of the annual subscription for that financial year (or such part of that annual subscription as the **Executive Committee** shall deem appropriate); and
- (b) approval by the **Executive Committee**.

4.2 Affiliated Clubs' obligations and rights

4.2.1 Each year, no later than the date on which the payment of annual subscriptions are due, every **Affiliated Club** shall provide the **Association** in writing with a list of the names of the current financial members of that **Affiliated Club** and shall promptly advise the **Association** in writing of any changes to those details.

4.2.2 All **Affiliated Clubs** shall promote the interests and purposes of the **Association** and shall do nothing to bring the **Association** into disrepute.

4.2.3 No **Affiliated Club** is liable for an obligation of the **Association** by reason only of being affiliated.

4.2.4 Only an **Affiliated Club** shall be entitled to hold a **Trial**.

- 4.2.5 Each **Affiliated Club** must hold at least one **Trial** each **Trial Year**, or within such additional period agreed by the **Executive Committee**.

4.3 Ceasing to be an Affiliated Club

- 4.3.1 An **Affiliated Club** ceases to be affiliated:

- (a) by resignation by written notice signed by the secretary of that **Affiliated Club** to the **Executive Committee**, or
- (b) on termination of that **Affiliated Club's** affiliation following a dispute resolution process under this **Constitution**, or
- (c) by liquidation, deregistration, or dissolution of the **Affiliated Club**, or
- (d) by resolution of the **Executive Committee** where the **Affiliated Club** has failed to pay a subscription, levy or other amount due to the **Association** and has been given notice of termination of affiliation pursuant to clause 2.3.2 above more than 20 working days prior, or
- (e) by resolution of the **Executive Committee** where the **Affiliated Club** has failed, without reasonable excuse, to hold a **Trial** in the preceding **Trial Year**, or within such additional period agreed by the **Executive Committee**.

with effect from (as applicable)—

- (f) the date of receipt of the **Affiliated Club's** notice of resignation by the **Executive Committee** (or any subsequent date stated in the notice of resignation), or
- (g) the date of termination of the **Affiliated Club's** membership under this **Constitution**, or
- (h) the date of the **Affiliated Club's** liquidation or deregistration, or dissolution, or
- (i) the date specified in a resolution of the **Executive Committee** pursuant to clause 4.3.1(d) or 4.3.1(e) above and when an **Affiliated Club's** affiliation has been terminated the **Executive Committee** shall promptly notify the former **Affiliated Club** in writing.

- 4.3.2 The members of an **Affiliated Club** that ceases to be affiliated shall, for the purposes of clause 3.4.3, be deemed to have maintained their membership with that **Affiliated Club** until the end of the **Association's** current financial year.

4.4 Obligations once affiliation has ceased

- 4.4.1 An **Affiliated Club** which has ceased to be affiliated under this **Constitution**—
- (a) remains liable to pay all subscriptions and other fees to the **Association's** next balance date,
 - (b) shall cease to hold itself out as an **Affiliated Club** of the **Association**, and
 - (c) shall cease to be entitled to any of the rights of an **Affiliated Club**.

4.5 Becoming an affiliated club again

- 4.5.1 Any former **Affiliated Club** may apply for re-affiliation in the manner prescribed for new applicants.
- 4.5.2 But, if a former **Affiliated Club's** affiliation was terminated following a disciplinary or dispute resolution process, the applicant may be re-affiliated only by a resolution passed at a **General Meeting** on the recommendation of the **Executive Committee**.

5 General meetings

5.1 Procedures for all general meetings

- 5.1.1 The **Executive Committee** shall give all **Members** at least 25 **Working Days'** written **Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting**.
- 5.1.2 That **Notice** will be addressed to the **Member** at the contact address notified to the **Association** and recorded in the **Association's** register of members. The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.
- 5.1.3 Only financial **Members** may attend, speak, and vote at **General Meetings** in person and no proxy voting shall be permitted.
- 5.1.4 No **General Meeting** may be held unless at least 20 eligible financial **Members** attend throughout the meeting, and this will constitute a quorum.
- 5.1.5 If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting, if convened upon request of **Members**, shall be dissolved. In any other case it shall stand adjourned to a day, time and place determined by the **President** of the **Association**, and if at such adjourned

meeting a quorum is not present those **Members** present in person or by proxy shall be deemed to constitute a sufficient quorum.

- 5.1.6 A **Member** is entitled to exercise one vote on any motion at a **General Meeting** in person and voting at a **General Meeting** shall be by voices or by show of hands or, on demand of the President or of 2 or more **Members** present, by secret ballot.
- 5.1.7 Unless otherwise required by this **Constitution**, all questions shall be decided by a simple majority of those in attendance in person and voting at a **General Meeting** or voting by remote ballot.
- 5.1.8 Any decisions made when a quorum is not present are not valid.
- 5.1.9 The **Association** may pass a written resolution in lieu of a **General Meeting**, and a written resolution is as valid for the purposes of the **Act** and this **Constitution** as if it had been passed at a **General Meeting** if at least 20 eligible financial **Members** cast a vote on the resolution and it is approved by no less than 75 percent of the eligible financial **Members** voting on the resolution. A written resolution may consist of one or more documents in similar form (including letters, electronic mail, or other similar means of communication) each proposed by or on behalf of 1 or more **Members**. A **Member** may give their approval to a written resolution by signing the resolution or giving approval to the resolution in any other manner permitted by the **Constitution** (for example, by electronic means).
- 5.1.10 **General Meetings** may be held at one or more venues by **Members** present in person and/or using any real-time audio, audio and visual, or electronic communication that gives each **Member** a reasonable opportunity to participate.
- 5.1.11 All **General Meetings** shall be chaired by the **President**. If the **President** is absent, the meeting shall elect another **Member** to chair that meeting.
- 5.1.12 Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.
- 5.1.13 Any person chairing a **General Meeting** may —
 - (a) With the consent of a simple majority of **Members** present at any **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned **General Meeting** other than the business left unfinished at the meeting from which the adjournment took place.

- (b) Direct that any person not entitled to be present at the **General Meeting**, or obstructing the business of the **General Meeting**, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the chairperson leave the **General Meeting**, and
- (c) In the absence of a quorum or in the case of emergency, adjourn the **General Meeting** or declare it closed.

5.1.14 The **Executive Committee** may propose motions for the **Association** to vote on ('**Executive Committee Motions**'), which shall be notified to **Members** with the notice of the **General Meeting**.

5.1.15 Any **Member** may request that a motion be voted on ('**Member's Motion**') at a **General Meeting**, by giving notice to the **Secretary-Treasurer** at least 30 **Working Days** before that meeting. The **Member** may also provide information in support of the motion ('**Member's Information**'). Notice of the **Member's Motion** and any **Member's Information** shall be provided to **Members** with the written **Notice** of the **General Meeting**.

5.2 Minutes

5.2.1 The **Association** must keep minutes of all **General Meetings**.

5.3 Annual General Meetings: when they will be held

5.3.1 An **Annual General Meeting** shall be held once a year on a date and at a location and/or using any electronic communication determined by the **Executive Committee** and consistent with any requirements in the **Act**, and the **Constitution** relating to the procedure to be followed at **General Meetings** shall apply.

5.3.2 The **Annual General Meeting** must be held no later than the earlier of the following:

- (a) 6 months after the balance date of the **Association**,
- (b) 15 months after the previous annual meeting.

5.4 Annual General Meetings: business

5.4.1 The business of an **Annual General Meeting** shall be to:

- (a) confirm the minutes of the last **Annual General Meeting** and any **Special General Meeting(s)** held since the last **Annual General Meeting**,

- (b) adopt the annual report on the operations and affairs of the **Association**,
- (c) adopt the **Executive Committee's** report on the finances of the **Association**, and the annual financial statements,
- (d) set any subscriptions and any other fees and levies for membership and for affiliation for the current financial year subscription,
- (e) announce the results of the election of **Officers** for the current financial year and of the election of **Members** to the **Standing Regulation Sub-committees** referred to in clause 6.4.1,
- (e) consider any motions of which prior notice has been given to **Members** with notice of the **Meeting**, and
- (f) consider any general business.

5.4.2 The **Executive Committee** must, at each **Annual General Meeting**, present the following information:

- (a) an annual report on the operation and affairs of the **Association** during the most recently completed accounting period,
- (b) the annual financial statements for that period, and
- (c) notice of any disclosures of conflicts of interest made by **Officers** during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

5.5 Special General Meetings

5.5.1 **Special General Meetings** may be called at any time by the **Committee** by resolution.

5.5.2 The **Committee** must call a **Special General Meeting** if it receives a written request signed by at least 20 **Members**.

5.5.3 Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

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

6 Executive Committee

6.1 Composition of the Executive Committee

6.1.1 The **Committee** will consist of:

- (a) the **President**
- (b) up to three **Members** of the **Association** who reside in the North Island, and
- (c) up to three **Members** of the **Association** who reside in the South Island.

6.1.2 The **Secretary-Treasurer** and the **Field Trial Secretary** may not be members of the **Executive Committee**.

6.1.3 The **Executive Committee** shall have power to appoint a **Member** to fill any casual vacancy on the **Executive Committee** and to hold office until the next **Annual General Meeting**.

6.2 Functions of the Executive Committee

6.2.1 From the end of each **Annual General Meeting** until the end of the next, the **Association** shall be managed by, or under the direction or supervision of, the **Executive Committee**, in accordance with the Incorporated Societies Act 2022, any Regulations made under that **Act**, and this **Constitution**.

6.3 Powers of the Executive Committee

6.3.1 The **Executive Committee** has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the **Association**, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.

6.4 Sub-committees

6.4.1 There shall be three **Standing Regulation Sub-committees**, namely:

- (a) The **Retriever Trial Format Sub-Committee**, which shall be responsible for considering, consulting on, and recommending regulation amendments and other matters concerning the regulations governing the Retriever Trial Formats.

- (b) The **Spaniel Trial Format Sub-Committee**, which shall be responsible for considering, consulting on, and recommending regulation amendments and other matters concerning the regulations governing the Spaniel Trial Formats.
- (c) The **Pointer & Setter Trial Format Sub-Committee**, which shall be responsible for considering, consulting on, and recommending regulation amendments and other matters concerning the regulations governing the Pointer & Setter Trial Formats.

6.4.2 Each of the **Standing Regulation Sub-committees** referred to in clause 6.4.1 above shall comprise three **Members** elected from those **Members** whose name appears on the list for that **Trial Format Classification** maintained pursuant to clause 9.1.3 below, plus one member of the **Executive Committee**

6.4.2 The **Executive Committee** may appoint further sub-committees consisting of such persons (whether or not **Members** of the **Association**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Executive Committee**:

- (a) the quorum of every sub-committee is half the members of the sub-committee but not less than 2,
- (b) no sub-committee shall have power to co-opt additional members,
- (c) a sub-committee must not commit the **Association** to any financial expenditure without express authority from the **Committee**, and
- (d) a sub-committee must not further delegate any of its powers.

6.5 General matters

6.5.1 The **Executive Committee** and any sub-committee may act by resolution approved during a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Executive Committee** or sub-committee meeting.

6.5.2 Other than as prescribed by the **Act** or this **Constitution**, the **Executive Committee** or any sub-committee may regulate its proceedings as it thinks fit.

7 Executive Committee meetings

7.1 Procedure

- 7.1.1 The quorum for **Executive Committee** meetings is at least 4 members of the **Executive Committee**.
- 7.1.2 A meeting of the **Executive Committee** may be held either:
- (a) by a number of the members of the **Committee** who constitute a quorum, being assembled at the place, date and time appointed for the meeting; or
 - (b) by means of audio, or audio and visual, communication by which all members of the **Executive Committee** participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 7.1.3 A resolution of the **Executive Committee** is passed at any meeting of the **Executive Committee** if a majority of the votes cast on it are in favour of the resolution. Every member of the **Executive Committee** shall have one vote.
- 7.1.4 The **President** shall act as chairperson of the **Executive Committee**. If at a meeting of the **Executive Committee**, the **President** is not present, the members of the **Executive Committee** present may choose one of their number to be chairperson of the meeting. The chairperson **has** a casting vote in the event of a tied vote on any resolution of the **Executive Committee**.
- 7.1.5 A member of the **Executive Committee** may not leave or disconnect from a meeting of the **Executive Committee** without the permission of the chairperson. A member who attends a meeting of the **Executive Committee** shall be presumed to be present thereafter until the conclusion of the meeting unless they leave the meeting with the permission of the chairperson.
- 7.1.6 A minute of an **Executive Committee** meeting shall be evidence of such proceedings if confirmed as correct by resolution of the **Executive Committee**.
- 7.1.7 Except as otherwise provided in this **Constitution**, the **Committee** may regulate its own procedure.

7.2 Frequency

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

- 7.2.2 The **Secretary-Treasurer**, or other **Executive Committee** member nominated, shall give to all **Executive Committee** members not less than 5 **Working Days'** notice of **Executive Committee** meetings, but in cases of urgency a shorter period of notice shall suffice.

8 Officers

8.1 Qualifications of officers

- 8.1.1 Every **Officer** must be a natural person who:

- (a) is at least 18 years of age,
- (b) is ordinarily resident in New Zealand,
- (c) has consented in writing to be an officer of the **Association**, and
- (d) certifies that they are not disqualified from being elected or appointed or otherwise holding office as an **Officer** of the **Association**.

- 8.1.2 **Officers** must not be disqualified under section 47(3) of the **Act** from being appointed or holding office as an **Officer** of the **Association**, namely—

- (a) a person who is under 16 years of age
- (b) a person who is an undischarged bankrupt
- (c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993, or any other similar legislation
- (d) A person who is disqualified from being a member of the governing body of a charitable entity under section 16(2) of the Charities Act 2005
- (e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years—
 - (i) an offence under subpart 6 of Part 4 of the **Act**
 - (ii) a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961)
 - (iii) an offence under section 143B of the Tax Administration Act 1994

- (iv) an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (1) to (3)
- (v) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere
- (f) a person subject to:
 - (i) a banning order under subpart 7 of Part 4 of the **Act**, or
 - (ii) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003, or
 - (iii) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009, or
 - (iv) a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.
- (g) a person who is subject to an order that is substantially similar to an order referred to in paragraph (6) under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the regulations (if any) of the **Act**.

8.1.3 Prior to election or appointment as an **Officer** a person must—

- (a) consent in writing to be an **Officer**, and
- (b) certify in writing that they are not disqualified from being elected or appointed as an **Officer** either by this **Constitution** or the **Act**.

8.1.4 Only a natural person may be an **Officer** and each certificate provided pursuant to clause 8.1.4 above shall be retained in the **Association's** records.

8.2 **Officers' duties**

8.2.1 At all times, each **Officer**:

- (a) shall act in good faith and in what he or she believes to be the best interests of the **Association**,
- (b) must exercise all powers for a proper purpose,
- (c) must not act, or agree to the **Association** acting, in a manner that contravenes the **Act** or this **Constitution**,

- (d) when exercising powers or performing duties as an **Officer**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances considering, but without limitation:
 - (i) the nature of the **Association**,
 - (ii) the nature of the decision, and
 - (iii) the position of the **Officer** and the nature of the responsibilities undertaken by him or her
- (e) must not agree to the activities of the **Association** being carried on in a manner likely to create a substantial risk of serious loss to the **Association** or to the **Association's** creditors, or cause or allow the activities of the **Association** to be carried on in a manner likely to create a substantial risk of serious loss to the **Association** or to the **Association's** creditors, and
- (f) must not agree to the **Association** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Association** will be able to perform the obligation when it is required to do so.

8.3 Election or appointment of officers

8.3.1 The election of **Officers** shall be conducted as follows.

- (a) The election of **Officers** shall be conducted prior to each **Annual General Meeting** and shall be completed not less than 3 working days before the **Annual General Meeting**.
- (b) The election of **Officers** shall be conducted by either email or other electronic ballot, as determined by the **Executive Committee** and notified to **Members**. Not less than 25 **Working Days** before the **Annual General Meeting**, the **Secretary-Treasurer** shall distribute to all **Members**:
 - (i) ballot papers or electronic voting instructions;
 - (ii) the date and time by which all ballots must be submitted or in the hands of the hands of the **Secretary-Treasurer**; and
 - (iii) the names of all nominees for **Officer** positions.
- (c) A candidate's written nomination by any **Member** must be accompanied by the written consent of the nominee and a certificate that the nominee is

not disqualified from being appointed or holding office as an **Officer** (as described in 8.1 above), and must be received by the **Secretary-treasurer** at least 30 **Working Days** before the date of the **Annual General Meeting**.

- (d) If a ballot for the election of **Officers** results in a tie, the tie shall be resolved by a vote of the **Members** present and entitled to vote at the **Annual General Meeting**. That vote shall be conducted by voice, by show of hands, or in such other manner as the person chairing the meeting shall direct. The candidate(s) who receive the highest number of votes in that further vote shall be deemed elected. If the further vote does not resolve the tie, the other candidates elected to the **Executive Committee** shall determine the outcome of the tie by majority decision and that decision of the **Executive Committee** shall be final.
- (e) Two **Members** (who are not nominees) or non-**Members** appointed by the **Executive Committee** shall act as scrutineers for the election process and destruction of any voting papers.
- (f) The election results shall be announced at the **Annual General Meeting** and the newly elected **Officers** shall assume office at the close of the **Annual General Meeting**.
- (g) The failure for any reason of any financial **Member** to receive such **Notice** of the meeting or the ballot shall not invalidate the election.
- (h) If a vacancy in the position of any **Officer** occurs between **Annual General Meetings**, that vacancy may be filled by resolution of the **Executive Committee** (and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** (as described in 8.1 above).

8.3.2 The election of **Members** to the elected positions of each of the **Standing Regulation Sub-committees** shall be conducted as follows:

- (a) The ballot for the three elected positions on each of the three **Standing Regulation Sub-committees** referred to in clause 6.4.1 above shall be conducted by either postal (physical and/or electronic) or electronic ballot, as determined by the **Executive Committee** and notified to **Members**. Not less than 25 **Working Days** before the **Annual General Meeting**, the **Secretary-Treasurer** shall distribute to all **Members**:
 - (i) ballot papers or electronic voting instructions;

- (ii) the date and time by which all ballots must be submitted or in the hands of the hands of the **Secretary-Treasurer**; and
 - (iii) the names of all nominees for positions on each of the **Standing Regulation Sub-committees**.
- (b) A candidate's written nomination by any **Member** must be accompanied by the written consent of the nominee and must be received by the **Secretary-treasurer** at least 30 **Working Days** before the date of the **Annual General Meeting**. To be eligible for nomination to a **Standing Regulation Sub-committee**, that **Member's** name must appear on the list for the corresponding **Trial Format Classification** maintained pursuant to clause 9.1.3 below.
- (c) Those **Members** whose names appear on the list for each **Trial Format Classification** maintained pursuant to clause 9.1.3 below and who are otherwise entitled to exercise rights of membership shall be entitled to vote in the ballot for the three elected positions on the **Standing Regulation Sub-committee** for that **Trial Format Classification**.
- (d) The election results shall be announced at the **Annual General Meeting**.
- (e) If a ballot for the election to a position on a **Standing Regulation Sub-committee** results in a tie, the newly elected **Executive Committee** shall determine the outcome of the tie by majority decision and that decision of the **Executive Committee** shall be final.
- (f) The failure for any reason of any financial **Member** to receive such **Notice** of the meeting or the ballot shall not invalidate the election.
- (g) If a vacancy on a **Standing Regulation Sub-committee** occurs between **Annual General Meetings**, that vacancy may be filled by resolution of the **Executive Committee** from the **Members** whose names appear on the list for that **Trial Format Classification** maintained pursuant to clause 9.1.3 below.

8.4 Term

- 8.4.1 The term of office for all **Officers** elected to the **Committee** shall expire at the end of the **Annual General Meeting** in the year corresponding with the last year of each **Officer's** term of office.

8.5 Removal of officers

8.5.1 An **Officer** shall be removed as an **Officer** by resolution of the **Executive Committee** or the **Association** where in the opinion of the **Executive Committee** or the **Association**:

- (a) the **Officer** elected to the **Committee** has been absent from 3 committee meetings without leave of absence from the **President**;
- (b) the **Officer** has brought the **Association** into disrepute;
- (c) the **Officer** has failed to disclose a conflict of interest; or
- (d) the **Executive Committee** passes a vote of no confidence in the **Officer**;

with effect from (as applicable) the date specified in a resolution of the **Executive Committee** or **Association**.

8.6 Ceasing to hold office

8.6.1 An **Officer** ceases to hold office when they resign (by notice in writing to the **Executive Committee**), are removed, die, or otherwise vacate office in accordance with section 50(1) of the **Act**.

8.6.2 Each **Officer** shall, within 15 **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Executive Committee** all books, papers and other property of the **Association** held by such former **Officer**.

8.7 Conflicts of interest

8.7.1 An **Officer** or member of a sub-committee who is an **Interested Member** in respect of any **Matter** being considered by the **Association**, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):

- (a) to the **Executive Committee** and or sub-committee, and
- (b) in an **Interests Register** kept by the **Committee**.

8.7.2 Disclosure must be made as soon as practicable after the **Officer** or member of a sub-committee becomes aware that they are interested in the **Matter**.

8.7.3 An **Officer** or member of a sub-committee who is an **Interested Member** regarding a **Matter**:

- (a) must not vote or take part in the decision of the **Executive Committee** and/or sub-committee relating to the **Matter** unless all members of the **Executive Committee** who are not interested in the **Matter** consent; and
 - (b) must not sign any document relating to the entry into a transaction or the initiation of the **Matter** unless all members of the **Executive Committee** who are not interested in the **Matter** consent; but
 - (c) may take part in any discussion of the **Executive Committee** and/or sub-committee relating to the **Matter** and be present at the time of the decision of the **Executive Committee** and/or sub-committee (unless the **Executive Committee** and/or sub-committee decides otherwise).
- 8.7.4 However, an **Officer** or member of a sub-committee who is prevented from voting on a **Matter** may still be counted for the purpose of determining whether there is a quorum at any meeting at which the **Matter** is considered.
- 8.7.5 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 determine the **Matter**, unless all non-interested **Officers** agree otherwise.
- 8.7.6 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 Committee** shall consider and determine the **Matter**.

9 Records

9.1 Register of Members

- 9.1.1 The **Association** shall keep an up-to-date Register of Members.
- 9.1.2 For each current **Member**, the information contained in the Register of Members shall include —
- (a) Their name, and
 - (b) The date on which they became a **Member** (if there is no record of the date they joined, this date will be recorded as 'Unknown'),
 - (c) The **Affiliated Club** or **Affiliated Clubs** that they are members of,
 - (d) The **Trial Format Classifications** the **Member** wishes to be actively involved with , and

- (e) Their contact details, including —
 - (i) A physical address or an electronic address, and
 - (ii) A telephone number.

9.1.3 For each **Trial Format Classification** the **Association** shall also keep a record of the **Members** who have indicated in their membership details that they wish to be actively involved with that **Trial Format Classification**.

9.1.4 The **Association** shall also keep a record of the former **Members** of the **Association**. For each **Member** who ceased to be a **Member** within the previous 7 years, the **Association** will record:

- (a) The former **Member's** name, and
- (b) The date the former **Member** ceased to be a **Member**.

9.2 Interests Register

9.2.1 The **Executive Committee** shall maintain an up-to-date register of the interests disclosed by **Officers** and by members of any sub-committee.

9.3 Access to information for members

9.3.1 A **Member** may at any time make a written request to the **Association** for information held by the **Association**.

9.3.2 The request must specify the information sought in sufficient detail to enable the information to be identified.

9.3.3 The **Association** must, within a reasonable time after receiving a request —

- (a) provide the information, or
- (b) agree to provide the information within a specified period, or
- (c) agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Association** (which must be specified and explained) to meet the cost of providing the information, or
- (d) refuse to provide the information, specifying the reasons for the refusal.

9.3.4 Without limiting the reasons for which the **Association** may refuse to provide the information, the **Association** may refuse to provide the information if:

- (a) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
- (b) the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Association** or of any of its **Members**, or
- (c) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Association**, or
- (d) the information is not relevant to the operation or affairs of the **Association**, or
- (e) withholding the information is necessary to maintain legal professional privilege, or
- (f) the disclosure of the information would, or would be likely to, breach an enactment, or
- (g) the burden to the **Association** in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information, or
- (h) the request for the information is frivolous or vexatious, or
- (i) the request seeks information about a dispute or complaint which is or has been the subject of the procedures for resolving such matters under this **Constitution** and the **Act**.

9.3.5 If the **Association** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 **Working Days** after receiving notification of the charge, the **Member** informs the **Association**:

- (a) that the **Member** will pay the charge; or
- (b) that the **Member** considers the charge to be unreasonable.

9.3.6 Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

10 Finances

10.1 Control and management

- 10.1.1 The funds and property of the **Association** shall be—
- (a) controlled, invested, and disposed of by the **Executive Committee**, subject to this **Constitution**, and
 - (b) devoted solely to the promotion of the purposes of the **Association**.
- 10.1.2 The Executive **Committee** shall maintain bank accounts in the name of the **Association**.
- 10.1.3 All money received on account of the **Association** shall be banked within 5 **Working Days** of receipt.
- 10.1.4 All accounts paid or for payment shall be submitted to the **Executive Committee** for approval of payment.
- 10.1.5 The **Executive Committee** must ensure that there are kept at all times accounting records that—
- (a) correctly record the transactions of the **Association**, and
 - (b) allow the **Association** to produce financial statements that comply with the requirements of the **Act**, and
 - (c) would enable the financial statements to be readily and properly audited (if required under any legislation or the **Association's Constitution**).
- 10.1.6 The **Executive Committee** must establish and maintain a satisfactory system of control of the **Association's** accounting records.
- 10.1.7 The accounting records must be kept in written form or in a form or manner that is easily accessible and convertible into written form. And the accounting records must be kept for the current accounting period and for the last seven completed accounting periods of the **Association**.

11 Dispute resolution

11.1 Meanings of dispute and complaint

11.1.1 A dispute is a disagreement or conflict in relation to one or more of the allegations set out in 11.1.2 below 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** or **Affiliated Clubs** and the **Association**
- (g) 2 or more **Affiliated Clubs**
- (h) 1 or more **Members** and 1 or more **Affiliated Clubs**
- (i) 1 or more **Affiliated Clubs** and the **Association**
- (j) 1 or more **Affiliated Clubs** and 1 or more **Officers**.

11.1.2 The dispute may relate to any of the following allegations:

- (a) a **Member**, an **Officer**, or an **Affiliated Club** has engaged in misconduct.
- (b) a **Member**, an **Officer**, or an **Affiliated Club** has breached, or is likely to breach, a duty under this **Constitution** or regulations or the **Act**.
- (c) the **Association** has breached, or is likely to breach, a duty under this **Constitution** or regulations or the **Act**.
- (d) a **Member's** rights or interests as a **Member** have been damaged or **Members'** rights or interests generally have been damaged.
- (e) An **Affiliated Club's** rights or interests as an **Affiliated Club** have been damaged or **Affiliated Clubs'** rights or interests generally have been damaged.

11.1.3 A **Member**, an **Officer**, an **Affiliated Club**, or the **Association** makes a **Complaint** if, in accordance with this **Constitution**:

- (a) the **Member, Officer, or Affiliated Club** starts a procedure for resolving a **Dispute** in accordance with this **Constitution**; or
- (b) the **Association** starts a procedure for resolving a **Dispute** in accordance with this **Constitution** (for example a disciplinary process against a member or an officer in relation to an allegation referred to in 11.1.2 above).

11.1.4 The **Executive Committee** shall maintain regulations for making and determining protests at **Trials**. A matter raised by way of a protest at a **Trial** is not a **Dispute**.

11.2 How a complaint is made

11.2.1 A **Member, Officer, or Affiliated Club** may make a **Complaint** by:

- (a) giving to the **Executive Committee** (or a disputes subcommittee) a notice in writing that:
 - (i) states that the **Member, Officer, or Affiliated Club** is starting a procedure for resolving a Dispute in accordance with this **Constitution**; and
 - (ii) sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
 - (iii) sets out any other information or allegations reasonably required by the **Association**; and
- (b) paying any complaints fee set in accordance with this **Constitution**.

11.2.2 The **Association** may make a **Complaint** by giving to the **Member, Officer, or Affiliated Club** concerned a notice in writing that—

- (a) states that the **Association** is starting a procedure for resolving a Dispute in accordance with this **Constitution**; and
- (b) sets out the allegation(s) to which the Dispute relates and whom the allegation or allegations is or are against.

11.2.3 The information given under 11.2.1(b) or 11.2.2(b) 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.

11.2.4 A Complaint may be made in any other reasonable manner permitted by this **Constitution**.

11.3 Person who makes a complaint has right to be heard

11.3.1 A **Member, Officer, or Affiliated Club** who makes a Complaint has a right to be heard before the Complaint is resolved or any outcome is determined.

11.3.2 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**.

11.3.3 Without limiting the manner in which the **Member, Officer, Affiliated Club** or the **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, Affiliated Club's** or **Association's** written or verbal statement or submissions (if any) are considered by the decision maker.

11.4 Person who is the subject of complaint has right to be heard

11.4.1 This clause applies if a Complaint involves an allegation that a **Member, an Officer, an Affiliated Club, or the Association** (the **Respondent**):

- (a) has engaged in misconduct; or
- (b) has breached, or is likely to breach, a duty under this **Constitution** or regulations or the Act; or
- (c) has damaged the rights or interests of a member or members generally.

11.4.2 The **Respondent** has the right to be heard before the complaint is resolved or any outcome is determined.

- 11.4.3 If the **Respondent** is the Association, an officer may exercise the right to be heard on behalf of the **Association**.
- 11.4.4 Without limiting the manner in which the **Respondent** may be given the right to be heard, they 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 or verbal statement or submissions (if any) are considered by the decision maker.

11.5 Investigating and determining dispute

- 11.5.1 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.
- 11.5.2 Complaints must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.
- 11.5.3 All **Members** (including the **Executive Committee**) and all **Affiliated Clubs** are obliged to cooperate to resolve Complaints efficiently, fairly, and with minimum disruption to the **Association's** activities.
- 11.5.4 The complainant making a Complaint, the **Executive Committee**, and the **Respondent** must consider and discuss whether a Complaint may best be resolved through informal discussions or mediation facilitated by an independent mediator. Where mediation is agreed on, the parties will sign a suitable mediation agreement.
- 11.5.5 If a Complaint is resolved to the satisfaction of the complainant and the **Respondent** through informal discussions or mediation, then the **Association** is not required to take any further steps in relation to the Complaint.

11.6 Association may decide not to proceed further with complaint

11.6.1 Despite the 11.5 above (Investigating and determining dispute), the **Association** may decide not to proceed further with a Complaint if:

- (a) the Complaint is considered to be trivial; or
- (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) that a **Member**, an **Officer**, an **Affiliated Club** or the **Association** has engaged in material misconduct:
 - (ii) that a **Member**, an **Officer**, an **Affiliated Club**, or the **Association** has materially breached, or is likely to materially breach, a duty under this **Constitution** or the regulations or the **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.

11.7 Association may refer complaint

11.7.1 The **Association** may refer a Complaint to:

- (a) a subcommittee or an external person to investigate and report; or
- (b) a subcommittee, or an external person to investigate and make a decision.

11.7.2 The **Association** may, with the consent of all parties to a Complaint, refer the Complaint to any type of consensual dispute resolution (for example, mediation or facilitation).

11.8 Decision makers

11.8.1 A person may not act as a decision maker in relation to a Complaint if 2 or more members of the **Executive Committee** or a complaints subcommittee 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.

11.9 Determination and penalties

11.9.1 If, having followed the procedures in this **Constitution**, the decision maker(s) decide that the Complaint is not proved then the decision maker(s) may dismiss the Complaint. Written reasons for the dismissal must be given to the complainant and the **Respondent** within five working days of the dismissal decision.

11.9.2 If, having followed the procedures in this **Constitution**, the decision maker(s) decide that the Complaint is proved or, that the Complaint is not proved but that a default or omission has been proved, the decision maker(s) may find accordingly and may impose one or more of the penalties listed in clause 11.9.3 below.

11.9.3 The penalties that may be imposed are:

- (a) The imposition of a fine of such amount as may be fixed by the decision maker(s), payable to the **Association** or any other party.
- (b) The issue of a reprimand, censure or warning.
- (c) The requirement of an apology in the manner directed by the decision maker(s) determining the Complaint.
- (d) The suspension of any **Member** or non-member from taking part in or having any connection with or attending any **Trial**.
- (e) The suspension of any **Member** from acting as an officer of the **Association**.
- (f) The suspension of all or any dogs owned or registered in the name of any **Member** from taking part in any **Trial**.
- (g) The suspension or termination of any **Member** from membership of the **Association**.
- (h) The suspension or termination of any **Affiliated Club** from affiliation to the **Association**

- (i) The suspension or removal of any **Member** from any judging panel maintained by the **Association**.
- 11.9.4 Any penalty imposed can be suspended for all or part of the term of imposition subject to the observation of such conditions as may be imposed. If the conditions of a suspended penalty are not observed, then the penalty will take effect upon notice without further hearing.
- 11.9.5 Any **Member** failing to comply with any penalty after 20 **Working Days** have elapsed from the imposition of the penalty shall have their membership of the **Association** suspended until the failure is rectified.
- 11.9.6 Any **Affiliated Club** failing to comply with any penalty after 20 **Working Days** have elapsed from the imposition of the penalty shall have their affiliation to the **Association** suspended until the failure is rectified.
- 11.9.7 If any **Member** or **Affiliated Club** that has been suspended breaches their suspension the **Executive Committee** may increase the period of suspension.
- 11.9.8 The **Executive Committee** may at any time remove or shorten any suspension imposed on a **Member** or **Affiliated Club**.
- 11.9.9 The **Executive Committee** may publish to its **Members** and **Affiliated Clubs** an account of any Complaints process.

11.10 Appeals

- 11.10.1 A **Member**, an **Officer**, an **Associated Club**, or the **Association** may, if they are affected by the determination of a Complaint may appeal that determination and/or the imposition of any penalty in relation to the Complaint, to the Executive Council of the New Zealand Kennel Club.
- 11.9.2 A **Member** may, if they are affected by the determination of a protest, appeal that determination to the **Executive Committee**.

12 Liquidation and removal from the register

12.1 Resolving to put Association into liquidation

- 12.1.1 The **Association** may be liquidated in accordance with the provisions of Part 5 of the **Act**.
- 12.1.2 The **Executive Committee** shall give 30 **Working Days** written **Notice** to all **Members** of the proposed resolution to put the **Association** into liquidation.
- 12.1.3 The **Executive Committee** shall also give written Notice to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered.

The **Notice** shall include all information as required by section 228(4) of the **Act**.

- 12.1.4 Any resolution to put the **Association** into liquidation must be passed by a two-thirds majority of all **Members** present and voting.

12.2 Resolving to apply for removal from the register

- 12.2.1 The **Association** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**.

- 12.2.2 The **Executive Committee** shall give 30 **Working Days** written **Notice** to all **Members** of the proposed resolution to remove the **Association** from the Register of Incorporated Societies.

- 12.2.3 The **Executive Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

- 12.2.4 Any resolution to remove the **Association** from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.

12.3 Surplus assets

- 12.3.1 If the **Association** is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.

- 12.3.2 On the liquidation or removal from the Register of Incorporated Societies of the **Association**, its surplus assets — after payment of all debts, costs and liabilities — shall be vested in the New Zealand Kennel Club Incorporated.

- 12.3.3 However, in any resolution under this rule, the **Association** may approve a different distribution to a different not-for-profit entity from that specified above, so long as the **Association** complies with this **Constitution** and the **Act** in all other respects.

13 Alterations to the constitution and regulations

13.1 Amending this constitution

- 13.1.1 All amendments must be made in accordance with this **Constitution**. Any minor or technical amendments shall be notified to **Members** as required by section 31 of the **Act**.
- 13.1.2 The **Association** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by a two-thirds majority of those **Members** present and voting.
- 13.1.3 That amendment may be approved by a resolution passed in lieu of a meeting but only if authorised by this **Constitution**.
- 13.1.4 Any proposed resolution to amend or replace this **Constitution** shall be signed by at least 10 per cent of eligible **Members** and given in writing to the **Executive Committee** at least 30 **Working Days** before the **General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal. Notice of the proposed resolution, the reasons for the proposal, and any recommendations the **Executive Committee** has shall be provided to **Members** with the written **Notice** of the **General Meeting**.
- 13.1.6 When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration and shall take effect from the date of registration.

13.2 Regulations

- 13.2.1 The **Executive Committee** from time to time may make and amend regulations and policies for the conduct and control of **Association** activities, including the conduct of **Trials**, and codes of conduct applicable to **Members** and **Affiliated Clubs**, but no such regulations, policies or codes of conduct shall be inconsistent with this **Constitution**, the **Act**, regulations made under the **Act**, or any other legislation.
- 13.2.2 Prior to making or amending regulations or policies for the conduct of a **Trial Format Classification** the **Executive Committee** shall refer the matter to the **Standing Regulation Sub-committee** responsible for that **Trial Format Classification** for its consideration and recommendation.
- 13.2.3 Each **Standing Regulation Sub-committee** may of its own motion, propose making or amending regulations or policies for the conduct of a **Trial Format Classification** for which that sub-committee is responsible.

13.2.4 The **Executive Committee** shall adopt the recommendation of a **Standing Regulation Sub-committee** relating to regulations for which that sub-committee is responsible, except where the **Executive Committee** identifies a good reason not to, which reason must be recorded and communicated to the relevant sub-committee.