



New Zealand
Institute of
**BUILDING
SURVEYORS**

CONSTITUTION

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1. INTRODUCTORY RULES

1.1. Name: The name of the society is the **New Zealand Institute of Building Surveyors Incorporated** (in this Constitution referred to as the '**Institute**'.) Any reference to "the Society" in associated legislation for Incorporated Societies is implied to refer to this **Institute**.

1.2. Charitable status: The **Institute** 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:

- (a) '**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.
- (b) '**Annual General Meeting**' means a meeting of the Members of the Institute held once per year which, among other things, will receive and consider reports on the Institute's activities and finances.
- (c) '**President**' means the Officer responsible for chairing General Meetings and committee meetings, and who provides leadership for the Institute.
- (d) '**Conflict of Interest**' means a conflict of interest occurs when a Member's professional duty or Officer's duty to a client or other party (such as the Executive, Sub-Committees, Officers, other Members, Contractors and Sponsors), and the Institute is potentially compromised by their own personal interests, relationships, or other involvements. A Conflict of Interest can be potential, perceived and actual. Key elements of a Conflict of Interest:
 - (i) **Compromising Interest:** A conflict arises when this duty is potentially undermined by another interest;
 - (ii) **Personal Interests:** Financial interests, family relationships, or social connections. Other Involvement: Direct or indirect involvement in the subject matter of the professional assignment; and
 - (iii) **Confidentiality:** Balancing the duty to protect confidential information with the duty to disclose material information to other clients or parties.
- (e) '**Complaint**' means the situation where either a Member, an Officer or the Institute starts a procedure for resolving a Dispute in accordance with this Constitution.
- (f) '**Complainant**' means a Member or an Officer who makes a complaint in accordance with the Dispute Resolution Procedure.
- (g) '**Constitution**' means the rules in this document.
- (h) '**Vice President**' means the Officer elected or appointed to deputise in the absence of the President.
- (i) '**Executive**' means the Institute's governing body, being the Committee as described in section 45 of the **Act**.
- (j) '**Executive Assistant**' means a natural person who is aiding in the management or administration of the Institute under the direction of the Executive. The Executive Assistant has no voting rights.
- (k) '**General Meeting**' means either an Annual General Meeting or a Special General Meeting of the Members of the Institute.

- (l) **'Interested Member'** means a Member who is interested in a matter for any of the reasons set out in section 62 of the Act.
- (m) **'Interests Register'** means the register of interests of Officers, kept under this Constitution and as required by section 73 of the Act.
- (n) **'Matter'** means:
 - (i) the Institute's performance of its activities or exercise of its powers; or
 - (ii) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the Institute.
- (o) **'Member'** means a person who has consented to become a Member of the Institute and has been properly admitted to the Institute and who has not ceased to be a Member of the Institute.
- (p) **'Notice'** to Members includes any notice given by email, post or courier.
- (q) **'Officer'** means a natural person who is a member of the Executive, or occupying a position in the Institute that allows them to exercise significant influence over the management or administration of the Institute.
- (r) **'Register of Members'** means the register of Members kept under this Constitution as required by section 79 of the Act.
- (s) **'Regulations'** means the detailed rules reflective of good industry practice, which a Member of the Institute must achieve to comply.
- (t) **'Special General Meeting'** means a meeting of the Members, other than an Annual General Meeting, called for a specific purpose or purposes.
- (u) **'Working Day'** means 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 **Purposes:** The primary purposes and objectives of the **Institute** are to:

- (a) Promote the profession of Building Surveying and raise market recognition of the **Institute**, its **Members** and its professional standards;
- (b) To act in good faith and in the best of interests for the **Institute**, the **Members** and the public;
- (c) Co-ordinate the presentation and continuing professional development of Building Surveyors in order to engender consistency and excellence in the surveying services for the public advantage and public confidence in the profession;
- (d) Promote and encourage proper conduct among Building Surveyors to suppress dishonourable and/or objectionable practices;
- (e) Provide leadership in the regulation and standards of this profession;
- (f) Advocate to extend the professional membership of the **Institute** by raising levels of knowledge and understanding amongst both the **Institute** membership and wider construction sector communities via the making available of sufficient, relevant and time-pertinent educational opportunities;
- (g) Manage the **Institute** in an efficient and cost-effective manner to ensure the advancement of the **Institute** and its **Members**.

1.5 Institute not to operate from financial gain

- (a) The **Institute** must not operate for the purpose of, or with the effect of:
- (i) distributing any gain, profit, surplus, dividend, or other similar financial benefit to any of its **Members** (whether in money or in kind); or
 - (ii) having capital that is divided into shares or stock held by its **Members**; or
 - (iii) 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 **Institute** or otherwise).
- (b) But the **Institute** will not operate for the financial gain of **Members** simply if the **Institute**:
- (i) engages in trade;
 - (ii) pays a **Member** for matters that are incidental to the purposes of the **Institute**, and the **Member** is a not-for-profit entity, distributes funds to a **Member** to further the purposes of the **Institute**, and the **Member**:
 - is a not-for-profit entity; and
 - is affiliated or closely related to the **Institute**; and
 - has the same, or substantially the same, purposes as those of the **Institute**.
 - (iii) reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Institute** or while pursuing the **Institute's** purposes;
 - (iv) provides benefits to members of the public or of a class of the public and those persons include **Members** or their families;
 - (v) provides benefits to **Members** or their families to alleviate hardship;
 - (vi) provides educational scholarships or grants to **Members** or their families;
 - (vii) pays a **Member** a salary or wages or other payments for services to the **Institute** 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 **Institute**);
 - (viii) provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Institute**; or
 - (ix) on removal of the **Institute** 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.

1.6 Tikanga, Kawa, Culture or Practice: The tikanga or culture of the **Institute** is as follows:

Kaitiakitanga (Guardianship / Protection), Whanaungatanga (Responsibilities / Belonging / Kinship) and this **Constitution** must be interpreted having regard to that tikanga, kawa, culture or practice subject to the **Act** and all express provisions of this **Constitution**.

1.7 Acts and Regulations: Nothing in this **Constitution** authorises the **Institute** to do anything which contravenes or is inconsistent with the **Act**, any regulations made under the **Act**, or any other legislation.

1.8 Restrictions on Institute's powers:

- (a) The **Institute's** capacity, rights, powers, and privileges are subject to the following restrictions (if any):
- (b) The **Institute** does not have the power to borrow money.
- (c) The **Institute** does not have the power to take on lease, hire or otherwise acquire or hold on any tenure any real property both within or outside New Zealand.
- (d) The **Institute** does not have the power to construct or otherwise own real estate property for the purpose of carrying out the business of the **Institute**. Offices, rooms or the like will be leased on commercial terms and as deemed appropriate by the **Executive** for the purposes of the business of the **Institute**.
- (e) The **Institute** does not have the power to make investments using **Institute** funds unless, by resolution of the **Executive**, such investment is agreed to be low risk and **Institute** funds can remain readily accessible at any time.

1.9 Registered office

- (a) The registered office of the **Institute** shall be at such place in New Zealand as the **Executive** from time to time determines.
- (b) Changes to the registered office shall be notified to the Registrar of Incorporated Societies:
 - (i) at least 5 **Working Days** before the change of address for the registered office is due to take effect; and
 - (ii) in a form and as required by the **Act**.

1.10 Contact person

- (a) The **Institute** shall have at least 1 but no more than 3 contact person(s) whom the Registrar can contact when needed.
- (b) The **Institute's** contact person must be:
 - (i) at least 18 years of age; and
 - (ii) ordinarily resident in New Zealand.
- (c) A contact person can be appointed by the **Executive** or elected by the **Members** at a **General Meeting**
- (d) Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:
 - (i) a physical address or an electronic address; and
 - (ii) a telephone number.
- (e) Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 **Working Days** of that change occurring, or the **Institute** becoming aware of the change.

2. MEMBERS

2.1 Minimum number of Members: The **Institute** shall maintain the minimum number of **Members** required by the **Act**.

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

(a) **Registered Member**

(i) A **Registered Member** is an individual admitted to membership under this **Constitution** and who or which has not ceased to be a **Member**. **Registered Member** status is for those **Members** who actively practice as Building Surveyors in New Zealand and have satisfied the qualification criteria set by the **Executive**. Only a **Registered Member** is entitled to use the designation MNZIBS after their name and each **Registered Member** is entitled to a single vote on any **Institute** matters.

(b) **Transitional Member**

(i) Transitional membership is a preliminary stage of membership for all those that apply for and are in the process of completing requirements to become a **Registered Member**. **Transitional Members** must be actively practicing as building surveyors in New Zealand and must complete the NZIBS Assessment of Professional Competence (APC) process to be considered for registered membership.

(ii) A **Transitional Member** cannot at any time claim registered membership or use the designation MNZIBS. Each **Transitional Member** is not entitled to a vote on any **Institute** matters, except for the selection of the **Transitional Member** observer position on the **Executive**.

(c) **Student Membership**

(i) Student membership is open to all those currently studying for an approved construction related, full-time, tertiary qualification. Student membership can also be granted to those in employment, prior to Transitional membership, but only for a maximum period of six months, after which time they must relinquish their student membership and apply for Transitional membership. **Student Members** are not entitled to cast a vote on any **Institute** matters.

(d) **Retired Membership**

(i) Retired membership status is available to any **Member** on retirement from working as a Building Surveyor in New Zealand. The **Member** shall formally advise the **Executive** of their retirement date and the **Member's** details will be removed from the NZIBS website as of the notified date.

(ii) A **Retired Member** shall be entitled to attend any **General Meetings** or functions of the **Institute** but will not be entitled to cast a vote on any matters. **Retired Members** shall pay a nominal subscription that shall be set from time to time by the **Executive**.

(e) **Life Member**

- (i) A **Life Member** is a person honoured for highly valued services to the **Institute**, over a minimum period of ten years, elected as a **Life Member** by resolution of a **General Meeting** and passed by a simple majority of those **Members** present and voting. If actively working as a Building Surveyor, a **Life Member** shall have all the rights and privileges of a **Registered Member** and shall be subject to all the same duties as a **Registered Member** except those of paying subscriptions and levies. If they wish to continue working as a Registered Building Surveyor, the **Life Member** will be required to fulfil all obligations of registered membership, including annual Continuing Professional Development (CPD) and work verification requirements. A **Life Member** has a right to cast a vote in any **Institute** matters.

(f) **Honorary Member**

- (i) An **Honorary Member** is a person honoured for services to the **Institute** or in an associated field elected as an **Honorary Member** by resolution of a **General Meeting** passed by a two-thirds majority of those present and voting. An **Honorary Member** has no membership rights, voting privileges or duties. Honorary membership is ongoing for their natural life, unless it is withdrawn by a later **General Meeting** resolution, passed by a two-thirds majority. No more than two (2) Honorary memberships may be granted in a single year.

(g) **Affiliate Membership**

- (i) Affiliate membership is open to all those in the construction industry, or holder of professional construction industry qualifications, in fields such as Building Surveying, Architecture, Engineering, Quantity Surveying, Construction Management, Building Sciences, etc, and to those with a significant degree of experience in the construction industry and in Building Surveying without necessarily having formal professional qualifications.
- (ii) Affiliation can only be offered to those in an aligned profession, of good professional standing and character who the **Executive** agree have the ability to assist in the advancement of good professional practice in the construction industry. A reduced fee shall be paid annually to retain affiliation and an **Affiliate Member** will be entitled to:
- attend **Institute** events at membership rates;
 - receive **Institute** publications and have access to the **Members** area of the NZIBS website;
 - identify themselves as an **Affiliate Member** and use the letters Affil.NZIBS after their name; **BUT**
 - an **Affiliate Member** is **not** entitled to vote on any **Institute** matters.

2.3 Becoming a Member: consent

- (a) Every applicant for membership must consent in writing to becoming a **Member**.
- (b) The signed written consent of every **Member** to become an **Institute Member** shall be retained in the **Institute's** membership records and register.

2.4 Becoming a Member: process

- (a) An applicant for membership must complete and sign any application form, supply any information, or attend an interview as may be reasonably required by the **Executive** regarding an application for membership and will become a **Member** on acceptance of that application by the **Executive**.
- (b) The **Executive** of the **Institute** shall interview prospective members who shall be admitted as a member, providing they satisfy the **Executive** as to their professional and personal fitness for membership.
- (c) All such admitted **Members** may take full part in all the affairs of the **Institute**, subject to their classification of membership and providing they have paid annual subscription fees in full, as may be set by the **Executive** from time to time.
- (d) The **Executive** may accept or decline an application for membership at its sole discretion. The **Executive** must advise the applicant of its decision.
- (e) Qualification and experience criteria for membership shall be set by the **Executive** from time to time.
- (f) A **Member** shall be an individual only. A **Member** may not be a firm, partnership, company, estate, trust or corporate body.

2.5 Members' obligations and rights

- (a) Every **Member** shall provide the **Institute** in writing with that **Member's** name and contact details (namely, physical or email address and a telephone number) and promptly advise the **Institute** in writing of any changes to those details.
- (b) All **Members** shall promote the interests and purposes of the **Institute** and shall do nothing to bring the **Institute** into disrepute.
- (c) All **Registered** and **Transitional Members** must be actively practicing in building surveying in New Zealand. Annual work verification forms shall be submitted with annual CPD records, by the 31st of July each year. Failure to do so may result in disciplinary action as seen fit by the **Executive**.
- (d) At the request of the **Member**, a membership can be put on hold at the discretion of the **Executive**. Throughout the period on hold, contact details and a reduced annual subscription must be maintained at all times as if they were a current **Member**.
- (e) If the **Member's** intention is to return to working as a Building Surveyor, then CPD requirements must also be maintained.
- (f) A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Institute's** premises, facilities, equipment and other property, and participating in **Institute** activities) if all required subscriptions and any other fees have been paid to the **Institute** by their respective due dates, but no **Member** or **Life Member** is liable for an obligation of the **Institute** by reason only of being a **Member**.

- (g) The **Executive** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Institute**, and to participate in **Institute** activities, including any conditions of and fees for such access, use or involvement.

2.6 Subscriptions and fees

- (a) The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic instalments).
- (b) Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 20 **Working Days** of the date the same was due for payment shall be considered as non-financial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Institute** activity or to access or use the **Institute's** premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 40 **Working Days** of the due date for payment of the subscription, any other fees, or levy the **Executive** may terminate the **Member's** membership (without being required to give prior **Notice** to that **Member**).

2.7 Ceasing to be a Member

- (a) A **Member** ceases to be a **Member**:
 - (i) by resignation from that **Member's** class of membership by written **Notice** signed by that **Member** to the **Executive**; or
 - (ii) on termination of a **Member's** membership following a dispute resolution process under this **Constitution**; or
 - (iii) on death; or
 - (iv) by resolution of the **Executive** where:
 - (v) the **Member** has failed to pay a subscription, levy or other amount due to the **Institute** within 40 **Working Days** of the due date for payment.
 - (vi) In the opinion of the **Executive**, the **Member** has brought the **Institute** into disrepute.
 - (vii) In the opinion of the **Executive**, the **Member** has not abided by this **Constitution** or complied with any of the **Institute** Bylaws, resolutions or agreements that may be passed.
- (b) With effect from (as applicable):
 - (i) the date of receipt of the **Member's** **Notice** of resignation by the **Executive** (or any subsequent date stated in the **Notice** of resignation); or
 - (ii) the date of termination of the **Member's** membership under this **Constitution**; or
 - (iii) the date of death of the **Member**; or
 - (iv) the date specified in a resolution of the **Executive** and when a **Member's** membership has been terminated the **Executive** shall promptly notify the former **Member** in writing.

2.8 Obligations once Membership has ceased

- (a) A **Member** who has ceased to be a **Member** under this **Constitution**:
 - (i) remains liable to pay all subscriptions and other fees to the **Institute's** next balance date;
 - (ii) shall cease to hold himself or herself out as a **Member** of the **Institute**;

- (iii) shall return to the **Institute** all material provided to **Members** of the **Institute** (including any membership certificate, badges, handbooks and manuals); and
- (iv) shall cease to be entitled to any of the rights of an **Institute Member**.

2.9 Becoming a Member again

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

3. GENERAL MEETINGS

3.1. Procedures for all General Meetings

- (a) The **Executive** shall give all **Members** at least 15 **Working Days** written **Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting**.
- (b) That **Notice** will be addressed to the **Member** at the contact address notified to the **Institute** and recorded in the **Institute**'s Register of **Members**.
- (c) 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**.
- (d) No **General Meeting** may be held unless at least 33 per cent of eligible voting **Members** are in attendance throughout the meeting and this will constitute a quorum.
- (e) 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 **Institute**, and if at such adjourned meeting a quorum is not present those **Members** present in person or remotely shall be deemed to constitute a sufficient quorum.
- (f) Only eligible voting **Members** may attend either in person or remotely, speak and vote at **General Meetings** in person and/or using any real-time audio, audio and visual or electronic communication.
- (g) **Transitional Members** may only attend, speak and vote for the single **Transitional Member** observer seat at **General Meetings**; and **Honorary Members** may only attend and speak at **General Meetings**.
- (h) A **Member** is entitled to exercise one vote on any motion at a **General Meeting** in person or remotely. Voting at a **General Meeting** shall be by show of hands, or, on demand of the **President** or of 2 or more **Members** present, by secret ballot.
- (i) Unless otherwise required by this **Constitution**, all questions shall be decided by a simple majority of those in attendance in person, or remotely and voting at a **General Meeting** or voting by remote ballot.
- (j) Any decisions made when a quorum is not present are not valid.
- (k) The **Institute** 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 it is approved by no less than 75 percent of the **Members** who are entitled to vote on the resolution.
- (l) A written resolution may consist of 1 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).
- (m) The **Institute** must, within 5 **Working Days** after the resolution is passed, send a copy to the address of each **Member** whom:

- (i) did not approve the resolution; and
- (ii) on whose behalf the resolution was not approved.
- (n) **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.
- (o) All **General Meetings** and **Executive Meetings** shall be chaired by the **President**. If the **President** is absent, the **Vice-President** shall chair that meeting. If neither are available, the **General Meeting** shall be postponed to an alternative date.
- (p) Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, no casting vote.
- (q) Any person chairing a **General Meeting** may:
 - (i) 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;
 - (ii) 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 **President** be removed from the **General Meeting**; and
 - (iii) in the absence of a quorum or in the case of emergency, adjourn the **General Meeting** or declare it closed.
- (r) The **Executive** may propose motions for the **Institute** to vote on ('Executive Motions') which shall be notified to **Members** with the **Notice** of the **General Meeting**.
- (s) Any **Member** may request that a motion be voted on ('Member's Motion') at a **General Meeting**, by giving **Notice** to the **Executive Assistant** at least 25 **Working Days** before that meeting. The **Member** may also provide information in support of the motion ('Member's Information'). If **Notice** of the motion is given to the **Executive Assistant** before written **Notice** of the **General Meeting** is given to **Members**, the **Member's Notice** of the motion and Member's Information shall be provided to **Members** with the written **Notice** of the **General Meeting**.

3.2. Minutes

- (a) The **Institute** must keep minutes of all **General Meetings**.

3.3. Annual General Meetings: (timing)

- (a) 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** and consistent with any requirements in the **Act**, and the **Constitution** relating to the procedure to be followed at **General Meetings** shall apply.
- (b) The **Annual General Meeting** must be held no later than the earlier of the following:
 - (i) 6 months after the balance date of the **Institute**; and
 - (ii) 15 months after the previous annual meeting.

3.4. Annual General Meetings: (business and reporting)

- (a) The business of an **Annual General Meeting** shall be to:
 - (i) confirm the minutes of the last **Annual General Meeting** and any **Special General Meeting(s)** held since the last **Annual General Meeting**;
 - (ii) adopt the annual reports on the operations and affairs of the **Institute**;
 - (iii) adopt the **Executive's** report on finances of the **Institute**, and the annual financial statements;
 - (iv) set any subscriptions for the next financial year;
 - (v) appoint, or reappoint, an Auditor for the next financial year;
 - (vi) consider any motions of which prior **Notice** has been given to **Members** with **Notice of the Meeting**;
 - (vii) consider any general business;
 - (viii) if required, elect new **Executive** members for the next operational year; and
 - (ix) determine a venue for the next **Annual General Meeting**, after taking into account the wishes and comments of **Members**.
- (b) The **Executive** must, at each **Annual General Meeting**, present the following information:
 - (i) annual reports on the operation and affairs of the **Institute** during the most recently completed accounting period;
 - (ii) the annual financial statements for that period; and
 - (iii) **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).

3.5. Special General Meetings

- (a) **Special General Meetings** may be called at any time by the **Executive** by resolution.
- (b) The **Executive** must call a **Special General Meeting** if it receives a written request signed by at least 15 per cent of **Members**. The request may include a **Member's Notice** of motion accompanied with the **Member's** Information.
- (c) Any resolution or written request must state the business that the **Special General Meeting** is to deal with.
- (d) 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's** resolution or the written request by **Members** for the **Meeting**.

4. EXECUTIVE

4.1. Executive composition

- (a) **The Executive will consist of 10 Officers and comprise:**
- (b) The **President** (Chair) elected for a two-year term by eligible voting **Members** at every second **Annual General Meeting**, subject to early nomination and removal process noted below. Following the completion of the two-year term, the retiring **President** may be re-elected for a maximum of two further terms, of one each.
- (c) The Immediate Past President serves after the **President's** term until the retiring **President's** term is completed.
- (d) The **Vice President** shall be appointed by the **Executive** from those elected at the **Annual General Meeting**, subject to the early nomination and removal process noted below.
- (e) A maximum of seven (7) **Members** sitting and elected at the **Annual General Meeting**, and an optional single **Transitional Member** observer seat (non-voting seat) elected by **Transitional Members** at the **Annual General Meeting**. Elected **Members** shall hold office for two years after their election and can be eligible for re-election for a maximum period of four (4) consecutive years.
- (f) The composition of the **Executive** is not to include more than two persons from a singular organisation, such as company, wholly owned subsidiary, franchise or other similar structure.
- (g) The **Executive**, once appointed, shall manage its operational obligations with the allocation of duties to **Executive members**. These duties will be Finance, Membership, Education, Marketing, Technical, Membership Liaison, Special Projects.
- (h) At a **Special General Meeting** or **Annual General Meeting**, a resolution for the removal of the **President**, and/or the **Executive** in part, or as a whole, can be called for by at least 50 per cent of the eligible voting **Members** present. Before voting on any such resolution, the **President** and/or those **Executive members** affected must be given the reasonable opportunity at the **Meeting** to make submissions verbally to the **Members** in attendance.
- (i) Votes of at least 67 per cent of those **Members** attending the **Meeting** is required to remove a sitting **President** and/or affected **Members** on the **Executive**. In order to then refill any roles vacated by these votes:
 - (i) nominations for roles within the **Executive** are to be taken from the eligible **members** in attendance, followed by a majority vote for the positions available (in the event there are more nominations than positions);
 - (ii) the role of **President** will then become vacant at the next **Annual General Meeting** with a new nomination and vote required.
- (j) In addition to the **Executive** composition detailed above, the following persons may also be invited to **Executive** meetings:
 - (i) any other person (including the **Executive Assistant**) so engaged by the **Institute** that the **Executive** invites to serve the **Executive** (but without voting rights); and/or
 - (ii) any co-opted **Registered** or **Transitional Member** so invited by the **Executive** to attend (but without voting rights);

- (iii) Sponsors of the **Institute** may be invited (but without voting rights) to make presentations at **Executive** meetings;
- (iv) the **Executive** shall determine the duration of the invitees' attendance (excluding the **Executive Assistant**).

4.2. Functions of the Executive

- (a) From the end of each **Annual General Meeting** until the end of the next, the **Institute** shall be managed by, or under the direction or supervision of, the **Executive**, in accordance with the Incorporated Societies Act 2022, any **Regulations** made under that **Act**, and this **Constitution**.
- (b) Each **Member** of the **Executive** will comply with and take all reasonable steps to ensure the **Institute** complies with, the Privacy Act 2020, in respect of all personal information of other individuals, which they become aware of in the course of undertaking their office for the **Institute**.

4.3. Powers of the Executive

- (a) The **Executive** has all the powers necessary for managing and for directing and supervising the management of the operation and affairs of the **Institute**, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.
- (b) Without limited the generality of the foregoing powers, the **Institute** and **Executive** will have the power to:
 - (i) use the **Institute** funds in payment of all costs and expenses properly incurred in carrying out the objectives of the **Institute**, including the employment of such **Officers**, agents and/or servants as shall appear expedient;
 - (ii) invest monies and assets belonging to the **Institute** and not immediately required for use as the **Executive** see fits and as are authorised in New Zealand for trustee investments (low-risk and short-term investments only);
 - (iii) determine **Regulations** and provide documented instruction for the conduct of any business of the **Institute** and any other matter affecting the general conduct of the **Members** of the **Institute**;
 - (iv) demand payment of all subscriptions, fees or other monies due to the **Institute**;
 - (v) engage and manage (and if necessary dismiss) employees on such written notice terms and conditions as the **Executive** deems fit;
 - (vi) enter into all negotiations, contracts, agreements in the name of and on behalf of the **Institute** as the **Executive** considers expedient for the purposes of the **Institute**;
 - (vii) carry on the business of the **Institute**, notwithstanding any vacancy in its composition, and may fill any 'casual vacancy' by appointing another **Member** of the **Institute** on the same conditions as the **Member** being replaced. If the vacancy relates to the **President** or **Vice-President** positions then a replacement will be appointed from the **Executive members** and the resulting 'casual vacancy' can be filled as above; and

(viii) by resolution, the **Executive** may co-opt any other person for any special or advisory purpose during the term of office, but such person shall not be an elected **member** of the **Executive** and will not have voting rights. Any such co-opted person(s) shall be **Registered, Life, Honorary** or **Affiliate Members** of the **Institute** and shall be co-opted for a specified period of time (not greater than one year).

4.4. General matters: Executive and Sub-committees

- (a) The **Executive** 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** or sub-committee meeting.
- (b) Other than as prescribed by the **Act** of this **Constitution**, the **Executive** or any sub-committee may regulate its proceedings as it thinks fit.
- (c) In case a minor administrative matter arises that is not provided for in this **Constitution** or **Regulations** of the **Institute**, or if any doubt arises as to the interpretation of this **Constitution** or **Regulations** of the **Institute**, that matter or doubt shall be determined by resolution of the **Executive**, whose decision shall be final.
- (d) The **Executive** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Institute**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Executive**:
 - (i) the quorum of every sub-committee is half the members of the sub-committee but not less than 2;
 - (ii) the **Executive** reserves the right and is required to determine if a member of the **Executive** is to chair or be party to the sub-committee;
 - (iii) no sub-committee shall have power to co-opt additional members;
 - (iv) a sub-committee must not commit the **Institute** to any financial expenditure without express authority from the **Executive**;
 - (v) a sub-committee must not further delegate any of its powers; the nature of the matter under control of the sub-committee may be confidential to the sub-committee and the **Executive** and this is to be instructed by the **Executive**; and
 - (vi) the **Executive** may at any time revoke any appointment, or any authority so made or given and may disband any sub-committee by notice to that effect.

5. EXECUTIVE MEETINGS

5.1. Procedure

- (a) The quorum for **Executive** meetings is at least 5 voting members of the **Executive**.
- (b) A meeting of the **Executive** may be held either:
 - (i) by a number of the members of the **Executive** who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
 - (ii) by means of audio, or audio and visual, communication by which all members of the **Executive** participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- (c) A resolution of the **Executive** is passed at any meeting of the **Executive** if a majority of the votes cast on it are in favour of the resolution. Every **Officer** on the **Executive** shall have one vote. No proxy voting is permitted in the **Executive** meeting.
- (d) Post meeting (deferred) votes can be permitted, should additional information be required to establish a position post meeting, and are to occur over the **Executive** email or electronic system. A deferred resolution of the **Executive** is passed if a majority of the votes cast on it are in favour of the resolution. Every **Officer** on the **Executive** shall have one vote.
- (e) If at a meeting of the **Executive**, the **President** and **Vice-President** are not present, the members of the **Executive** present may choose one of their number to be **chairperson** of the meeting. The **chairperson** does not have a casting vote in the event of a tied vote on any resolution of the **Executive**.
- (f) Except as otherwise provided in this **Constitution**, the **Executive** may regulate its own procedure.

5.2. Frequency

- (a) The **Executive** shall meet within one (1) month following the **Annual General Meeting** and thereafter at least bi-monthly (but need only meet once in the December-January period), 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**.
- (b) The **Executive Assistant**, or other **Executive member** nominated by the **Executive**, shall give to all **Executive** members not less than 10 **Working Days** notice of **Executive** meetings, but in cases of urgency a shorter period of notice shall suffice.
- (c) No **Member** whose subscription is in arrears shall be entitled to vote at any **General** or **Executive Meeting** of the **Institute**.

6. OFFICERS

6.1. Qualification of Officers

- (a) Every **Officer** must be a natural person who:
 - (i) has consented in writing to be an **Officer** of the **Institute**, and
 - (ii) certifies that they are not disqualified from being elected or appointed or otherwise holding office as an **Officer** of the **Institute**.
- (b) All of the **Officers** on the **Executive** must be:
 - (i) **Members** of the **Institute**;
 - (ii) entitled to one vote on any motion before the **Executive**; and
 - (iii) willing to act in good faith, with impartiality and in the best interests of the **Institute** and its **Members**.
- (c) Under section 47(3) of the **Act** the following person are disqualified from being elected, or appointed, or otherwise from holding office as an **Officer** of the **Institute**, namely:
 - (i) a person who is under 16 years of age;
 - (ii) a person who is an undischarged bankrupt; or
 - (iii) 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 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); or
 - (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**.

6.2. Nomination of Officers

- (a) Prior to election or appointment as an **Officer** a person must:
- (i) consent in writing to be an **Officer**; and
 - (ii) certify in writing that they are not disqualified from being elected or appointed as an **Officer** either by this **Constitution** or the **Act**;
 - (iii) note that only a natural person may be an **Officer** and each certificate shall be retained in the **Institute**'s records.

6.3. Officers' duties

- (a) At all times each **Officer**:
- (i) shall act in good faith and in what he or she believes to be the best interests of the **Institute**;
 - (ii) must exercise all powers for a proper purpose;
 - (iii) must not act, or agree to the **Institute** acting, in a manner that contravenes the **Act** or this **Constitution**;
 - (iv) 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 taking into account, but without limitation:
 - the nature of the **Institute**;
 - the nature of the decision; and
 - the position of the **Officer** and the nature of the responsibilities undertaken by him or her.
- (b) Must not agree to the activities of the **Institute** being carried on in a manner likely to create a substantial risk of serious loss to the **Institute** or to the **Institute**'s creditors, or cause or allow the activities of the **Institute** to be carried on in a manner likely to create a substantial risk of serious loss to the **Institute** or to the **Institute** creditors; and
- (c) Must not agree to the **Institute** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Institute** will be able to perform the obligation when it is required to do so.

6.4. Elections or appointment of Officers

- (a) The election of **Officers** shall be conducted as follows (subject to Clause 4.1 (i)):
- (i) only **Registered** and **Life Members** are entitled to put forward nominations to serve on the **Executive** and only the same **Members** shall be those entitled to vote. **Transitional Members** are entitled to put forward nominations and vote for the **Transitional Member** observer seat only;
 - (ii) **Officers** shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any **Officer** occurs between **Annual General Meetings**, that vacancy may be filled by resolution of the **Executive** (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 the 'Qualification of Officers' rule above). Any such appointment must be ratified at the next **Annual General Meeting**;

- (iii) a candidate's written nomination, accompanied by the written consent of the nominee with a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** (as described in the 'Qualification of Officers' rule above) shall be received by the **Institute** at least 30 **Working Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received for the **Executive** composition, then further nominations may be received from the floor at the **Annual General Meeting**. Any such nominee from the floor must be present at the meeting and signify their consent to serve;
- (iv) if there are more nominations than vacancies, votes shall be cast in such a manner as the person chairing the meeting determines. In the event of any vote being tied, the tie shall be resolved by, revote initially, and then the incoming **Executive** (excluding those in respect of whom the votes are tied);
- (v) two **Members** (who are not nominees) or non-Members appointed by the **President** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- (vi) the failure for any reason of any **Member** to receive such **Notice** of the **General Meeting** shall not invalidate the election;
- (vii) in addition to **Officers** elected under the foregoing provisions of this rule, the **Executive** may appoint other **Officers** for a specific purpose, or for a limited period, or generally until the next **Annual General Meeting**. Unless otherwise specified by the **Executive** any person so appointed shall have full speaking and voting rights as an **Officer** of the **Institute**. 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 the 'Qualification of Officers' rule above).

6.5. Term

- (a) All **Executive Members** shall be elected for a 2-year term of office on the **Executive** to promote consistency with the term expiring at the end of the **Annual General Meeting** in the year corresponding with the last year of each **Officer's** term of office. The only exception will be the election from and by the **Executive** of **Vice President** after each **Annual General Meeting** which shall be for a 1-year term:
 - (i) no **Officer** shall serve for more than 2 consecutive terms;
 - (ii) the **Vice President** role shall be for a 1-year term;
 - (iii) the **President** and **Immediate Past President** shall not serve more than 2 years in their roles, except as provided for at clauses 4.1 (b) and (c).

6.6. Removal of Officers

- (a) An **Officer** shall be removed as an **Officer** by resolution of the **Executive** or the **Institute** where in the opinion of the **Executive** or the **Institute**:
 - (i) the **Officer** elected to the **Executive** has been absent from 3 consecutive committee meetings without leave of absence from the **Executive**;
 - (ii) the **Officer** has brought the **Institute** into disrepute;
 - (iii) the **Officer** has failed to disclose a **conflict of interest** to the **Executive**. The **Executive** passes a vote of no confidence in the **Officer**.

- (b) With effect from (as applicable) the date specified in a resolution of the **Executive** or **Institute**.

6.7. Ceasing to hold office

- (a) An **Officer** ceases to hold office when they resign (by **Notice** in writing to the **Executive**), are removed, die, or otherwise vacate office in accordance with section 50(1) of the **Act**.
- (b) Each **Officer** shall within 20 **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Executive** all books, papers and other property of the **Institute** held by such former **Officer**.

6.8. Conflict of interest

- (a) An **Officer** or member of a sub-committee who is an **Interested Member** in respect of any **Matter** being considered by the **Institute**, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):
 - (i) to the **Executive**; and
 - (ii) in an **Interests Register** kept by the **Executive** and annually archived before the **Annual General Meeting** by the **Executive** with assistance of the **Executive Assistant**; and
 - (iii) ongoing interest are redisclosed following continuation of the **Officer** role and re-appointment.
- (b) 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**.
- (c) An **Officer** or member of a sub-committee who is an **Interested Member** regarding a **Matter**:
 - (i) must not vote or take part in the decision of the **Executive** and/or sub-committee; relating to the **Matter** unless all members of the **Executive** who are not interested in the **Matter** consent; and
 - (ii) must not sign any document relating to the entry into a transaction or the initiation of the **Matter** unless all members of the **Executive** who are not interested in the **Matter** consent; but
 - (iii) may take part in any discussion of the **Executive** and/or sub-committee relating to the **Matter** and be present at the time of the decision of the **Executive** and/or sub-committee (unless the **Executive** and/or sub-committee decides otherwise).
- (d) 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.
- (e) Where 50 percent 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 and co-opt a sub-committee to consider the **Matter**.
- (f) Where 50 percent 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 determine the **Matter**.

- (g) Failure to comply with disclosure requirements will result in **Executive** review of the situation and resulting harm and may result in disciplinary procedure and actions.

7. RECORDS

7.1. Register of Members

- (a) The **Institute** shall keep an up-to-date Register of **Members**.
- (b) For each current **Member**, the information contained in the Register of **Members** shall include:
 - (i) their name;
 - (ii) 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'); and
 - (iii) their contact details, including:
 - a physical address or electronic address, and
 - a telephone number.
- (c) The register will also include each **Member's**:
 - (i) email address (if any); and
 - (ii) every current **Member** shall promptly advise the **Institute** of any change of the **Member's** contact details.
- (d) The **Institute** shall also keep a record of the former **Members** of the **Institute**. For each **Member** who ceased to be a **Member** within the previous 7 years, the **Institute** will record:
 - (i) the former **Member's** name; and
 - (ii) the date the former **Member** ceased to be a **Member**.

7.2. Interests register

- (a) The **Executive** shall at all times maintain an up-to-date register of interests disclosed by **Officers** and by members of any sub-committee.

7.3. Access to information for Members

- (a) A **Member** may at any time make a written request to the **Institute** for information held by the **Institute**.
- (b) The request must specify the information sought in sufficient detail to enable the information to be identified.
- (c) The **Institute** must, within a reasonable time after receiving the request:
 - (i) provide the information; or
 - (ii) agree to provide the information within a specified period; or
 - (iii) agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Institute** (which must be specified and explained) to meet the cost of providing the information; or
 - (iv) refuse to provide the information, specifying the reasons for the refusal.
- (d) Without limiting the reasons for which the **Institute** may refuse to provide the information, the **Institute** may refuse to provide the information if:
 - (i) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons; and

- (ii) the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Institute** of any or of its **Members**; or
 - (iii) 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 **Institute**; or
 - (iv) the information is not relevant to the operation or affairs of the **Institute**; or
 - (v) withholding the information is necessary to maintain legal professional privilege; or
 - (vi) the disclosure of the information would, or would be likely to, breach an enactment; or
 - (vii) the burden to the **Institute** 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
 - (viii) the request for the information is frivolous or vexatious; or
 - (ix) 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**.
- (e) If the **Institute** 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 the notification of the charge, the **Member** informs the **Institute**:
- (i) that the **Member** will pay the charge; or
 - (ii) that the **Member** considers the charge to be unreasonable.
- (f) Nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2022 relating to access to personal information.

8. FINANCES

8.1. Control and management

- (a) The funds and property of the **Institute** shall be:
 - (i) controlled, invested and disposed of by the **Executive**, subject to this **Constitution**; and
 - (ii) devoted solely to the promotion of the purposes of the **Institute**.
- (b) The **Executive** shall maintain bank accounts in the name of the **Institute** and shall establish and maintain a satisfactory system of operating said bank accounts.
- (c) All money received on account of the **Institute** shall be banked within 5 **Working Days** of receipt.
- (d) All accounts paid or for payment shall be submitted to the **Executive** for approval of payment.
- (e) Reasonable out-of-pocket expenses incurred by **Members** of the **Institute** on approved **Institute** business may, with the approval of the **Executive**, be reimbursed on application by the **Member**, which application shall be supported by appropriate documentation.
- (f) The **Executive** must ensure that there are kept at all times accounting records that:
 - (i) correctly record the transactions of the **Institute**;
 - (ii) allow the **Institute** to produce financial statements that comply with the requirements of the **Act**; and
- (g) Would enable the financial statements to be readily and properly audited (if required under any legislation or the **Institute's Constitution**). The **Executive** must establish and maintain a satisfactory system of control of the **Institute's** accounting records.
- (h) 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 (7) completed accounting periods of the **Institute**.
- (i) The **Executive** may appoint salaried officers, servants and agents as it sees fit and, on such terms, and under such conditions as it may, from time to time, consider necessary for the effective carrying out of the objectives of the **Institute**. The **Executive** shall define in writing the duties of each such officer, servant or agent, and;
 - (i) no **Officer** of the **Institute** shall receive or obtain any remuneration, except by way of honorarium approved by the **Executive**, or as a salaried officer, from the property or operations of the **Institute**; and
 - (ii) an **Executive** member who is in any contract or proposed contract within the **Institute**, or whether directly or indirectly interested in a contract or proposed contract with the **Institute**, shall declare the nature of such interest to a meeting of the **Executive**; and
 - (iii) no **Member** of the **Institute**, or any person associated with a **Member**, shall participate in, or materially influence any decision made by the **Institute** in respect of the payment to, or on behalf of that **Member** or associated person of any income, benefit or advantage whatsoever; and
 - (iv) any such income paid to a salaried officer shall be reasonable and relative to that which would be paid in an arms-length transaction (being the open market value); and

- (v) the provisions and effects of this clause shall not be removed from these rules and shall be included and implied into any document replacing these issues.

8.2 Balance date

- (a) The **Institute's** financial year shall commence on the 1st July of each year and end on 30th June in the following year (the latter date being the **Institute's** balance date).
- (b) An Auditor of the accounts of the **Institute** shall be appointed at each **Annual General Meeting** of the **Institute**. The Auditor shall retire annually from office but shall be eligible for re-election. The Auditor shall examine the books and accounts of the **Institute** and shall verify and certify the annual balance sheet and accounts of the **Institute**.

9. DISPUTE RESOLUTION

9.1. Meanings of dispute and complaint

- (a) A dispute is a disagreement or conflict involving the **Institute** and/or its **Members** in relation to specific allegations set out below:
- (i) the disagreement or conflict may be between any of the following persons:
- 2 or more **Members**;
 - 1 or more **Members** and the **Institute**;
 - 1 or more **Members** and 1 or more **Officers**;
 - 2 or more **Officers**;
 - 1 or more **Officers** and the **Institute**; or
 - 1 or more **Members** or **Officers** and the **Institute**.
- (b) The disagreement or conflict relates to any of the following allegations:
- (i) a **Member** or an **Officer** has engaged in misconduct;
- (ii) a **Member** or an **Officer** has breached, or is likely to breach, a duty under the **Institute's Constitution** or **Regulations** or the **Act**;
- (iii) the **Institute** has breached, or is likely to breach, a duty under the **Institute's Constitution** or bylaws or the **Act**; or
- (iv) a **Member's** rights or interests as a **Member** have been damaged or **Member's** rights or interests generally have been damaged.
- (c) A **Member** or **Officer (complainant)** may make a **complaint** by giving to the **Executive Assistant** a **Notice** in writing that:
- (i) states that the **complainant** requested a procedure for resolving a dispute in accordance with the **Institute's 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 **Institute**.
- (d) The **Institute** 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:
- (i) states that the **Institute** is starting a procedure for resolving a dispute in accordance with the **Institute's Constitution**; and
- (ii) sets out the allegation to which the dispute relates.
- (e) 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.
- (f) A **complaint** may be made in any other reasonable manner permitted by the **Executive** (subject to Clause 4.3(a)).
- (g) All **Members** (including the **Executive**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Institute's** activities.
- (h) 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.

9.2. How complaint is made

- (a) A **complainant** may make a **complaint** by giving to the **Executive Assistant** a **Notice** in writing that:
 - (i) states that the **complainant** requests a procedure for resolving a dispute in accordance with the **Institute's Constitution**; and
 - (ii) sets out the factual allegation or allegations to which the **complaint** relates and whom the allegation is against; and
 - (iii) sets out any other factual information reasonably required by the **Institute**.
- (b) The **Institute** may make a **complaint** involving an allegation or allegations against a **Member** or an **Officer** by giving to the **Member** or **Officer** a **Notice** in writing that:
 - (i) states that the **Institute** is starting a procedure for resolving a dispute in accordance with the **Institute's Constitution**; and
 - (ii) sets out the allegation to which the dispute relates.
- (c) The information given under subclause (a.) or (b.) must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

9.3. Person who makes complaint has right to be heard

- (a) A **complainant** who makes a **complaint** has a right to be heard before the **complaint** is resolved or any outcome is determined.
- (b) If the **Institute** makes **complaint**:
 - (i) the **Institute** has a right to be heard before the **complaint** is resolved or any outcome is determined; and
 - (ii) an **Officer** may exercise that right on behalf of the **Institute**.
- (c) Without limiting the manner in which the **complainant** or **Institute** may be given the right to be heard, they must be taken to have been given the right if:
 - (i) they have reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (ii) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iii) an oral hearing (if any) is held before the decision maker; and
 - (iv) the **complainant** or **Institute's** written or verbal statement or submissions (if any) are considered by the decision maker.

9.4. Person who is subject of complaint has right to be heard

- (a) This clause applies if a **complaint** involves an allegation that a **Member**, or an **Officer**, or the **Institute** (the 'respondent'):
 - (i) has engaged in misconduct or unprofessional practice; or
 - (ii) has breached, or is likely to breach, a duty under the **Institute's Constitution** or bylaws or this **Act**; or

- (iii) has damaged the rights or interests of a **Member** or the rights or interests of **Members** generally.
- (b) The respondent has a right to be heard before the **complaint** is resolved or any outcome is determined.
- (c) If the respondent is the **Institute**, an **Officer** may exercise the right on behalf of the **Institute**.
- (d) 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:
 - (i) 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
 - (ii) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (iii) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (iv) an oral hearing (if any) is held before the decision maker; and
 - (v) the respondent's written statement or submissions (if any) are considered by the decision maker.

9.5. Investigating and determining dispute

- (a) The **Institute** must, as soon as is reasonably practicable after receiving or becoming aware of a dispute or **complaint** made in accordance with its **Constitution**, ensure that the dispute is investigated and determined.
- (b) Disputes must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

9.6. Institute may decide not to proceed further with complaint

- (a) Despite Clause 9.5 above the **Institute** may decide not to proceed further with a **complaint** if:
 - (i) the dispute or **complaint** is considered to be trivial; or
 - (ii) the dispute or **complaint** does not appear to disclose or involve any allegation of the following kind:
 - that a **Member** or an **Officer** has engaged in material misconduct or unprofessional practice;
 - that a **Member**, an **Officer**, or the **Institute** has materially breached, or is likely to materially breach, a duty under the **Institute's Constitution** or bylaws or the **Act**;
 - that a **Member's** rights or interests generally have been materially damaged;
 - (iii) the **complaint** appears to be without foundation or there is no apparent evidence to support it; or
 - (iv) the person who makes the **complaint** has an insignificant interest in the matter; or
 - (v) the conduct, incident, event, or issue giving rise to the **complaint** has already been investigated and dealt with under the **Constitution**; or
 - (vi) there has been an undue delay in making the **complaint**.

9.7. Institute may refer complaint

- (a) The **Institute** may refer a **complaint** to:
 - (i) a sub-committee or an external person to investigate and report and/or a lawyer to seek legal advice; or
 - (ii) a sub-committee, an arbitral tribunal, or an external person to investigate and make a decision.
- (b) The **Institute** may, with the consent of all parties to a **complaint**, refer the **complaint** to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

9.8. Decision makers

- (a) A person may not act as a decision maker in relation to a **complaint** if 2 or more members of the **Executive** consider that there are reasonable grounds to believe that the person may not be:
 - (i) impartial; or
 - (ii) able to consider the matter without a predetermined view.
- (b) The remaining **Executive Members** will be approved by default to hear and resolve the **complaint**, or take any other action they deem to be necessary or appropriate.

9.9. Institutes right to costs

- (a) The **Institute**, on finding a **complaint** was not upheld, may recover expenditure for legal, expert, and other such costs, that it has reasonably incurred, in relation to the **complaint** from the **complainant**.
- (b) The **Institute**, on finding a **complaint** was upheld, may recover expenditure for legal, expert, and other such costs, that it has reasonably incurred, in respect of whom the **complaint** was upheld.
- (c) All **complainants**, as part of the formal lodgment of a **complaint**, shall be notified of this Clause 9.9.

10. LIQUIDATION AND REMOVAL FROM THE REGISTER

10.1. Resolving to put Institute into liquidation

- (i) The **Institute** may be liquidated in accordance with the provisions of Part 5 of the **Act**.
- (ii) The **Executive** shall give 30 **Working Days** written **Notice** to all **Members** of the proposed resolution to put the **Institute** into liquidation.
- (iii) The **Executive** 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**.
- (iv) Any resolution to put the **Institute** into liquidation must be passed by a two-thirds majority of all **Members** present and voting.

10.2. Resolving to apply for removal from the Register

- (i) The **Institute** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**
- (ii) The **Executive** shall give 60 **Working Days** written **Notice** to all **Members** of the proposed resolution to remove the **Institute** from the Register of Incorporated Societies.
- (iii) The **Executive** 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**.
- (iv) Any resolution to remove the **Institute** from the Register of Incorporated Societies must be passed by no less than 75 percent of the **Members** who are entitled to vote on the resolution.

10.3. Surplus assets

- (i) If the **Institute** is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.
- (ii) On the liquidation or removal from the Register of Incorporated Societies of the **Institute**, its surplus assets, after payment of all debts, costs and liabilities, shall be vested in similar not-for-profit organization operating within the building and construction industry as passed by resolution by no less than 75 percent of the **Members** who are entitled to vote on the resolution.

11. ALTERATIONS TO THE CONSTITUTION

11.1. Amending the Constitution

- (a) All amendments must be made in accordance with this **Constitution** and in writing. Any minor or technical amendments shall be notified to all **Members** as required by section 31 of the **Act**.
- (b) **Minor and technical amendments:** the **Notice** to amend the **Constitution** must clearly state the text amendment and right to object to the amendment:
 - (i) if no objection from a **Member** is received within 20 **Working Days** after the **Notice** is sent, then the **Executive** is permitted to make the amendment.
 - (ii) if an objection is received, the **Institute** cannot make an amendment.
- (c) The **Notice** must clearly state the text amendment and right to object to the amendment.
- (d) If no objection from a **Member** is received within 20 **Working Days** after the **Notice** is sent, then the **Executive** is permitted to make the amendment.
- (e) If an objection is received, the **Institute** cannot make the amendment.
- (f) The **Institute** may amend or replace this **Constitution** at a **General Meeting** by a resolution passed by no less than 75 percent of the **Members** who are entitled to vote on the resolution.
- (g) That amendment may be approved by a resolution passed in lieu of a meeting but only if authorised by this **Constitution**.
- (h) Any proposed resolution to amend or replace this **Constitution** shall be signed by at least 25 percent of eligible **Members** and given in writing to the **Executive** 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. That said, at the sole discretion of the **Executive** any proposed amendment or alteration to this **Constitution** can be drafted by the **Executive** and presented to the **Members** at a **General Meeting**.
- (i) At least 15 **Working Days** before the **General Meeting** at which any amendment is to be considered the **Executive** shall give to all **Members** **Notice** of the proposed resolution, the reasons for the proposal, and any recommendations the **Executive** has.
- (j) No addition to, or alteration or recession of this **Constitution** shall be approved if it affects the non-profit objectives, the financial control and management clauses, or the liquidation clauses. The provisions and effect of this clause shall not be removed from this **Constitution** and shall be included and implied into any document replacing this **Constitution**.
- (k) 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.

12. OTHER

12.1. Institute Regulations

- (a) The **Executive** from time to time may make and amend **Regulations**, and policies for the conduct and control of the **Institute** activities and codes of conduct applicable to **Members**, but no such **Regulations**, policies or codes of conduct applicable to **Members** shall be inconsistent with this **Constitution**, the **Act**, regulations made under the **Act**, or any other legislation.

12.2. Institute Logo

- (a) The **Institute** shall have a Trademarked Logo for the benefit of its **Members**. This trademark is to be maintained by the **Executive** at the expense of the **Institute**. The **Executive** from time to time may make and amend the **Institute** Logo to reflect additional specific designations that may be required by the **Members**.

12.3. Signatories

- (a) Documents approved by the **Executive** and requiring execution by the **Institute**, shall be signed by the **President** and two (2) other **members** of the **Executive**.

12.4. Indemnity and Insurance

- (a) **Indemnity:** The **Institute** will indemnify all current and former **Executive Members** and **Officers** in respect of:
- (i) liability to any person other than the **Institute** for any act or omission in their capacity as an **Executive Member** or **Officer**; and
- (b) **Scope of Indemnity:** The indemnity set out above does not extend:
- to criminal liability; and
 - a liability that arises out of a failure to act in good faith and in the best interests of the **Institute** when acting in capacity as an **Executive Member**.
- (c) **Insurance:** The **Institute** may, at the expense of the **Institute**, obtain any appropriate insurance cover in respect of the provision above.