

# **Constitution of the Kuaotunu Residents' and Ratepayers' Association Incorporated**

## **1. Name**

The Name of the Society is the Kuaotunu Residents' and Ratepayers' Association Incorporated.

## **2. Definitions and Interpretation**

In this document:

- Kuaotunu means the area bounded by the summit of Kuaotunu Hill; the summit of the Black Jack Hill; the intersection of State Highway 25 and Matarangi Road; and the west end of Ring's Beach.
- Association means the Kuaotunu Residents' and Ratepayers' Association Incorporated.
- AGM means Annual General Meeting.
- SGM means Special General Meeting.
- Written means communication by post, electronic means (including email and website posting), advertisement in local papers, or a combination of these methods.

## **3. Objectives**

- 3.1 To conserve, safeguard, promote and advance the interests of the residents and ratepayers in and around Kuaotunu.
- 3.2 To make representations by way of deputations or otherwise bring to the notice of national or regional government or any other constituted authority such matters as in the opinion of the Association require attention.
- 3.3 To use the funds of the Association as the Association considers necessary and proper in payment of the costs and expenses of furthering the objectives of the Association.
- 3.4 To become a member of or cooperate with any other Association whether incorporated or not whose objectives are in whole or in part similar to those of this Association.

## **4. Membership**

- 4.1 Membership is open to any resident or ratepayer within the Kuaotunu area as defined in Clause 2 on payment of the prescribed subscription fee and completion of a membership form.
- 4.2 Any member shall cease to be a member when deemed by the Committee to have failed to comply with the Constitution of the Association; or to have failed within 3 months of the due date to have paid the Annual Subscription.
- 4.3 If any member is deemed by the Committee to have obstructed or attempted to obstruct the Association in the promotion of its objectives or is deemed to have acted in a way inimical to the Objectives of the Association, or likely to bring the Association into disrepute, such member may be requested to resign that membership by notice in writing. If such a member

fails to resign within 14 days of that request, membership will be deemed to have ceased. If a member feels that they have been unduly treated then the provisions of clause 12, Disputes, shall be followed.

- 4.4 Any member may resign from membership by giving written notice to the Secretary of the Association. The resignation shall take effect from the end of the current financial year. Such resignation shall not release the resigning member from any prior liability to the Association.

## **5. General Meetings**

- 5.1 At least 28 days' public notice of an ordinary or Annual General Meeting (AGM) shall be given stating the purpose(s) of the meeting.
- 5.2 At all General meetings of the Association a quorum shall consist of one third of the membership.
- 5.3 At all General Meetings the Chairperson or in that person's absence a member authorised by the Committee shall take the Chair.
- 5.4 For each matter to be voted on, each member present shall be entitled to one vote cast by voice, show of hand, ballot or otherwise as the Chairperson shall decide.
- 5.5 A member unable to attend a meeting may appoint a proxy as their representative. The proxy form specific to that meeting must be received in writing prior to the commencement of the meeting. This form shall be available from the Secretary at least fourteen (14) days prior to the meeting.
- 5.6 Except where clause 7 (Altering the Constitution) or clause 11 (Winding Up) apply, all resolutions shall be passed by a simple majority of votes.
- 5.7 In the event of an equality of votes the Chairman shall have an additional casting vote. Such a casting vote should normally favour the status quo.
- 5.8 An AGM shall be held, at a time and place determined by the Committee, within thirty (30) days of the end of the financial year.
- 5.8.1 The purpose of the AGM shall be to:
- Receive a written Annual Report for the year;
  - Receive a written Annual Financial report together with a written report by a Chartered Accountant or suitably qualified person, who shall not be a member of the Committee;
  - Elect a Committee as prescribed in clause 6;
  - Fix the Annual Subscription for the ensuing year;
  - Decide on any Resolution brought before the meeting; and
  - Conduct any other relevant business of the Association.
- 5.8.2 The public notice of an AGM shall include a call for written nominations for the Committee from Association members within the timeframe specified on the notice of meeting. Nominations will also be accepted from the floor at that meeting.
- 5.8.3 Those so nominated must give their approval in writing, or (if nominated from the floor at the AGM) verbally, to the nomination.

- 5.8.4 Details of nominees for whom written nominations have been received, preferably with brief personal details of each candidate, shall be provided to all members at least ten (10) days prior to the AGM.
- 5.8.5 Members who wish to do so may vote in advance on the election of the Committee and any resolution published in the public notice of the meeting. The Advance Voting form specific to that meeting must be received in writing prior to the commencement of the meeting. This form shall be available from the Secretary at least fourteen (14) days prior to the meeting.
- 5.9 A Special General Meeting (SGM) may be called as deemed necessary by resolution of the Committee, or on receipt of a request in writing from five (5) members of the Association stating the purpose of such a meeting.
  - 5.9.1 Within seven (7) days after receipt of any such request the Secretary shall give notice to all members of the Association of the time and place at which the SGM shall be held and the business to be conducted.
  - 5.9.2 Such a meeting shall be held within twenty-eight (28) days after the request for the meeting is received.
  - 5.9.3 Unless in exceptional circumstances, at least fourteen (14) days' public notice of a SGM shall be given stating the purpose(s) of the meeting.

## **6. Officers and Committee**

- 6.1 The Committee will comprise not less than six (6) and not more than ten (10) elected members.
- 6.2 Subsequent to the AGM, the elected members of the Committee will appoint three (3) Officers, being a Chairperson, a Secretary and a Treasurer.
- 6.3 The duties of the Chairperson shall be to act as Chairperson at all meetings and to ensure that the Constitution and any Rules are followed. In the absence of the Chairperson another member of the Committee may be appointed as Chairperson for that meeting.
- 6.4 The duties of the Secretary shall be to keep written minutes of all meetings; to attend to all correspondence; to provide notices of meetings and a list of business to be transacted at all meetings; to keep the Common Seal of the Association for safe keeping and to facilitate the general operation of the Association.
- 6.5 The duties of the Treasurer shall be to keep proper financial records; bank all monies received by the Association; pay all accounts; prepare annual accounts in accordance with the Constitution, and to file the annual accounts (financial statements) with the Registrar of Incorporated Societies. The Treasurer shall ensure that an accurate list of members of the Association and their contact numbers, Kuaotunu address and email address is maintained.
- 6.6 Officers shall hold office until the conclusion of the subsequent AGM or earlier through retirement or removal from office. Officers are eligible for re-election.
- 6.7 If for any reason whatsoever the number of committee members falls below the minimum threshold of six (6) the Committee shall have the power to call a Special General Meeting for the purpose of electing further members.
- 6.8 Committee members shall declare any potential conflict of interest to which clause 9.3 would be applied.

- 6.9 A minimum of six meetings of the Committee shall be held annually, when deemed necessary by the Chairperson or Secretary. At least seven (7) days' notice shall be given of such meetings.
- 6.10 The Committee may set up subcommittees and for such purposes may co-opt other financial members, or other persons with special expertise, provided that any subcommittee must have as its Chairperson a member of the Committee.
- 6.11 At all meetings of the Committee the attendance of more than 50% of Committee members shall constitute a quorum.
- 6.12 Resolutions of the Committee require a simple majority of votes of those Committee members present at the meeting (either in person or electronically) to be passed.
- 6.13 In the event of an equality of votes the Chairman shall have an additional casting vote. Such a casting vote should normally favour the status quo.
- 6.14 Any member of the public may attend a meeting of the Committee. Such attendees may speak to an agenda item or other business relevant to the community, provided they advise the Chairperson 48 hours in advance. Time for Public Input shall be set aside on the agenda for that purpose, or the Chairperson may permit input during other agenda items. Public Input shall be limited to 3 minutes per speaker and a total of 5 speakers, unless the Committee agrees otherwise.

## **7. Altering the Constitution**

- 7.1 The Constitution shall be amended only by vote at the AGM or at a SGM constituted for that purpose.
- 7.2 Proposed alterations to the Constitution shall be notified to all members in writing twenty-eight (28) days prior to the date of the AGM or SGM at which such alterations are to be voted upon.
- 7.3 Alterations to the Constitution shall require a majority approval of at least 65% of the financial membership.
- 7.4 No addition or alteration of the Objectives, Personal Benefit or the Winding Up clauses shall be made which affect the non-profit deduction. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

## **8. Financial**

- 8.1 The Annual Subscription shall be set at each AGM. Such a subscription is not refundable.
- 8.2 The Financial Year shall run from 1 April to 31 March in the subsequent year.
- 8.3 The Committee shall present to the AGM a full financial statement for the previous year together with a written report by a Chartered Accountant or suitably qualified person, who shall not be a member of the Committee;
- 8.4 The Association shall not have the power to borrow money.
- 8.5 To pursue the Objectives in clause 3 the Committee reserves the right to apply for funding.

## **9. Personal Benefit**

- 9.1 Any income, benefit or advantage shall be applied to the objectives of the Association.
- 9.2 No member or associated person may derive any income, benefit or advantage from the Association except where that income or benefit is for the provision of services to the Association rendered in the normal course of business and charged at no more than accepted market rates for such services.
- 9.3 No member of the Association or any person associated with a member shall participate in or materially influence any decision made by the Association, in respect of the payment to or on behalf of that member or associated person of any income, benefit or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid in an arms-length transaction (being open market value).
- 9.4 The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

## **10. Registered Office and Common Seal**

- 10.1 The Registered Office of the Association shall be at the address of the Secretary. The Common Seal of the Association, in a form approved by the Committee, shall be kept in the custody of the Secretary. It shall never be affixed to any document except by the authority of the Committee and in the presence of two members thereof who shall affix their signatures to every document so sealed.

## **11. Winding Up**

- 11.1 The Association may by a majority of at least 65% of the membership present at a General Meeting held for that purpose resolve that the Association be wound up or dissolved at a date specified, provided that all liabilities of the Association have been duly discharged.
- 11.2 In the event of the winding up or dissolution of the Association, any assets of the Association after payment of all liabilities shall be deposited in a Trust Fund administered by three (3) qualified persons at least one of whom must be a member of the Law Society of New Zealand and one must be a member of the Institute of Chartered Accountants. The funds or income from such funds shall, within a period of two years from the winding up or dissolution of the Association, be disbursed only for the betterment of the residents and ratepayers of Kuaotunu. If upon winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid or distributed among the members of the Association but shall be given or transferred to some other organisation or body with similar objects to the Association that also has an income tax exemption or for some other charitable purpose, within New Zealand.
- 11.3 No addition, alteration or rescission of Clause 11.2 of this Constitution shall be made without the written approval of the Inland Revenue Department.

## **12. Disputes**

- 12.1 Parties affected by any dispute in relation to the actions of the Association shall strive to settle the dispute through amicable consultation within fourteen (14) days of receipt of written notice by the affected Party to the Chairperson of the Committee of the existence of such dispute.

- 12.2 When no settlement can be reached within fourteen (14) days a review will be undertaken by an independent arbitrator to be agreed upon by the disputing parties.
- 12.3 Decisions made by the arbitrator to resolve the dispute shall be accepted by all Parties in good faith.