


**PALMERSTON NORTH RETURNED AND SERVICES ASSOCIATION 2014 INCORPORATED**  
**CONSTITUTION**

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*Consented*  
*Versis*

*Approved*



*Williams*  
*CEO*  
*RNZRSA.*

*2/4/26*

## 1. NAME

- 1.1 The name of the Society is the “Palmerston North Returned and Services Association (2014) Incorporated” hereinafter referred to as “the local Association”. Returned and Services Association Incorporated (“**RSA Member Association**”).

## 2. DEFINITIONS

- 2.1 **Definitions:** In this Constitution, the following capitalised words and phrases have these meanings, unless the context indicates otherwise:

“**Act**” means the Incorporated Societies Act 2022.

“**Annual General Meeting**” or “**AGM**” means an annual general meeting of Members, called in accordance with clause 16.1.

“**Associate Members**” means those Legal Persons that have been granted membership of the RSA Member Association in this category, in accordance with clauses 14.1(e) and 14.4(d).

“**Code of Conduct**” means the Rules of this name, as updated or replaced by the Executive Committee from time to time. The Code of Conduct is a set of rules, principles and values that all Members, Executive Committee and Kaumātua are required to comply with.

“**Complaint**” has the meaning set out in clause 1.1 of Schedule Two.

“**Constitution**” means this Constitution, being the governing document of the RSA Member Association.

“**Constitutional Principles**” means the foundational principles of the RSA Member Association described in clause 3.

“**Delegate**” means an Individual Person appointed by the RSA Member Association from time to time, to attend and vote at RNZRSA General Meetings (as permitted in the RNZRSA Constitution), on its behalf. In accordance with clause 8.40, the President is the RSA Member Association’s Delegate.

“**Dispute Resolution Procedures**” means the procedures described in clause 15 and Schedule Two.

“**District**” has the meaning set out in the RNZRSA Constitution. The RSA Member Association is part of the Wellington-West Coast-Taranaki District.

“**District President**” has the meaning set out in the RNZRSA Constitution. In the context of the RSA Member Association, reference to District President means the President of the District that the RSA Member Association is part of.

“**Eligibility Criteria**” means the criteria set out in Schedule One.

**“Entity”** means any entity of any type, whether incorporated or unincorporated, including, an incorporated society, incorporated charitable trust, company, partnership, limited partnership, association or trust.

**“Executive Committee”** means the executive committee of the RSA Member Association, as further described in clause 8.

**“Executive Committee Members”** means the members of the Executive Committee from time to time.

**“General Meeting”** means an Annual General Meeting or a Special General Meeting, as the context requires.

**“Individual Person”** means a natural person aged 18 or over.

**“Interest” or “Interested”** means any Legal Person deriving a financial benefit from a Matter.

**“Kaumātua”** means the Individual Person appointed from time to time in accordance with clause 9.1.

**“Legal Person”** means Entities and Individual Persons.

**“Life Members”** means an Individual Person appointed as a life member of the RSA Member Association, pursuant to clause 14.1(a).

**“Matter”** means any activity or action taken by the RSA Member Association or any agreement, contract, or arrangement involving the RSA Member Association.

**“Members”** means all members of the RSA Member Association, including Life Members, Veteran Members, Police Officer Members and Associate Members.

**“Membership Fee”** means a fee payable by each Member (except Life Members) to the RSA Member Association to maintain their membership of the RSA Member Association, together with any other levies or charges, as set out in the Rules.

**“Member Information”** means the information described in clause 14.32.

**“National Council”** has the meaning set out in the RNZRSA Constitution.

**“New Zealand Service Personnel”** means New Zealand Veterans and Police Officers.

**“New Zealand Veterans” or “Veteran”** has the meaning set out in the RNZRSA Constitution .

**“Non-Service Personnel”** means the Whānau of New Zealand Service Personnel and those otherwise associated with the New Zealand Defence Force or other service to New Zealand, and those who have served in the armed forces of other countries or as sworn police officers of other countries.

**“Notice of Motion”** means such notices in accordance with clause 16.3.

**“Objects and Purposes”** means the objects and purposes of the RSA Member Association set out in clause 4.

**“Observer”** means those Individual Persons appointed by the RSA Member Association from time to time to attend RNZRSA General Meetings (as permitted in the RNZRSA Constitution), as observers without voting rights, on its behalf, in accordance with clause 8.41.

**“Officer”** has the meaning set out in section 5 of the Act.

**“Other Associations”** means RNZRSA Members excluding RNZRSA Life Members.

**“Personnel From Other Recognised Militaries”** has the meaning set out in the RNZRSA Constitution.

**“Police Officer”** has the meaning set out in the RNZRSA Constitution.

**“Police Officer Member”** means an Individual Person that has been granted membership of the RSA Member Association in the category described in clause 14.1(c).

**“President”** means an Individual Person serving as the President of the RSA Member Association from time to time in accordance with this Constitution.

**“Register of Interests”** means the register referred to in clause 13.3.

**“Register of Members”** means the register of Members as referenced in clause 14.32, which includes the Member Information.

**“RNZRSA”** means the Royal New Zealand Returned and Services’ Association Incorporated | Te Rātonga Kāhui Mōrehu a Tūmataunga o Aotearoa.

**“RNZRSA Bylaws”** means the bylaws of the RNZRSA, and any document referenced therein, as may be updated from time to time.

**“RNZRSA Chief Executive”** means the chief executive of RNZRSA.

**“RNZRSA Code of Conduct”** has the meaning set out in the RNZRSA Constitution.

**“RNZRSA Constitution”** means the constitution of the RNZRSA, and any document referenced therein, as may be updated from time to time.

**“RNZRSA Members”** means members of RNZRSA as described in the RNZRSA Constitution, including RSA Member Associations, RNZRSA Life Members, RNZRSA National Women’s Association and Affiliate Members.

**“RNZRSA Membership Fee”** means a fee payable by the RSA Member Association to RNZRSA to maintain its membership of RNZRSA, together with any other levies or charges that are payable by the RSA Member Association to the RNZRSA, including as set out in the RNZRSA Bylaws.

**“RSA Member Association”** has the meaning given in clause 1.1.

“**Rules**” means the rules, bylaws, policies and codes of conduct of the RSA Member Association, as updated and in effect from time to time. The Rules are created and updated by the Executive Committee in accordance with clause 19.

“**Special General Meeting**” or “**SGM**” means a special general meeting of Members, in accordance with clauses 16.7 to 16.12.

“**Suspend**”, “**Suspension**” and “**Suspended**” means the suspension of a Member’s membership with the RSA Member Association, including the suspension of all of their rights and privileges of membership in accordance with clause 14.26.

“**Veteran Member**” means those Individual Persons that have been granted membership of the RSA Member Association in this category, in accordance with clause 14.1(b).

“**Veteran Community**” has the meaning set out in the RNZRSA Constitution.

“**Vice President**” means an Individual Person serving as Vice President of the RSA Member Association from time to time in accordance with this Constitution.

“**Whānau**” means an immediate family group linked by whakapapa, but when considered in relation to an Individual Person, means that Individual Person’s spouse, civil union partner, de facto partner, and child or whangai.

“**Working Day**” has the meaning set out in Section 13 of the Legislation Act 2019.

2.2 **Definitions:** Capitalised words and phrases in this Constitution that are not otherwise defined in this Constitution have the meanings given in the RNZRSA constitution and/or RNZRSA Bylaws.

2.3 **References:** In this Constitution, unless the context requires otherwise, or specifically stated, reference to:

- (a) the plural includes reference to the singular, and vice versa;
- (b) words importing one gender includes all genders;
- (c) any law, legislation, or legislative provision includes any statutory modification, amendment, or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision whether before or after the date of this Constitution;
- (d) “applicable laws” includes all applicable laws and legislation and all applicable common law requirements;
- (e) any clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Constitution;
- (f) reference to a range of clause references is inclusive of the first and last clause reference;
- (g) 'including' (and its similar expressions) shall be interpreted as if followed by 'without limitation'; and

(h) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form.

2.4 **Headings:** Headings inserted in this Constitution are for convenience of reference only and do not affect the interpretation of this Constitution.

2.5 **Schedules:** All schedules, annexures or other attachments to this Constitution form part of this Constitution.

2.6 **Time period:** If a period of time is specified as being from a given day or the day of an act or event, it is to be calculated as excluding that day.

2.7 **Conflict:** If any provision in the main body of this Constitution conflicts with the provisions of any schedule, annexures or other attachments, or Rules, then the provisions set out in the main body of this Constitution shall prevail.

### 3. CONSTITUTIONAL PRINCIPLES

3.1 In pursuance of its Objects and Purposes, the RSA Member Association seeks to recognise and create a fellowship of:

(a) those Individual Persons who serve or have served as attested members of New Zealand's armed forces (Navy, Army, Air Force, and collectively called the New Zealand Defence Force) ("**New Zealand Veterans**"); and

(b) those Individual Persons who serve or have served as sworn officers in the New Zealand Police ("**Police Officers**");

(c) the Whānau of New Zealand Service Personnel; and

(d) those Individual Persons who serve or have served in recognised armed forces of commonwealth countries or New Zealand's allies, as set out in the Bylaws ("**Personnel from Other Recognised Militaries**").

3.2 In pursuance of its Objects and Purposes, and in addition to clause 3.1, the RSA Member Association seeks to provide remembrance of, support to, and advocacy for New Zealand Veterans and their Whānau in order to ensure that ongoing recognition of their service is valued by the Legal Persons of New Zealand.

3.3 As part of giving effect to the Objects and Purposes set out in this Constitution, each Member commits to:

(a) a shared vision of the Objects and Purposes of RNZRSA;

(b) working constructively with other RNZRSA Members and RNZRSA to pursue the Objects and Purposes;

(c) treating each other and RNZRSA with courtesy, mutual respect and tolerance at all times;

(d) demonstrating acceptance of diversity, sensitivity for the customs, practices, culture and personal beliefs of others;

- (e) supporting human rights and dignity including equality of opportunity; and
  - (f) personal integrity and honesty in all matters involving RNZRSA, its Members and third parties.
- 3.4 The RSA Member Association shall remain politically neutral and non-sectarian, in that it shall neither endorse nor oppose any candidate or organisation seeking election to public office of any kind.

#### **4. OBJECTS AND PURPOSES**

4.1 The Objects and Purposes of the RSA Member Association are:

- (a) treating each Member, each RNZRSA Member, each Other Association, the RNZRSA, its representatives, and all New Zealand Service Personnel both past and present, with courtesy, understanding, mutual respect and tolerance at all times;
- (b) demonstrating acceptance of diversity, sensitivity for the customs, practices, culture and personal beliefs of others;
- (c) supporting human rights and dignity including equality of opportunity;
- (d) personal integrity and honesty in all matters involving its Members, third parties, the RNZRSA, its representatives, members of Other Associations, RNZRSA Members, and all service personnel both past and present; and
- (e) working constructively with Other Associations, RNZRSA Members, and RNZRSA to pursue the objects and purposes of RNZRSA locally and nationally. The objects and purposes of RNZRSA are:
  - (i) to support and advocate for those who are serving or have served in the New Zealand Defence Force at home and abroad and actively assist them in their transition to civilian life, especially if they are detrimentally affected by their service;
  - (ii) to provide for New Zealand Veterans suffering hardship or poverty, the advancement of education of New Zealand Veterans or any other matter beneficial to New Zealand Veterans;
  - (iii) loyally to uphold the sovereignty of New Zealand as a member of the Commonwealth of Nations and as a member of the United Nations;
  - (iv) to foster and maintain the welfare and security in New Zealand within the concept of the establishment and maintenance of international peace with honour;
  - (v) to perpetuate the comradeship born of service to New Zealand and to promote the general welfare of those who serve or have served New Zealand, and their families;

- (vi) to foster the ANZAC spirit of courage, commitment, comradeship and compassion:
  - (A) by acting as guardians of remembrance including leading the community in preserving the memory of those who served, particularly those who lost their lives; and
  - (B) by keeping the Spirit of Anzac alive through continuing to develop its meaning and relevance for today's world.
- (vii) to foster remembrance of the service undertaken by New Zealand Veterans and New Zealand Service Personnel;
- (viii) to cultivate a sense of responsibility within members of the RNZRSA community towards fellow citizens, the local community, and for the well-being of Individual Persons; and
- (ix) to promote the defence of New Zealand, and guard the good name, interests and standing of serving members of the New Zealand Defence Force.

4.2 The Objects and Purposes are stand-alone independent Objects and Purposes.

## 5. RELATIONSHIP WITH RNZRSA

5.1 The RSA Member Association is a member of the RNZRSA.

5.2 The RSA Member Association is an independent entity in accordance with this Constitution.

5.3 The RSA Member Association, as a member of RNZRSA, recognises and will comply with the RNZRSA Constitution.

5.4 The RSA Member Association commits to participating in National Council, District meetings and to voting in elections for District Presidents, as set out in the RNZRSA Constitution and RNZRSA Bylaws.

5.5 If an RSA Member Association is compliant with all RNZRSA membership requirements, it may:

- (a) say that it is a member of RNZRSA;
- (b) use the tag line "A member of the Royal New Zealand Returned and Services Association"; and
- (c) use RNZRSA intellectual property on the terms and conditions set out in the RNZRSA Constitution and RNZRSA Bylaws.

### Constitution to not conflict with RNZRSA Constitution

5.6 If there is a conflict between the Constitutional Principles and Objects and Purposes and the objects and purposes, and constitutional principles, in the RNZRSA Constitution, the Executive Committee shall amend this Constitution to address the conflict, if the RNZRSA Chief Executive has given their prior consent in writing, as required by clause 18.4.

## **Role of RNZRSA Chief Executive**

5.7 Where any matter in this Constitution requires the consent or approval of the RNZRSA Chief Executive, the RNZRSA Chief Executive may, without limitation, refuse to provide such consent or approval (in their sole discretion) where:

- (a) the matter is not, or is not likely, to be compliant or consistent with:
    - (i) the Objects and Purposes or Constitutional Principles;
    - (ii) the requirements of this Constitution, including without limitation the requirements of clause 5; or
    - (iii) the requirements of the RNZRSA Constitution (including its objects and purposes, and constitutional principles) or the RNZRSA Bylaws;
  - (b) the matter if progressed would cause the Executive Committee, the RSA Member Association, Members or RNZRSA to:
    - (i) breach the Act or other applicable law (including the law of charities); or
    - (ii) fail to comply with the Act, statutory or other duties, or applicable law;
  - (c) the RSA Member Association is (or is likely to be) insolvent or unable to pay its debts (as defined in the Act) when requesting consent or approval to the matter, or would become (or is likely to be or become) insolvent or unable to pay its debts (as defined in the Act), if the matter were to be progressed;
  - (d) the RSA Member Association ought to be wound up or liquidated rather than the matter proceeding; or
  - (e) the matter is financially imprudent,
- or for any other similar reasons.

5.8 In accordance with the RNZRSA Constitution, the RNZRSA Chief Executive, National President, National Vice Presidents, District Presidents and officers of RNZRSA, have a right to attend and be heard at any and all General Meetings (whether or not any membership or other fee has been paid) but will not be entitled to vote at any such General Meeting.

5.9 The Executive Committee will determine how any rights or benefits that the RSA Member Association receives under the RNZRSA Constitution are to be enjoyed.

## **6. POWERS**

6.1 Except where stated otherwise in this Constitution, the RSA Member Association has full rights, powers and privileges granted to it by the Act including but not limited to, the following:

- (a) to trade, make profits and/or losses;
- (b) to construct, maintain, improve, alter, expand, demolish, remove, replace, manage, acquire, hold, gift, donate, sell, bail, exchange, license, lease, mortgage, grant security

interests over, and otherwise encumber, exhaust, use and/or exploit any and all forms of real or intangible property;

- (c) to establish, disestablish, undertake, execute, and manage any trusts;
- (d) to lend, borrow, gift, invest or otherwise manage any form of money, security, or asset;
- (e) to write down or write off any debt to the extent it may be considered irrecoverable;
- (f) to communicate, discuss, and represent any information or concerns to governments, regulatory bodies, organisations or Legal Persons, in the interests of furthering the Objects and Purposes;
- (g) to appoint or remove a Patron and two Vice Patrons in accordance with the Rules.
  - (i) The Patron will be known as Palmerston North RSA Patron and the Vice Patrons as Palmerston North RSA Vice Patron.
  - (ii) The individual appointed as patron shall meet the Eligibility criteria set out in Schedule one. The Eligibility criteria does not apply to Vice Patrons.
- (h) to join or collaborate with, any organisation, body, or individual, and to incorporate companies, enter partnerships and joint ventures, provided this does not conflict with the Constitutional Principles, and Objects and Purposes;
- (i) to delegate powers or responsibilities and to ensure that the responsibilities are performed, completed or complied with;
- (j) to the extent permitted by law, to indemnify including to obtain insurance cover, for Executive Committee Members and others in accordance with clause 12;
- (k) without limiting the above, the ability to take any actions, incur any costs, and complete any documents that, in the opinion of the RSA Member Association, support the fulfilment of its Constitutional Principles, and Objects and Purposes;
- (l) to make, amend, delete, replace, and otherwise alter Rules, policies, and codes of conduct (including the Code of Conduct) applicable for the RSA Member Association and the Members, in accordance with clause 19; and
- (m) to terminate the membership of Members, remove Executive Committee Members, remove the Kaumātua, remove the Executive Committee, and take all other action, in accordance with the Dispute Resolution Process.

6.2 The powers set out in clause 6.1 are independent main powers, and they shall be applied broadly. They are not to be interpreted in a way that limits the RSA Member Association's ability to achieve its Constitutional Principles, and Objects and Purposes, or operations.

## **7. RSA MEMBER ASSOCIATION STRUCTURE**

7.1 The RSA Member Association is structured as follows:

- (a) there are Members;

- (b) there is a President;
- (c) there is a Vice President;
- (d) there is an Executive Committee;
- (e) there may be a Patron;
- (f) there are two Vice Patrons:
  - (i) Commander, 1 (NZ) Brigade, Linton Military Camp; and
  - (ii) Base Commander, RNZAF Base Ohakea; and
- (g) there may be a Kaumātua.

## **8. RSA MEMBER ASSOCIATION GOVERNANCE**

### **Role of Executive Committee**

- 8.1 The Executive Committee is responsible for the governance and strategic oversight of the RSA Member Association, including by following the Constitutional Principles and working towards its stated Objects and Purposes.
- 8.2 The Executive Committee Members are the legally recognised Officers of the RSA Member Association.

### **Powers of the Executive Committee**

- 8.3 The Executive Committee has all the powers necessary to manage, direct, and supervise the operation and affairs of the RSA Member Association, except where modified, excepted or limited by the Act or this Constitution.
- 8.4 The Executive Committee shall obtain the approval of Members at a General Meeting before borrowing or lending a cumulative (whether in one transaction or many) total amount exceeding NZ \$10,000 from or to any single Legal Person (or group of related Legal Persons).
- 8.5 The Executive Committee can delegate some or all of its responsibilities or powers to Legal Persons as it considers necessary to effectively operate the RSA Member Association, ensuring that responsibilities are performed, completed or complied with, and powers properly exercised.
- 8.6 The Executive Committee has the power to remove an Individual Person as an Executive Committee Member in accordance with clause 8.32.
- 8.7 The Executive Committee has the power to remove the Kaumātua in accordance with clause 9.14.
- 8.8 The Executive Committee has the power to co-opt a President and/or Vice President until the next AGM, in accordance with clauses 8.19 and 8.21.
- 8.9 The Executive Committee has the power to co-opt an Executive Committee Member (who shall be a Member) until the next AGM, in accordance with clauses 8.23 and 8.24.

### **Executive Committee Composition**

- 8.10 The Executive Committee shall comprise:
- (a) the President;
  - (b) the Vice President;
  - (c) the Immediate Past President (if any);
  - (d) the Secretary;
  - (e) the Treasurer; and
  - (f) five (5) elected Executive Committee Members.

### **Executive Committee Eligibility**

- 8.11 Each Executive Committee Member shall meet, and continue to meet, the Eligibility Criteria.

### **Election of President, Vice President and elected Executive Committee Members**

- 8.12 The election of President, Vice President and all other Executive Committee Members will take place at Annual General Meetings, in accordance with the process set out in clause 16.29.
- 8.13 If there is, or is expected to be, a vacancy of an Executive Committee Member (including the President and Vice President) at an AGM, whether due to an Executive Committee Member's resignation, their term expiring or for other reasons, the Executive Committee shall call for nominations to fill the vacancies two (2) months before the Notice of Meeting is sent out. The call for nominations shall be via electronic notice. This request may also be combined with a call for Notices of Motion for the AGM as outlined in clause 16.3 of this Constitution.
- 8.14 Nominations shall be made by completing and signing a nomination form ("**Nomination Form**") and submitting it to the Secretary on or before at least five (5) Working Days before the scheduled meeting. ("**Cut Off Date**"). The Nomination Form shall be signed by the nominee, and shall be in the form set out in the Rules, and shall include the nominees:
- (a) consent to be a candidate for the Executive Committee, and in the case of a candidate for President or Vice President, consented to be a candidate for that position; and
  - (b) the nominee's certification that they meet the Eligibility Criteria.
- 8.15 Elections shall take place at an AGM according to the process set out in clause 16.29.

### **Term**

- 8.16 Subject to the terms of this Constitution, the President and Vice President will hold office for an initial term of approximately three (3) years:
- (a) starting at the end of the AGM at which they were elected; and
  - (b) finishing at the end of the third AGM after their election.

8.17 Subject to the terms of this Constitution, the Executive Committee Members (other than the President and Vice President) will hold office for an initial term of approximately three (3) years:

- (a) starting at the end of the AGM at which they were elected; and
- (b) finishing at the end of the third AGM after their election.

8.18 There are no maximum number of terms that may be served by the President, Vice President or any other Executive Committee Member.

### **Vacancies**

8.19 If the Individual Person serving as President ceases to hold office for any reason (other than the expiration of their term) the Vice President will be co-opted as President, provided they agree to be co-opted.

8.20 The Individual Person co-opted as President will hold office only until the end of the AGM immediately after being co-opted, at which time a President shall be elected.

8.21 If the Individual Person serving as Vice President ceases to hold office for any reason (other than the expiration of their term):

- (a) one (1) of the Executive Committee Members (other than the President) may be nominated by the Executive Committee to serve as Vice President, by majority vote of the Executive Committee;
- (b) the nominated Executive Committee Member shall be given the opportunity to accept or decline the nomination; and
- (c) if they have accepted, the Executive Committee will co-opt the nominated Executive Committee Member to the position of Vice President.

8.22 The Individual Person co-opted to the role of Vice President will hold office only until the end of the AGM immediately after being co-opted, at which time a Vice President shall be elected.

8.23 If a vacancy occurs on the Executive Committee Member (other than the President or Vice President) and the Executive Committee has fewer Executive Committee Members than required by clause 8.10(f), the Executive Committee shall co-opt a Member, to temporarily fill the vacancy until the end of the next AGM. The Member shall complete and sign a Nomination Form as required by clause 8.14.

8.24 If a vacancy of an Executive Committee Member occurs and the Executive Committee has the minimum number of Executive Committee Members set out in clause 8.10(f), the Executive Committee may:

- (a) leave the vacancy unfilled to a later date;
- (b) co-opt a Member to temporarily fill the vacancy until the next AGM. The Member shall complete and sign a Nomination Form as required by clause 8.14.

- 8.25 For clarity, a co-opted Executive Committee Member can only be an Executive Committee Member until the end of the next AGM after being co-opted, unless they are elected as an Executive Committee Member or are co-opted again after the next AGM (after the Executive Committee has followed the process set out in clause 8.23 or 8.24).

#### **Role of President**

- 8.26 The President's role includes the leadership of the RSA Member Association to ensure the effective operation of the RSA Member Association in the best interests of the RSA Member Association.
- 8.27 The President will bring mana to the position, represent the mana of the RSA Member Association, and uphold the Constitutional Principles and Objects and Purposes.
- 8.28 The President's responsibilities include amongst other duties:
- (a) representing the RSA Member Association at a local, district, and national level as required;
  - (b) serving as a public spokesperson for the RSA Member Association;
  - (c) carrying out ceremonial duties on behalf of the RSA Member Association;
  - (d) being the Delegate of the RSA Member Association in relation to meetings of National Council;
  - (e) being the chair of all General Meetings;
  - (f) assisting with dispute resolution including in accordance with the Dispute Resolution Procedures; and
  - (g) other duties as set out in the Rules.
- 8.29 The President is the contact person for the RSA Member Association for the purposes of the Act (and in the event of any President vacancy, the Executive Committee will appoint a temporary contact person).

#### **Role of Vice President**

- 8.30 The Vice President will bring mana to the position, represent the mana of the RSA Member Association, and uphold the Constitutional Principles, Objects and Purposes.
- 8.31 The Vice President's responsibilities include assisting the President with their duties as requested from time to time.

#### **Ceasing to be an Executive Committee Member**

- 8.32 An Executive Committee Member (including the President and Vice President) will cease to be an Executive Committee Member upon:
- (a) death;
  - (b) mental incapacity;

- (c) bankruptcy;
- (d) conviction of a criminal offence punishable by imprisonment;
- (e) failure to attend three (3) consecutive meetings of the Executive Committee without the President's consent;
- (f) resignation in writing to the President or the Executive Committee. Resignations are final;
- (g) removal by the Executive Committee with a 51% majority, if the Member no longer meets or satisfies the Eligibility Criteria;
- (h) removal from office in accordance with this Constitution or Rules, including under the Dispute Resolution Procedure;
- (i) removal with a Motion of No Confidence as per clause 8.38(j); or
- (j) becoming an employee of the RSA Member Association (for clarity, receiving an honorarium or reimbursement does not count as employment).

#### **Operation of the Executive Committee**

- 8.33 Unless otherwise specified in this Constitution, the Executive Committee will generally operate by consensus. If consensus cannot be reached, decisions will be made by a majority vote, with each Executive Committee Member in attendance having one (1) vote. In case of a tie, the chair of the meeting will have a second casting vote.
- 8.34 The quorum for Executive Committee meetings is attendance by at least a majority of Executive Committee Members. Proxies are not allowed.
- 8.35 The Executive Committee can by resolution establish specific roles and responsibilities (for example secretary, treasurer and/or a deputy vice president) and delegate these to Executive Committee Members from time to time, without relieving the Executive Committee of its overarching responsibility.
- 8.36 Subject to applicable law, any meeting of the Executive Committee may be held 'in confidence' or 'in closed session' either on the meeting's motion or at the President's request. Attendee shall comply with such motion or request of confidence.
- 8.37 The Executive Committee may otherwise govern its own procedures, except as set out in this Constitution, the Rules and applicable law.

#### **Removal of the Executive Committee**

- 8.38 The Executive Committee may be removed by Members at an AGM using the following process:
- (a) a motion of no confidence which complies with clause 8.38(b) shall be submitted to the secretary, or manager or chief executive of the RSA Member Association (as applicable) at least three (3) months prior to the date the AGM is to be held (**Motion of No Confidence**);

- (b) a Motion of No Confidence shall:
  - (i) be in writing;
  - (ii) propose the removal of the Executive Committee;
  - (iii) include the reasons for the Motion of No Confidence in a background section;
  - (iv) include the wording of the specific motion to be put to the AGM; and
  - (v) be signed by at least 51% of Members;
- (c) all Motions of No Confidence, whether valid or not, shall be given to the Executive Committee for consideration;
- (d) the Executive Committee does not need to bring any Motion of No Confidence (or purported Motions of No Confidence) to an AGM if clauses 8.38(a) and 8.38(b) are not complied with;
- (e) if the Motion of No Confidence complies with the requirements of clauses 8.38(a) and 8.38(b), the Executive Committee shall provide a copy to the RNZRSA Chief Executive;
- (f) the Executive Committee is not required to put any Motion of No Confidence to an AGM if it is withdrawn before the AGM. A Member may withdraw their signature from the Motion of No Confidence before the AGM, by notifying the manager in writing, who will give withdrawals to the Executive Committee. New Member signatories may not be added to the Motion of No Confidence. If the number of Member Associations that have signed the Motion of No Confidence drops below that required by clause 8.38(b)(v) prior to the AGM, then the Motion of No Confidence will be deemed to be withdrawn;
- (g) if the Motion of No Confidence is not withdrawn before the notice of meeting is issued, the Executive Committee shall ensure the Motion of No Confidence is included in the agenda for that AGM, and a copy of the Motion of No Confidence shall be included with the notice of meeting. Including the Motion of No Confidence in the notice of meeting does not prevent its withdrawal prior to the AGM;
- (h) the Executive Committee, as subject of the motion, will have the right to speak or have their representative speak in response to the reason for the motion before the vote;
- (i) the Motion of No Confidence shall be passed by at least 75% of votes cast by Members in attendance at the AGM;
- (j) if the Motion of No Confidence passes with the majority set out in clause 8.38(i):
  - (i) all Executive Committee Members will be removed immediately, as long as enough Executive Committee Members may remain in an administrative/caretaker role only as required by applicable law and to facilitate the election of the replacement Executive Committee;
  - (ii) the AGM will continue. The chair of the meeting will have discretion to alter the agenda for the AGM, including the power to remove any item from the agenda of

the meeting, provided that no agenda item will be removed where it is required for the RSA Member Association to comply with applicable law; and

- (iii) the Executive Committee Members that remain in an administrative/caretaker role will be required to call an SGM to elect a replacement Executive Committee in accordance with clauses 16.7 to 16.12. The election of the roles of President, Vice President and other Executive Committee Members will take place in accordance with the process set out in clause 16.29. The procedures for a General Meeting including attendance and voting will be followed as set out in the Constitution except that the RNZRSA Chief Executive will chair the General Meeting. The RNZRSA Chief Executive will provide support to the RSA Member Association to facilitate the General Meeting and election process.

8.39 A Motion of No Confidence cannot be submitted as part of a Notice of Motion or considered at a General Meeting other than an AGM.

#### **Delegate and Observers**

8.40 The RSA Member Association can appoint one (1) Delegate to attend and vote at RNZRSA General Meetings on behalf of the RSA Member Association. The Delegate will be the President, or a member of the Executive Committee nominated by the President.

8.41 The RSA Member Association can appoint up to two (2) Observers to attend RNZRSA General Meetings on behalf of the RSA Member Association. The Observers will be the Vice President (or a member of the Executive Committee nominated by the Vice President) and one (1) other member of the Executive Committee nominated by the President.

8.42 The RSA Member Association shall notify the RNZRSA Chief Executive at least seven (7) days before a RNZRSA General Meeting of its Delegate and Observers.

8.43 The RSA Member Association's Delegate shall vote at the RNZRSA General Meeting as instructed by the Executive Committee, or as per the Rules.

### **9. KAUMĀTUA**

9.1 The Members may, by majority resolution, after recommendation by the Executive Committee pursuant to clause 9.4, appoint (or remove) a Kaumātua in respect of the RSA Member Association.

#### **Role of Kaumātua**

9.2 The role of the Kaumātua is to:

- (a) advise and provide guidance to the RSA Member Association, and the Executive Committee, on matters relating to Te Reo Māori, tikanga, and kawa; and
- (b) represent the RSA Member Association at ceremonial occasions.

9.3 The Kaumātua is allowed to attend meetings of the Executive Committee and will have speaking rights but not voting rights at these meetings. The Kaumātua is not an Officer of the RSA Member Association for the purposes of the Act.

### **Appointment of Kaumātua**

- 9.4 The Executive Committee will consider from time to time if the RSA Member Association requires a Kaumātua. If the Executive Committee considers that a Kaumātua is required, they will invite applications from sufficiently qualified and experienced candidates. The Executive Committee will consider candidates and select its preferred candidate for Kaumātua.
- 9.5 The Executive Committee shall be satisfied that its preferred candidate for Kaumātua meets the Eligibility Criteria.
- 9.6 Once the preferred candidate for Kaumātua is selected, the Executive Committee may put forward that candidate for consideration by Members at an AGM.
- 9.7 Members may appoint the candidate as Kaumātua by majority vote at the AGM.
- 9.8 The Kaumātua shall continue to meet the Eligibility Criteria throughout their appointment.
- 9.9 If the recommendation for Kaumātua is accidentally left off the notice of meeting, it will not invalidate the appointment.
- 9.10 The Kaumātua's initial term will be approximately three (3) years, which starts from their appointment and continues until the end of the third AGM after their appointment.
- 9.11 The Kaumātua's initial term may be renewed for a second term of three (3) years with the Executive Committee's approval, Members approval by majority resolution at the relevant AGM, and the Kaumātua's acceptance.
- 9.12 The Kaumātua's second term may be renewed for a third term of three (3) years, with the Executive Committee's approval, Members approval by majority resolution at the relevant AGM, and the Kaumātua's acceptance.
- 9.13 The Kaumātua shall retire after three (3) terms, whether the terms are consecutive or not.

### **Ceasing to be a Kaumātua**

- 9.14 The Kaumātua will cease to be the Kaumātua upon:
- (a) the Kaumātua meeting any criteria described in clause 8.32 (a) - (d), (f) - (i) (with reference to Executive Committee Member replaced with reference to Kaumātua, and with all other necessary changes);
  - (b) the Kaumātua becoming an Executive Committee Member;
  - (c) the Members passing a majority resolution to remove the Kaumātua at a General Meeting;
  - (d) removal from office by resolution of the Executive Committee, where the Executive Committee has determined that the Kaumātua no longer meets or satisfies the Eligibility Criteria; or
  - (e) removal from office in accordance with a decision of the Executive Committee in accordance with the Dispute Resolution Procedures.

### **Kaumātua vacancy**

9.15 If the Kaumātua position becomes vacant, the Executive Committee may begin the appointment process as outlined in clause 9.4.

### **10. NO FINANCIAL GAIN**

10.1 The RSA Member Association may trade and make profits, but in no event will the RSA Member Association operate for the pecuniary/financial gain of any of its Members or Executive Committee Members. Subject to clauses 10.2 and 10.3 in no circumstances will a Member or Executive Committee Member:

- (a) have an exclusive or otherwise disposable right to any property held by the RSA Member Association;
- (b) be entitled to share in the revenue generated by any RSA Member Association activity irrespective of the contribution to the generation of that revenue by the Member or Executive Committee Members; or
- (c) be entitled to receive any gain, dividend, distribution, share of any profits or any other financial benefit generated by the RSA Member Association.

10.2 A Member will not violate this rule if the Member receives:

- (a) payment for goods and/or services provided to the RSA Member Association in the ordinary course of that Member's or Executive Committee Member's employment or role with the Member Association;
- (b) payment for goods and/or services provided to the RSA Member Association by a Member or Executive Committee Member in the ordinary course of their occupation or business;
- (c) reimbursement for costs spent by that Member or Executive Committee Member in performing service on behalf of the RSA Member Association;
- (d) payment that a Member or Executive Committee Member would be equally entitled to if not a Member or Executive Committee Member having entered into a transaction with the RSA Member Association on arm's length terms;
- (e) prizes, including financial prizes, in competitions run by the RSA Member Association for Members;
- (f) incidental Member benefits in accordance with the Objects and Purposes; or
- (g) as otherwise permitted in clause 24 of the Act,

Any remuneration, payment or reimbursement shall be reasonable in all circumstances, no more than market value and (where applicable) for services/goods actually performed/supplied by the recipient.

10.3 To the extent permitted by applicable law, a Member or Executive Committee Member may receive a distribution or benefit from a charitable trust or any other form of independent charity:

- (a) established or administered by the RSA Member Association; or
- (b) where the RSA Member Association holds the power to appoint trustees or administrators the charity:

provided that:

- (i) the RSA Member Association or the Member or Executive Committee Member has no ability to influence or exercise effective control over the decision to make the distribution or benefit; and
- (ii) the distribution or benefit is allowed by the charitable trust or charity.

## **11. COMPLIANCE**

11.1 All Members will uphold the authority, mana and status of the RNZRSA, RSA Member Association, the Kaumātua and the Executive Committee.

11.2 All Members should work cooperatively with each other in the best interests of the RSA Member Association, with mutual trust, transparency, confidence and without bias at all times.

11.3 The Members, Executive Committee Members and the Kaumātua shall comply with:

- (a) the Constitution;
- (b) the Rules;
- (c) the Code of Conduct;
- (d) the Act; and
- (e) other applicable law,

and shall not do anything to put the RSA Member Association in breach of the Constitution, Rules, Act and other applicable law.

11.4 Members, Executive Committee Members and Kaumātua who fail to comply with clauses 11.1 and 11.3 are, without limitation, subject to the Dispute Resolution Procedures.

## **12. INDEMNITY AND INSURANCE FOR EXECUTIVE COMMITTEE, EMPLOYEES AND MEMBERS**

12.1 The RSA Member Association may indemnify or obtain insurance for an Executive Committee Member, an employee or a Member for liabilities or costs to the extent permitted by law. This includes indemnifying or insuring an Executive Committee Member for liabilities or costs for:

- (a) liability (other than criminal liability) for a failure to comply with any duty imposed by law, this Constitution or the Rules, of an Executive Committee Member in their capacity as an Executive Committee Member; and
- (b) costs incurred by the Executive Committee Member in defending or settling any claim or proceeding relating to that liability.



- 12.2 The RSA Member Association shall indemnify each Executive Committee Member for all
- (a) liability (other than RSA Member Association) for any act or omission in their capacity as an Executive Committee Member; and
  - (b) costs incurred by them in defending or settling any claim or proceeding that relates to that liability.

12.3 However, this indemnity does not cover:

- (a) criminal liability; or
- (b) liability that relates to the Executive Committee Member's dishonesty, wilful misconduct or gross negligence.

### 13. CONFLICT OF INTEREST

13.1 Subject to clause 13.2, an Individual Person is Interested in a Matter if that Individual Person:

- (a) may derive a financial benefit from the Matter;
- (b) is the spouse, civil union partner, de facto partner, child, parent, grandchild, sibling, nephew, niece, uncle, aunt or first cousin of an Individual Person who may derive a financial benefit from the Matter;
- (c) may have a financial interest in a Legal Person to whom the Matter relates;
- (d) is a partner, director, officer, board member, representative or trustee of a Legal Person who may have a financial interest in a Legal Person to whom the Matter relates; or
- (e) may be interested in the Matter as defined in the Rules.

13.2 An Individual Person is not Interested in a Matter:

- (a) because that Individual Person receives an indemnity, insurance cover, remuneration or other benefits authorised by this Constitution or the Act or by the Rules;
- (b) if that Individual Person's Interest is the same or substantially the same as the Interest of all or most other Members due to their membership; or
- (c) where that Individual Person's Interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that Individual Person in carrying out the Individual Person's responsibilities at law, under this Constitution or Rules.

13.3 If an Executive Committee Member is Interested in a Matter, they shall disclose it as soon as practicable after they become aware of the Interest. Details of the nature and extent of the Interest shall be given to the Executive Committee, and the Executive Committee shall record the Interest in a Register of Interests.

13.4 If an Executive Committee Member is Interested in a Matter, that Executive Committee Member may, take part in discussion relating to that Matter (unless clause 13.6 applies), but is not entitled to vote on, or sign any document relating to that Matter.

- 13.5 An SGM does not need to be called where 50% or more of the Executive Committee are Interested in a Matter.
- 13.6 The procedures for RSA Member Association committees with an Interest in a Matter shall be dealt with in accordance with the Rules.
- 13.7 No Member or Executive Committee Member who is to be paid for goods or services or otherwise receive a benefit from the RSA Member Association (or where an associate of the Member or Executive Committee Member is to be paid or receive a benefit) can take part in or influence any decision of the RSA Member Association about the payment/benefit.

## **14. MEMBERSHIP**

### **Categories of Membership**

- 14.1 The RSA Member Association has five (5) categories of membership. They are:
- (a) Life Members;
  - (b) Veteran Members;
  - (c) Police Officer Members;
  - (d) Youth Members; and
  - (e) Associate Members.
- 14.2 All Members shall consent to becoming a Member.
- 14.3 The RSA Member Association may identify Veteran Members that are returned Veterans. Returned Veterans will meet the criteria in the Rules.

### **Eligibility to become a Member**

- 14.4 The following eligibility requirements apply in respect of each category of membership of the RSA Member Association:
- (a) Life Members – an Individual Person that has been granted Life Membership under clause 14.5.
  - (b) Veteran Members – an Individual Person that the Executive Committee determines meets the definition of a New Zealand Veteran or a veteran from another recognised military force as determined by the Executive Committee.
  - (c) Police Officer Members – an Individual Person that the Executive Committee determines meets the definition of a Police Officer from either New Zealand or another recognised Police Force.
  - (d) Associate Members – any Legal Person that does not satisfy the criteria for any other category of membership of the RSA Member Association, provided that where they are an Entity, they:

- (i) support Veteran Community;
- (ii) have objects and purposes that are generally aligned with the Objects and Purposes; and
- (iii) otherwise meet the eligibility requirements in this Constitution and the Bylaws.

#### **How to Become a Life Member**

- 14.5 Life Memberships may be given to an Individual Person by a vote of Members at a General Meeting on the recommendation of the Executive Committee.
- 14.6 Eligibility and the process for granting Life Memberships is outlined in the Rules.
- 14.7 Life Members are not required to pay a Membership Fee.
- 14.8 Life Members are not RNZRSA Life Members unless they have been conferred RNZRSA Life Membership in accordance with the RNZRSA Constitution.

#### **How to Become a Veteran Member, Police Officer Member or Associate Member**

- 14.9 Any Legal Person meeting the applicable eligibility criteria that wishes to join the RSA Member Association as a Member (other than a Life Member) shall complete a membership application form and send it to the Executive Committee. The membership application form is included in the Rules.
- 14.10 On receipt of a membership application form, the Executive Committee will:
  - (a) review and consider the application;
  - (b) decide whether the applicant meets the applicable eligibility requirements for the membership category that the applicant has applied for; and
  - (c) decide to either accept or reject the application for membership.
- 14.11 If the Executive Committee accepts an application, the President (or their nominee) will notify the applicant of their acceptance as a Member, as long as they pay the Membership Fee to the RSA Membership Association.
- 14.12 Membership will not be given until the Membership Fee is paid by the applicant.
- 14.13 If the applicant is not accepted as a Member by the Executive Committee, then the President (or their nominee) will notify the applicant, and may provide an explanation as to why the application has been unsuccessful but is not required to do so.

#### **Member Rights**

- 14.14 Members have the voting rights set out in clause 16.27.
- 14.15 Members are entitled to wear the badge of membership set out in the Rules, if any.



- 14.16 The RSA Member Association may grant the right to wear badges of membership of RNZRSA to their members, as set out in the Rules.
- 14.17 Members of the RSA Member Association will have reciprocal visiting rights with any other RSA Member Association that is a member of RNZRSA, and vice-versa.

### **Member Obligations**

- 14.18 Each Member agrees to:
- (a) comply with, give effect to, and act in a manner that is consistent with, this Constitution, Rules, and Code of Conduct;
  - (b) where they are a Delegate, Observer, Executive Committee Member or otherwise, ensure that they comply with the RNZRSA Constitution, Bylaws, and RNZRSA Code of Conduct when attending any RNZRSA General Meeting, undertaking any role within RNZRSA (including as a Delegate, Observer or Officeholder) or otherwise engaging with RNZRSA;.
  - (c) where the Member is an Entity, ensure that their executive committee, officers, employees, contractors, other representatives and members comply with this Constitution, Rules, and Code of Conduct when attending any General Meeting, undertaking any role within the RSA Member Association or otherwise engaging with the RSA Member Association;
  - (d) support and give effect to all resolutions of the Executive Committee passed at a General Meeting;
  - (e) act in a manner that does not harm RNZRSA, the RSA Member Association or Members;
  - (f) pay their Membership Fee pursuant to clauses 14.19 to 14.21; and
  - (g) comply with all applicable laws.

### **Membership Fees and failure to pay Membership Fees**

- 14.19 All Members (except Life Members) shall pay the Membership Fees annually during the term of their membership of the RSA Member Association, as required by this Constitution and the Rules.
- 14.20 The manner in which the Membership Fee is calculated, and paid/payable is set out in the Rules.
- 14.21 Membership Fees shall be paid in full by the end of the RSA Member Association's financial year in which they apply ("**Payment Period**").
- 14.22 If payment of Membership Fees has not been received by the RSA Member Association by the end of the Payment Period, the Member is automatically Suspended. The Executive Committee may lift the Suspension on receipt of the Membership Fees in full, by notifying the Member. Membership Fees will continue to accrue during any period of Suspension.
- 14.23 If the Member has not paid Membership Fees within a further 20 Working Days after the expiry of the Payment Period, or any time thereafter, then the Executive Committee may terminate the



Member's membership with the RSA Member Association without being required to give prior notice to that Member.

14.24 Any Membership Fees that are unpaid as at the expiry of the Payment Period may be collected from the Member by the RSA Member Association (or its nominated collection agent) as a due debt. The Member shall reimburse the RSA Member Association when requested, for all costs and expenses incurred (on a solicitor client basis) in collecting any unpaid Membership Fees.

14.25 Termination of membership does not relieve a Member from the obligation to pay Membership Fees that accrued while they were a Member.

### **Suspension**

14.26 Notwithstanding anything else in this Constitution, if a Member is Suspended, then all of their rights and privileges, but not their obligations, of membership set out in this Constitution, Rules or otherwise applying, are suspended.

### **Ceasing to be a Member**

14.27 A Member's membership of the RSA Member Association will terminate:

- (a) on the Executive Committee receiving resignation in writing from the Member. Resignations cannot be reversed;
- (b) on the Executive Committee resolving to terminate the membership of a Member in accordance with the Dispute Resolution Procedures;
- (c) upon a Member's death, mental incapacity, liquidation, bankruptcy, insolvency, other winding up or cessation of existence for any reason;
- (d) where the Member fails to pay their Membership Fees, pursuant to clause 14.23; and
- (e) as otherwise expressly set out in this Constitution.

### **Consequences of Ceasing to be a Member**

14.28 On the termination of a Member's membership of the RSA Member Association for any reason:

- (a) all rights and privileges of membership of the RSA Member Association will end, including the right to attend and vote at a General Meeting;
- (b) all concessions and other arrangements for the payment of money (including Membership Fees) owing to the RSA Member Association as at the date of termination will immediately end and all money owing to the RSA Member Association by the terminated Member (including Membership Fees) will be immediately due and payable;
- (c) all badges of membership of the RSA Member Association shall be removed and either destroyed or returned to the RSA Member Association within ten (10) Working Days of the date of termination of membership;

- (d) all badges of membership of RNZRSA shall be removed and either destroyed or returned to RNZRSA within ten (10) Working Days of the date of termination of membership; and
- (e) the Member cannot say they are a Member.

14.29 The provisions of this Constitution that are intended to survive the termination of membership from the RSA Member Association will remain in full effect despite such termination.

#### **Becoming a Member Again**

14.30 Any former Member may apply for re-admission as a Member in the same way new applicants apply and may be re-admitted by resolution of the Executive Committee.

14.31 If a former Member's membership was terminated following a Dispute Resolution Procedure, the applicant may be re-admitted only by a resolution passed by Members at a General Meeting.

#### **Register of Members and Access to Information**

14.32 The Executive Committee will keep and maintain the Register of Members comprising the following Member Information:

- (a) the Member's full name;
- (b) the Member's date of birth;
- (c) the category of membership applicable to the Member;
- (d) the unique membership number allocated to the Member by the RSA Member Association;
- (e) where the Member is a Veteran Member or Police Officer Member, the arm that the Member served/serves in and their service number;
- (f) the Member's full postal address and email address (if any);
- (g) the Member's phone number;
- (h) the date on which each Member became a Member;
- (i) information required for the RSA Member Association to comply with its legal obligations, including the name of each Member that ceased to be a member within the previous seven (7) years, and the date on which each Member ceased to be a Member; and
- (j) such other information required by the Act, applicable law or as determined by the Executive Committee from time to time.

14.33 The Executive Committee will only permit Member Information to be used for the following purposes:

- (a) communication to Members on behalf of the RSA Member Association;

- (b) as required or permitted by the Constitution and Rules, including any RSA Member Association privacy policy;
  - (c) to enable the RSA Member Association to comply with the Act and laws of New Zealand; and
  - (d) to enable the RSA Member Association to meet the obligations in the Constitutional Principles and Objects and Purposes.
- 14.34 Each Member consents to their Member Information being provided to the RNZRSA for the purpose of RNZRSA calculating the membership fees payable to the RNZRSA by the RSA Member Association, and as otherwise required to be provided to RNZRSA by the RNZRSA Constitution and RNZRSA Bylaws.
- 14.35 The RSA Member Association will hold the Member Information securely, and not allow access to or use of the Register of Members or Member Information by anyone other than the Executive Committee, employees and contractors of the RSA Member Association (including lawyers, accountants and auditors), or any Legal Person contemplated by the RSA Member Association’s privacy policy or this Constitution, provided that at all times such access and use is for a proper purpose.
- 14.36 Each Member agrees to provide Member Information to the RSA Member Association, and agrees to promptly advise the RSA Member Association of any changes to their Member Information.
- 14.37 The RSA Member Association will comply with New Zealand law relating to the collection, use and disclosure of personal information in all circumstances.
- 14.38 Member Information will ultimately be the property of the Individual Person about whom it is collected. An Individual Person about whom Member Information has been collected will have a full right of access to their Member Information on the Register of Members, and a right to have that information corrected upon written notice to the Executive Committee.
- 14.39 The Executive Committee will have the right to amend the Register of Members. The process for amending or otherwise correcting Members Information on the Register of Members is set out in the Rules or the RSA Member Association’s privacy policy.
- 14.40 Members are entitled to request information held by the RSA Member Association pursuant to section 80 of the Act.
- 14.41 The RSA Member Association is entitled to refuse any request for information on the grounds set out in section 81 of the Act.

### **Branches**

- 14.42 Groups with a minimum of seven (7), and a maximum of nine (9) Members may form an unincorporated branch of an RSA Member Association (“**Branch**”), provided that:
- (a) the Branch is recognised by the Executive Committee as a branch;
  - (b) the Executive Committee has approved the formation of the group as a Branch;

- (c) the Branch has a constitution or rules that are acceptable to the Branch and the Executive Committee in all respects; and
- (d) the Branch has a memorandum of understanding with the RSA Member Association, that is acceptable to the Executive Committee in all respects and includes the obligations of the Branch to the RSA Member Association.

14.43 Because the Branch is unincorporated, and is not a separate legal entity, the RSA Member Association:

- (a) is the legal owner of all of the Branch’s assets;
- (b) is responsible for all management, control and activities of a Branch;
- (c) is liable for any debts or liabilities incurred by the Branch,
- (d) is liable to pay membership fees to RNZRSA under the RNZRSA Constitution, and such membership fees will include those Members that are also members of the Branch.

14.44 Any Branch that has more than nine (9) Members shall be incorporated as a stand-alone incorporated society (not as a branch of the RSA Member Association), and shall become a member of RNZRSA in its own right.

## 15. DISPUTES

### Dispute Resolution Procedure

15.1 Every Member, Executive Committee Members and the RSA Member Association itself, will comply with and follow the Disputes Resolution Procedures.

15.2 A Member, Executive Committee Member, Executive Committee, Kaumātua or the RSA Member Association, or RNZRSA acting through the RNZRSA Chief Executive (“**Complainant**”) may commence the Dispute Resolution Procedures in respect of any Member, Executive Committee Member, Kaumātua or the RSA Member Association (“**Respondent**”).

15.3 The Dispute Resolution Procedures may apply to the following:

- (a) an allegation that the Respondent has engaged in misconduct, including any breach of the Constitution, Rules or Code of Conduct;
- (b) an allegation that the Respondent has breached or is likely to breach a duty under this Constitution, Rules or the Act;
- (c) an allegation that the Respondent is or has acted in a manner that has, or may materially harm the interests of RNZRSA, RSA Member Association or Members generally, or brought the RNZRSA or the RSA Member Association into disrepute;
- (d) an allegation that the Respondent has damaged or may damage the rights or interests of a Member, or has damaged or may damage the rights or interests of the Members generally; and



- (e) such other matters that this Constitution refers to as matters of dispute or where this Constitution provides for a complaint to be resolved, other than such matters where this clause is specifically excluded.

15.4 A decision made pursuant to the Dispute Resolution Procedures is not subject to review or appeal.

15.5 A Member resigning their membership of the RSA Member Association, or an Executive Committee Member or Kaumātua resigning from office, will not prevent the Dispute Resolution Procedure under this Constitution from continuing, deciding the matter and determining an appropriate remedy.

### **Suspension**

15.6 Notwithstanding clauses 15.1 to 15.5 above and Schedule Two, where the Executive Committee, acting reasonably, considers it is appropriate, the Executive Committee may:

- (a) Suspend a Respondent, when the outcome of the Dispute Resolution Procedures is pending.
- (b) Suspend a Member for a period of ten (10) Working Days if a Member assaults or attacks another Individual Person or otherwise acts in a way that is likely to be the subject of a criminal complaint, places the RSA Member Association in breach of its regulatory or other legal obligations or for any other reason set out in the Rules. The Executive Committee may extend the period of Suspension if it considers it appropriate to do so, or if a Complaint has been made in relation to the events giving rise to such Suspension, the Executive Committee may impose an ongoing Suspension under 15.6(a) above.

## **16. MEETINGS OF MEMBERS**

### **AGM**

16.1 The Executive Committee will call an AGM annually, to be held within six (6) months of the RSA Member Association's balance date and no later than 15 months after the previous AGM. Notice of each AGM will include:

- (a) an agenda;
- (b) the minutes from the previous AGM;
- (c) annual financial statements in respect of the last financial year;
- (d) notice of disclosures or types of disclosures made in interests register during the last financial year;
- (e) matters to be discussed and motions to be voted on, including Notices of Motion;
- (f) whether an election is to be undertaken for President, Vice President and/or other Executive Committee Members, and if so, provide information relating to the nominees for such election as required by this Constitution or the Rules (if any); and



(g) any other matters required by applicable law or that the Executive Committee considers appropriate.

16.2 Notice of the AGM will be sent to all Members (and anyone else the Executive Committee deems appropriate) at least fifteen (15) Working Days before the AGM, using:

(a) email;

(b) electronic means;

(c) post;

(d) notice posted in the club rooms or premises used by the RSA Member Association; or

(e) any other method permitted by the Rules, as determined by the Executive Committee.

Notice of the AGM shall be sent to the RNZRSA Chief Executive and the District President.

#### **Notices of Motion for AGM**

16.3 Members may raise matters for consideration at an AGM by notifying the Executive Committee in writing at least two (2) months before the date the AGM is to be held (“**Notice of Motion**”).

16.4 Notices of Motion shall set out the specific motion to be voted on, the reason for the motion and shall be in the form provided for in the Rules.

16.5 The Executive Committee is not required to present any Notice of Motion to an AGM if the Executive Committee determines that the Notice of Motion:

(a) or a similar matter, has been considered and rejected by the Members at a General Meeting within the past three (3) years;

(b) breaches the Constitution (including in relation to the process to be followed to submit a Notice of Motion), the Constitutional Principles, or Objects and Purposes;

(c) is contrary to applicable law or seeks to have the RSA Member Association, the Executive Committee or any other Legal Person act in a manner contrary to law;

(d) could reasonably be considered defamatory, hate speech, or otherwise derogatory;

(e) is vexatious;

(f) is unreasonable; or

(g) can reasonably be interpreted in several ways or is otherwise ambiguous as to its meaning or purpose.

16.6 A Notice of Motion shall be put to the AGM by the Executive Committee, unless clause 16.5 applies. If a Notice of Motion is rejected under clause 16.5, the Executive Committee shall notify the Member which category of clause 16.5 applies, but is not required to provide full reasons for the rejection.

## **SGM**

- 16.7 An SGM may be called at any time by the Executive Committee in accordance with clauses 16.7 to 16.12.
- 16.8 The Executive Committee shall call an SGM if it receives a written request from at least 10 Members (“**SGM Request**”). The SGM Request shall specify the business that the SGM is proposed to deal with, including any motion to be put to the SGM (“**SGM Business**”). The SGM Request shall be in the form provided in the Rules.
- 16.9 Notice of the SGM will be sent to all Members (and anyone else the Executive Committee deems appropriate) at least fifteen (15) Working Days before the SGM, using email, electronic means, post, notice posted in the club rooms or premises used by the RSA Member Association, or any other method permitted by the Rules, as determined by the Executive Committee. Notice of the SGM shall be given to the RNZRSA Chief Executive.
- 16.10 The notice of the SGM shall set out the SGM Business.
- 16.11 An SGM may only consider SGM Business.
- 16.12 Notices of Motion do not apply to SGMs.

## **Procedure for General Meetings**

- 16.13 The Executive Committee are responsible for:
- (a) ensuring accurate minutes of each General Meeting are kept; and
  - (b) organising the logistics and administration and for any General Meeting.
- 16.14 The President will be the chair of each General Meeting. If the President is absent, the Vice President will chair.
- 16.15 Accidentally failing to give notice of a General Meeting to, or the failure to receive notice of a meeting by, a Member, does not invalidate a General Meeting.
- 16.16 The Executive Committee may allow Members to attend a General Meeting by video conference. If attendance at a General Meeting by video conference is allowed, details of registration and attendance will be included with the applicable notice of meeting.
- 16.17 If attendance at a General Meeting by video conference is allowed, those Members who attend the General Meeting via video conference will, provided they are able to engage in the meeting through such means, be considered as in “attendance” at the General Meeting, including when assessing a quorum.
- 16.18 Subject to clause 16.19(c), the quorum for each General Meeting shall be attendance by at least 20 Members. Decisions made at a General Meeting when a quorum is not present are not valid.
- 16.19 If a quorum is not present within half an hour after the start time of a General Meeting, the meeting:
- (a) if called at the request of a Member, shall be dissolved; or

- (b) if called at the Executive Committee’s request, shall be adjourned to a day, time, and place determined by the chair of the meeting, and the Executive Committee will use reasonable endeavours to advise the Members of such adjournment prior to the commencement of the adjourned meeting, which may be by email; or
- (c) if a quorum is not present at the adjourned General Meeting, the Members in attendance, will be a sufficient quorum.

16.20 The chair of a General Meeting has the discretion to alter the agenda, introduce any business item the Executive Committee deems necessary for discussion, and make any other procedural ruling required for the efficient conduct of the meeting, as long as the exercise of such discretion or such rulings do not contradict the provisions of this Constitution or the Rules.

16.21 Written resolutions cannot replace a General Meeting.

#### **Attendance at General Meetings**

16.22 The following Individual Persons may attend a General Meeting:

- (a) Executive Committee Members;
- (b) Members; and
- (c) others described in clause 5.8.

16.23 Additional attendees at a General Meeting (including media and other visitors) shall be approved by the President before the General Meeting.

16.24 The chair of any General Meeting may remove any Individual Person who is not entitled to be present, is disrupting the meeting, behaving in a disorderly or abusive manner, or failing to follow the chair’s directions. The Individual Person shall comply with the chair’s request to leave.

16.25 All attendees at a General Meeting are subject to this Constitution, the Rules and the Code of Conduct.

#### **Voting Rights at General Meetings**

16.26 Only Members present at a General Meeting can vote.

16.27 Each Member has one (1) vote.

#### **Voting Processes at General Meetings**

16.28 Decisions of Members at General Meetings (excluding elections for President, Vice President and other Executive Committee Members which are dealt with under clause 16.29) shall be made as follows:

- (a) by simple majority of votes cast by Members in attendance at the General Meeting, unless a higher majority applies to the particular resolution pursuant to this Constitution. Reference to a majority resolution of Members means a resolution passed in compliance with this clause 16.28(a);

- (b) no proxies are permitted;
- (c) voting will in the first instance, be by voice or show of hands, as determined by the chair of the General Meeting, or if determined necessary by the chair of the General Meeting, by poll;
- (d) a determination that a poll is necessary may be withdrawn;
- (e) if a poll is required:
  - (i) the poll will use a voting method determined by the chair of the meeting, and follow procedures set out in the Rules (if any);
  - (ii) if there are Members attending the General Meeting via video conference, the chair may permit those Members to cast votes using an electronic voting method determined by the chair of the meeting;
  - (iii) the poll will be deemed to be conclusive in respect of the matter which the poll was required;
  - (iv) the poll will not prevent the continuance of a General Meeting for the transaction of any business other than the resolution on which the poll is required;
  - (v) if the poll results in an equality of votes, the chair of the General Meeting will have a second casting vote in addition to any vote that they may otherwise be entitled;
- (f) in respect of any vote at a General Meeting, a declaration by the chair that a resolution has been carried or lost is conclusive evidence of the fact without proof of the number of votes recorded in favour of or against such resolution; and
- (g) as otherwise set out in the Rules.

### **Election processes at AGMs**

16.29 Elections will take place in accordance with the following process:

- (a) if no valid nominees for a vacancy are received prior to the Cut Off Date, nominations may be accepted from the floor of the AGM. Nominees shall sign a nomination form before being put forward for election;
- (b) if no nominations are received for either the role of President or Vice President, the current holders of such offices will continue in place until the next AGM or a Special General Meeting called in accordance with clause 16.7 for the purpose of such an election;
- (c) the election of the Executive Committee, including the President and Vice President will take place by ballot during the course of the AGM;
- (d) the ballot voting process to be undertaken is as follows:

- (i) if there is more than one (1) election to take place, the order of elections will first be President, then Vice President, then other Executive Committee vacancies;
- (ii) a separate ballot voting process shall be undertaken in respect of each vacancy;
- (iii) if two (2) or more vacancies for President, Vice President and/or other Executive Committee vacancies are being voted on at the same General Meeting, and a candidate is nominated for more than one (1) vacancy, and is successfully elected to a vacancy, then the candidate will be removed as a candidate for all other vacancies;
- (iv) in respect of each vacancy, the appointed scrutineer will tally the votes received and provide a copy of that tally to the chair of the AGM. Voting forms may be destroyed once the tally is completed;
- (v) the candidate with the highest number of votes for a vacancy will be elected to fill that vacancy;
- (vi) the chair of the AGM will declare the results (including vote tally) of the election at the AGM;
- (vii) in respect of any election, a declaration by the chair of the AGM as to the results of an election will be conclusive evidence of the fact;
- (viii) if there is only one (1) candidate for a vacancy, then that candidate will be elected to the applicable vacancy without the need to complete the ballot process;
- (ix) in the event of an equality of votes for the role of President or Vice President, there will be a second ballot;
- (x) if following the second ballot there remains an equality of votes for the position of President:
  - (A) and the Individual Person then holding the position of President is a candidate for election, the Individual Person then holding the position of President will remain as President for a further term; or
  - (B) where the Individual Person then holding the position of President is not a candidate, that retiring President will have a determinative or casting vote for the position of President;
- (xi) if following the second ballot there remains an equality of votes for the position of Vice President:
  - (A) and the Individual Person then holding the position of Vice President is a candidate for election, the Individual Person then holding the position of Vice President will remain as Vice President for a further term; or

- (B) where the Individual Person then holding the position of Vice President is not a candidate, the President at the time of the ballot will have a determinative or casting vote for the position of Vice President;
- (e) if there is an equality of votes for election of any other member(s) to the Executive Committee, the result will be determined by a second ballot between those candidates affected and if no decision following that second ballot is reached, the decision will then be decided by the tied candidates drawing lots.

### **General**

16.30 The procedures for attending, calling, and holding General Meetings are set out in the Rules.

### **17. PROPERTY AND MEMORABILIA**

17.1 Membership does not confer on any Member any right, title, or interest (legal or equitable) in the property of the RSA Member Association.

17.2 The Members acknowledge and agree that:

- (a) the RSA Member Association is the holder of memorabilia and other property (including land and buildings) acquired from and through the actions of the members of the RSA Member Association that have gone before; and
- (b) memorabilia and other property (including land and buildings) of the RSA Member Association is to be retained within RNZRSA and/or RNZRSA Members; and
- (c) all property (including land and buildings) of the RSA Member Association should be recorded and utilised in a manner to further the Objects and Purposes and in line with the Constitutional Principles set out in this Constitution.

17.3 The Executive Committee will ensure that prior to amalgamating or merging with another entity, making arrangements for the benefit of creditors, or entering into receivership, liquidation or other winding up of the RSA Member Association, or withdrawal of membership of RNZRSA, the memorabilia and other property (including land and buildings) shall, in addition to the requirements of clause 24, be preserved first for the benefit of the RSA Member Association and then for RNZRSA or RNZRSA Members.

17.4 Where relevant, the RSA Member Association and all of its Members shall comply with the requirements of the Arms Act 1983 including complying with the licensing requirements to possess, display, and use firearms.

### **18. AMENDMENTS TO THE CONSTITUTION**

18.1 No changes, amendments or any replacement of this Constitution may be made without the prior written consent of the RNZRSA Chief Executive.

18.2 If RNZRSA releases a new or updated Model Constitution for RSA Member Associations or otherwise amends the Model Constitution for RSA Member Associations, the RSA Member Association shall adopt that new, updated or amended Model Constitution for RSA Member Associations as soon as practicable.

- 18.3 If an amendment to this Constitution, that has been consented to in writing by the RNZRSA Chief Executive under clause 18.1, is minor or technical in nature, the process set out in clause 31 of the Act may be used by the Executive Committee to update the Constitution.
- 18.4 Where the process set out in clause 31 of the Act is not used, or is used but is objected to and cannot proceed, then the Constitution may be changed, amended or replaced at a validly called General Meeting for such purpose, provided that:
- (a) the RNZRSA Chief Executive has given their prior consent in writing as required by clause 18.1;
  - (b) clause 18.5 is complied with;
  - (c) at least fifteen (15) Working Days' notice is provided to Members in respect of the General Meeting to be held,
  - (d) the notice of meeting issued to Members in respect of the General Meeting shall set out the resolution to change, amend or replace the Constitution and provide a copy of the change, amendment or replacement Constitution (including any relevant commentary from the Executive Committee);
  - (e) the provisions of the Constitution remain consistent with and do not conflict with the constitutional principles and objects and purposes contained in the RNZRSA Constitution;
  - (f) the status of the RSA Member Association as an incorporated society is not compromised under the legislative provisions or rule of law governing incorporated societies in New Zealand; and
  - (g) Members approve such change, amendment or replacement in accordance with the following majorities:
    - (i) changes to this Constitution other than clauses 3.1 to 3.3, 4.1 and 4.2, 10.1 to 10.3, 17.1 to 17.3, 18.1 to 18.4 and 24.1 to 24.5, requires a simple majority of votes cast by Members in attendance at the General Meeting; or
    - (ii) replacing this Constitution or making changes to clauses 3.1 to 3.3, 4.1 and 4.2, 10.1 to 10.3, 17.1 to 17.3, 18.1 to 18.4 and 24.1 to 24.5, requires a majority of at least 75% of votes cast by Members in attendance at the General Meeting.
- 18.5 Changes to clauses 3.1 to 3.3, 4.1 and 4.2, 10.1 to 10.3, 17.1 to 17.3, 18.1 to 18.4 and 24.1 to 24.5 of this Constitution shall not be made unless:
- (a) the status of the RSA Member Association as an incorporated society is not compromised under the legislative provisions or rule of law concerning incorporated societies in New Zealand; and
  - (b) the amendment is consistent with the Constitutional Principles, and Objects and Purposes.

18.6 Any changes or amendments made to this Constitution, or any replacement of this Constitution, that do not comply with this clause 188 will not have effect and be null and void.

## **19. RULES**

19.1 Rules may be created to cover any matter not already addressed in this Constitution, or required by law, or required to be addressed in this Constitution by applicable law governing charities and incorporated societies.

19.2 The Executive Committee has the power to create, amend, delete, replace or alter Rules at any time.

19.3 The creation, amendment, deletion, replacement or other alteration of a Rule is not an amendment to this Constitution.

19.4 If a provision of this Constitution refers to Rules that do not exist, the Executive Committee, will determine a Rule to apply to the situation.

19.5 If the Executive Committee refuses to change or remove a Rule at a Member's request, that Member may raise the proposed change as a matter for consideration at an AGM under clause 16.3, or if the relevant support is achieved, under clause 16.8.

19.6 No Rule may conflict with the provisions of this Constitution. If a Rule does conflict, it is considered to the extent of the inconsistency, invalid, thereby becoming void and of no effect.

19.7 The Executive Committee shall adopt a Code of Conduct in respect of the RSA Member Association. That Code of Conduct shall be consistent with, and be updated and maintained from time to time to remain consistent with, this Constitution, the Rules and the RNZRSA Constitution, RNZRSA Bylaws and any RNZRSA Code of Conduct. If the Executive Committee does not adopt a Rule creating a Code of Conduct, the RNZRSA Code of Conduct (with the necessary amendments) will apply to Members.

19.8 The Executive Committee may adopt a privacy policy, which shall be consistent with (to the extent applicable) this Constitution, the Rules, RNZRSA Constitution, RNZRSA Bylaws and any RNZRSA privacy policy.

## **20. FINANCIAL STATEMENTS AND AUDIT**

20.1 The Executive Committee is responsible to control and manage the RSA Member Association's finances, including the funds and property of the RSA Member Association, investing and spending of RSA Member Association's funds, and purchase and sale of property of the RSA Member Association, in a way that is in compliance with the Objects and Purposes of this Constitution.

20.2 The Executive Committee will ensure that the RSA Member Association complies with the applicable law relating to the operation of Click here to enter text. incorporated societies including the preparation, reporting, and registration of financial statements and any applicable Rules.

20.3 If required by New Zealand law, the accounts of the RSA Member Association shall be audited by an independent Auditor who is not a representative of a member of the RSA Member Association, in accordance with the Financial Reporting Act 2013.



20.4 The Executive Committee will appoint any required auditor or a reviewer depending on the applicable IRD tier rating.

## **21. TRUSTS AND FUNDS**

21.1 The Executive Committee is responsible for the administration of all trusts and funds operated by the RSA Member Association, and all funds held on trust by the RSA Member Association.

21.2 The Executive Committee may (subject to applicable law) update and amend an existing charitable trust, or establish any fund management documents, policies and procedures for the management of such charitable trusts and any funds collected for charitable purposes, by donation or otherwise.

21.3 The Executive Committee shall comply with all fund management documents, policies and procedures established or updated by the RNZRSA Board, unless otherwise agreed in writing with the RNZRSA Board.

21.4 The Executive Committee shall ensure:

- (a) all funds raised or collected by the RSA Member Association (or its representatives) in connection with the Poppy or Anzac are deposited into the bank account of one (1) or more charitable trusts approved by the RNZRSA Board from time to time;
- (b) that all trusts (including funds collected and/or held by such trusts) and funds that:
  - (i) relate to the Poppy, Returned Services, Returned and Services or that use the RSA name; and
  - (ii) they have settled, operate, control, administer or have any interest in (through the appointment of trustees or otherwise),are administered in accordance with the terms of the applicable trust or fund, unless otherwise directed by a Court of appropriate jurisdiction;
- (c) all funds, money and other property that are subject to a trust or fund shall be kept separate from any operating accounts of the RSA Member Association;
- (d) that on the winding up of RNZRSA, the powers of RNZRSA in connection with any trust and/or fund shall (subject to applicable law) be transferred to Legal Persons capable of performing its purpose in accordance with New Zealand law, as determined by the RNZRSA Board or a Court of competent jurisdiction;
- (e) that on the winding up of the RSA Member Association, the powers of the RSA Member Association in respect of any trust or fund (including any Poppy Trust, Welfare Trust or other similar trust) shall, subject to applicable law, be transferred to the executive committee/board or trustees of another RSA member association (as defined in the RNZRSA Constitution) provided the RNZRSA Chief Executive of the RNZRSA approves in writing, or in the absence of such approval, to the trustees of the National Poppy Trust;
- (f) on the winding up of any such trusts and/or funds, any surplus funds from such trusts and/or funds will be distributed in accordance with the trust deed or governance

document of the trust or fund, and shall not be distributed to the RSA Member Association, unless specifically provided for in the trust deed or governance document of the trust or fund; and

- (g) where required to do so by RNZRSA, and at the cost of RNZRSA, the Executive Committee will appoint an auditor in respect of such trusts and/or funds, for such purposes as required by the RNZRSA. The Executive Committee will provide the auditor's report to RNZRSA immediately on receipt of the report by the Executive Committee.

21.5 The Executive Committee may only establish a new charitable trust provided that:

- (a) prior written consent of the RNZRSA Chief Executive of the RNZRSA has been obtained;
- (b) the charitable trust is established:
  - (i) to benefit an Individual Person(s) falling within the following categories: New Zealand Service Personnel or Whanau of New Zealand Service Personnel, whether or not a member of the RSA Member Association or any Other Association; or
  - (ii) for the relief of poverty, the advancement of education, or such other charitable purposes within New Zealand as are recognised by the laws of New Zealand,

provided that in all cases, the establishment of the charitable trust is consistent with the Objects and Purposes and the Constitutional Principles.

21.6 The Executive Committee may settle any funds, not being funds referred to in clause 21.4, held by the RSA Member Association or under its control on any charitable trust established:

- (a) to benefit an Individual Person(s) falling within the following categories: New Zealand Service Personnel or Whanau of New Zealand Service Personnel, whether or not a member of the RSA Member Association or any Other Association; or
- (b) for the relief of poverty, the advancement of education, or such other charitable purposes within New Zealand as are recognised by the laws of New Zealand,

provided that in all cases, the settlement of funds is consistent with the Objects and Purposes and the Constitutional Principles. For the avoidance of doubt, settlement of funds onto the RNZRSA National Poppy Trust will be deemed to comply with the requirements of this clause.

21.7 Where the RSA Member Association has the power to appoint and remove trustees or those tasked with exercising control over the operations of trusts and/or entities independent of the RSA Member Association, the Executive Committee will take all reasonable steps permitted by law and this Constitution to ensure that such trusts and entities are performing their objects and purposes sustainably and in accordance with their governing documents and otherwise in accordance with the law applicable to such trusts and entities. This provision will not be construed in a manner that requires the Executive Committee to audit or supervise such trusts or entities beyond the obligations imposed on an Individual Person having such power by operation of law.

21.8 Where required by generally accepted accounting practice (as defined in the Financial Reporting Act 2013) the financial statements of the RSA Member Association will include a consolidation of



any trusts where the RSA Member Association has the power to appoint and remove trustees or those tasked with exercising control over the operations of trusts.

## **22. EXECUTING DOCUMENTS AND COMMON SEAL**

22.1 The RSA Member Association may, but is not required to, have a common seal for ceremonial purposes as set out in the Rules. The common seal is not required to be affixed to any deed, agreement or other document signed by the RSA Member Association.

22.2 Any deed required to be signed by the RSA Member Association shall be signed by any two (2) Executive Committee Members.

22.3 Agreements and other documents required to be signed by the RSA Member Association shall be signed by either:

- (a) any two (2) Executive Committee Members; or
- (b) such other Individual Person(s) that are approved to do so pursuant to the then current delegated authority policy that has been approved by the Executive Committee.

## **23. WITHDRAWING AS AN RNZRSA MEMBER**

23.1 The RSA Member Association may only terminate their membership of RNZRSA if:

- (a) the RSA Member Association has passed a resolution to terminate their membership with RNZRSA at a validly called General Meeting for such purpose, and such resolution is passed with at least a 75% majority of votes cast by Members in attendance at the General Meeting; or
- (b) the RSA Member Association has passed a resolution to wind up or enter liquidation pursuant to clause 24.1.

23.2 Notice of a General Meeting being called to consider a matter under either 23.1(a) or 23.1(b) shall be provided to the RNZRSA Chief Executive at least 10 Working Days prior to the General Meeting. The RNZRSA Chief Executive (or such other Individual Persons permitted by clause 16.22) may attend the applicable General Meetings.

23.3 Immediately after the resolution to withdraw from membership of RNZRSA has been passed by the RSA Member Association at a General Meeting pursuant to clause 23.1, the RSA Member Association may issue notice to the RNZRSA Chief Executive requesting termination of the RSA Member Association's membership with RNZRSA ("**Termination Notice**"), and such Termination Notice will set out:

- (a) the steps taken to follow the process set in clauses 23.1 and 23.2 above, including reasonable supporting evidence;
- (b) the date from which it is intended termination should become effective; and
- (c) whether the RSA Member Association intends to be wound up or be voluntarily liquidated.

23.4 The RSA Member Association acknowledges that the termination of its membership with RNZRSA is not effective until the RNZRSA Board has resolved to accept it pursuant to the RNZRSA Constitution.

## 24. LIQUIDATION AND WIND UP

24.1 The Members may resolve to wind up or dissolve the RSA Member Association, place the RSA Member Association into liquidation or have the RSA Member Association removed from the Register of Incorporated Societies, using the following process:

- (a) such resolution may only be passed at an AGM or SGM;
- (b) at least fifteen (15) Working Days' notice of the AGM or SGM shall be provided to all Members of the RSA Member Association, in accordance with clause 16.2 or clause 1.1 (as applicable);
- (c) at least ten (10) Working Days' notice of the General Meeting shall be provided to the RNZRSA Chief Executive;
- (d) the notice of meeting for the General Meeting shall set out the resolution proposed; and
- (e) the resolution shall be passed by a majority of at least 75% of votes cast by Members in attendance at the AGM or SGM.

24.2 Failure to follow the process set out in clause 24.1 will invalidate the resolution to wind up, dissolve or liquidate the RSA Member Association or to have the RSA Member Association removed from the Register of Incorporated Societies.

24.3 Subject to the requirements of clause 17.3, if the RSA Member Association is wound up or liquidated and any property remains after all debts are settled ("**Surplus Property**"), the Surplus Property will not be distributed to Members but the Surplus Property will be paid or transferred to:

- (a) if the RSA Member Association has charitable status, then the RNZRSA (provided RNZRSA has charitable status) or a charitable entity (as defined in the Act) that has principles, objects and purposes that are similar to the Constitutional Principles, Objects and Purposes and that has been approved in writing by the RNZRSA Chief Executive (which will not be unreasonably withheld); or
- (b) If the RSA Member Association does not have charitable status, then the RNZRSA or a not-for-profit entity (as defined in the Act) that has principles, objects and purposes that are similar to the Constitutional Principles, Objects and Purposes and that has been approved in writing by the RNZRSA Chief Executive (which will not be unreasonably withheld).

24.4 If for any reason the Surplus Property is not able to be applied as set out in clause 24.3, the Surplus Property will be paid or transferred to a charitable institutions or societies within New Zealand as the Registrar of Incorporated Societies, or the High Court of New Zealand or a Judge thereof, or in the event of an appeal being made, the relevant appeal authority, may direct.

24.5 Any amalgamation or merger of the RSA Member Association shall be first approved by:



- (a) the RNZRSA Chief Executive in writing; and
- (b) a majority of at least 75% of votes cast by Members in attendance at the General Meeting.

**25. TRANSITIONAL PROVISIONS**

**Executive Committee Members and Committees**

- 25.1 All Executive Committee Members in office when this Constitution is adopted will remain in office until the later of the next AGM following adoption of this Constitution, or the expiry of their term in office that applied immediately prior to this Constitution being adopted.
- 25.2 Any time or terms (excluding co-opted periods) served in office by an Executive Committee Member prior to the adoption of this Constitution, shall be included within the calculation of time or terms served under this Constitution.

**Members**

- 25.3 All Members as at the date this Constitution is adopted will continue to be Members as provided for, and on the terms contained, in this Constitution. Members will transition to new membership categories with the RSA Member Association from adoption of this Constitution as follows:

<b>Previous Constitution Member Type</b>	<b>Member Type under this Constitution</b>
Returned Members	Veteran Member or if they don't qualify under the definition of New Zealand Veteran, an Associate Member
Service Member	Police Officer Member, or if they don't qualify under the definition of Police Officer, an Associate Member
Honorary Life Member, Life Member	Life Member
Associate Members, Provisional Member, Youth Members, Corporate Member, Honorary Members, Non-Service Membership, Overseas Reciprocal Membership	Associate Member or other type of member as stipulated in the rules.

**Live Complaints, Suspensions and Sanctions**

- 25.4 Any validly made, but unresolved complaints, that have been made prior to the adoption of this Constitution, will remain governed by the constitution (and dispute resolution procedures set out in that constitution) in effect immediately prior to the adoption of this Constitution.
- 25.5 Any suspensions of Members, or other sanctions which applied or were imposed, prior to the adoption of this Constitution will remain in effect, in accordance with their terms and conditions, after the adoption of this Constitution.

**Miscellaneous**

- 25.6 The Executive Committee has the authority to complete such documents, pay such costs and do such things as are necessary to complete the transition of the RSA Member Association from the constitution in force prior to this Constitution to this Constitution including re-registration under the Act, preparing the Rules and any other governing document or arrangement considered by the Executive Committee to be appropriate.
- 25.7 Clause 16.5(a) will apply to notices of motion or other matters that have been considered and rejected by Members at a General Meeting before or after the adoption of this Constitution.

**[PALMERSTON NORTH RETURNED AND SERVICES' ASSOCIATION 2014 INCORPORATED  
CONSTITUTION**

**SCHEDULE ONE – ELIGIBILITY CRITERIA**

**1. Eligibility Criteria**

1.1 All Executive Committee Members and the Kaumātua (where appointed) shall, prior to their election, co-option or appointment (as applicable), and at all times while in office:

- (a) be a Member (that is not Suspended);
- (b) consent to being appointed as an Executive Committee Member or Kaumātua (as applicable) in accordance with this Constitution;
- (c) certify that they are not disqualified from becoming an Executive Committee Member or Kaumātua in accordance with the Constitution or applicable law;
- (d) comply with any applicable requirements set out in the Constitution, the Rules and the Code of Conduct in respect of such office;
- (e) not cause the RSA Member Association to fail to comply with the requirements of the Constitution or Rules (as applicable);
- (f) not be disqualified from being an officer of a registered charity under the Charities Act 2005, or an officer of an incorporated society under the Act; and
- (g) be a “fit and proper person” which is a term that describes an assessment of an Individual Person’s competence and suitability for a specific role, occupation or privilege in accordance with clause 2 of Schedule One.

**2. Fit and Proper Person**

2.2 For the purpose of determining whether or not an Executive Committee Member or a Kaumātua (where appointed), or an Individual Person proposed to be an Executive Committee Member or a Kaumātua, is a “fit and proper person”, as the case may be, the Executive Committee may take into account any matters they consider relevant and, in particular, may take into account any of the following matters:

- (a) whether the Individual Person complies with, and is likely to continue to comply with, the requirements of the Constitution and clause 1 of this Schedule One;
- (b) whether the Individual Person is suitably qualified, skilled and experienced for the role;
- (c) whether the Individual Person is disqualified from being an “officer” of a registered charity under the Charities Act 2005 (whether or not the Individual Person will actually be an “officer” of the RSA Member Association in accordance with that Act);
- (d) whether the Individual Person is disqualified from being an “officer” of an incorporated society under the Act (whether or not that Act currently applies to the RSA Member Association and whether or not the Individual Person will actually be an “officer” of the RSA Member Association in accordance with that Act);

- (e) whether the Individual Person is subject to an unresolved Complaint under the Dispute Resolution Procedure; and
- (f) whether the Individual Person has been the subject of a Complaint, either from within or outside of the RSA Member Association, and either to the RSA Member Association or to some other body or Individual Person, of a nature that could, cause risk to the reputation of RNZRSA or the RSA Member Association if that Individual Person held, or continued to hold, a position of representation or governance with the RSA Member Association.

### **3. Eligibility Process**

3.1 When determining eligibility, the Executive Committee may:

- (a) request, and the Individual Person who is being assessed as to their eligibility as an Executive Committee Member or a Kaumātua (where appointed) will provide, any information reasonably required for the purposes of assessing the matters set out in this Schedule.
- (b) review eligibility as an Executive Committee Member or a Kaumātua based on the documents or information provided, or may undertake any process it deems necessary, including:
  - (i) obtain information, testimonials or references from third parties; and
  - (ii) interviewing the Individual Person whose eligibility as an Executive Committee Member or Kaumātua is being considered, or any Individual Person who provides information, testimonials or references from third parties.

3.2 The Individual Person whose eligibility as an Executive Committee Member or Kaumātua (where appointed) is being considered for the eligibility process consents to the matters set out in clause 3.1 of Schedule One and agrees to provide reasonable assistance to the Executive Committee in all such matters.

3.3 The eligibility process will otherwise operate pursuant to the Rules.

## SCHEDULE TWO - DISPUTE RESOLUTION PROCEDURES

### 1. Commencing a Dispute Resolution Procedure

1.1 A Complainant as defined in clause 15.2 of the Constitution, makes a complaint by giving written notice in accordance with clause 1.2 of Schedule Two to the Executive Committee (“**Complaint**”).

1.2 The Complaint shall:

- (a) state that the Complainant is starting a Dispute Resolution Procedure;
- (b) set out the allegation or matter to which the dispute relates;
- (c) set out whom the allegation is against or relates to;
- (d) provide sufficient details of the allegation to enable the Respondent to be fairly advised of the allegation and to enable the Respondent to prepare a response; and
- (e) set out any other information reasonably required by the RSA Member Association, including, where applicable, any remedy sought.

### 2. Individual Person who makes a complaint has right to be heard

2.1 If a Member, an Executive Committee Member or the Kaumātua (where appointed) is the Complainant, they have a right to be heard before the Complaint is resolved or any outcome is determined.

2.2 If the RSA Member Association is the Complainant:

- (a) the RSA Member Association has a right to be heard before the Complaint is resolved or any outcome is determined; and
- (b) an Executive Committee Member may exercise that right on behalf of the RSA Member Association.

2.3 If RNZRSA is the Complainant:

- (a) RNZRSA has a right to be heard before the Complaint is resolved or any outcome is determined; and
- (b) the RNZRSA Chief Executive or their delegate may exercise that right on behalf of RNZRSA.

2.4 Without limiting the manner in which a Complainant has the right to be heard, the Complainant shall be taken to have been given that right where:

- (a) the Complainant has had a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- (b) an oral hearing is held before the Executive Committee if the Executive Committee considers that an oral hearing is needed to ensure an adequate hearing, or the Executive Committee considers that it is otherwise desirable;
- (c) an oral hearing (if any) is held before the Executive Committee; and

- (d) the Complainant's written statement or oral submissions are considered by the Executive Committee before the complaint is resolved or any disciplinary procedure or any other outcome is determined.

### **3. Individual Person who is subject of complaint has right to be heard**

- 3.1 The Respondent has a right to be heard before the Complaint is resolved or any other outcome is determined by the Executive Committee.
- 3.2 If the Respondent is the RSA Member Association, an Executive Committee Member may exercise the right on behalf of the RSA Member Association.
- 3.3 Without limiting the manner in which a Respondent may be given the right to be heard, a Respondent will have been given that right where:
  - (a) the Respondent has been fairly advised of all allegations concerning the Respondent, with sufficient time and details for the Respondent to prepare a response;
  - (b) the Respondent has had a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
  - (c) an oral hearing is held before the Executive Committee if the Executive Committee considers that an oral hearing is needed to ensure an adequate hearing, or the Executive Committee considers that it is otherwise desirable;
  - (d) an oral hearing (if any) is held before the Executive Committee; and
  - (e) the Respondent's written statement or submissions are considered by the Executive Committee before the Grievance is resolved or any other outcome is determined.

### **4. Investigating and determining a Complaint**

- 4.1 The Executive Committee shall investigate and determine a Complaint as soon as is reasonably practicable after receiving written notice of the Complaint.
- 4.2 Complaints shall be dealt with by the Executive Committee in a fair, efficient and effective manner.

### **5. Executive Committee may decide not to progress Complaint**

- 5.1 Despite clause 0 of this Schedule, the Executive Committee may decide not to proceed to deal with a Complaint further if:
  - (a) the matter raised is trivial or vexatious; or
  - (b) the matter does not appear to disclose or involve any allegation of the following kind:
    - (i) that a Member, Executive Committee Member or Kaumātua (where appointed) has engaged in material misconduct; or
    - (ii) that a Member, Executive Committee Member, Kaumātua (where appointed) or the RSA Member Association has materially breached, or is likely to materially breach, a duty under the Constitution or Rules or the Act; or

- (iii) that a Member's rights or interests or Member's rights or interests generally have been materially damaged;
- (iv) the Complaint appears to be without foundation or there is no apparent evidence to support it;
- (v) the Individual Person who made the Complaint has an insignificant interest in the matter;
- (vi) the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under the Constitution; or
- (vii) there has been undue delay in making the Complaint.

## **6. Referral to subcommittee or other investigator**

6.1 The Executive Committee may refer a Complaint to:

- (a) a subcommittee or an external Individual Person to investigate and report; or
- (b) a subcommittee, an arbitral tribunal, or an external Individual Person to investigate and make a decision.

6.2 The Executive Committee may, with the consent of all parties, refer the Complaint to any type of consensual dispute resolution (for example, mediation, facilitation or a tikanga-based practice).

6.3 Where such a referral is made, the provisions of this Schedule Two will apply to the subcommittee, tribunal, or external Independent Person, as the case may be, as if they were the Executive Committee.

## **7. Decision makers**

7.1 An Individual Person may not act as a decision maker (that is, as part of the Executive Committee or sub-committee making a decision) in relation to a complaint if two (2) or more members of the Executive Committee or the sub-committee consider that there are reasonable grounds to believe that the Individual Person may not:

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

## **8. Decisions**

8.1 The Executive Committee, sub-committee, tribunal or external Individual Person, as the case may be, making the decision regarding the Complaint, may:

- (a) determine the matter, and make such directions as they consider appropriate, with which the Respondent, RSA Member Association, Executive Committee Member, Kaumātua (where appointed) and Members (as applicable) will comply;
- (b) dismiss the Complaint;
- (c) lift, or extend for a specified period, any Suspension that has been placed on the Member;

- (d) uphold the Complaint and make such directions as they consider appropriate, with which the Respondent, RSA Member Association, Executive Committee Members, Kaumātua (where appointed) and Members (as applicable) will comply; and/or
- (e) uphold the Complaint and;
  - (i) reprimand or admonish the Respondent; and/or
  - (ii) suspend the Respondent from membership of the RSA Member Association for a specified period, or terminate the Respondent's membership of the RSA Member Association;
  - (iii) order the Respondent complained against to meet any of the RSA Member Association's reasonable costs in dealing with the Complaint; and or
  - (iv) where the Respondent is an Executive Committee Member or Kaumātua (where appointed), remove that Executive Committee Member or Kaumātua from office.

## **9. Advice of decision**

- 9.1 The decision, but not the reasons for the decision, of the Executive Committee, sub- committee, tribunal or external person as the case may be, will be given in writing to the Respondent, as soon as reasonably practicable following the decision being made. The Executive Committee (where the Executive Committee is not the decision-making body) will also be provided with the decision in writing.

## **10. No appeals**

- 10.1 A decision made under this Dispute Resolution Procedure will be final, and no further appeal will be permitted.

