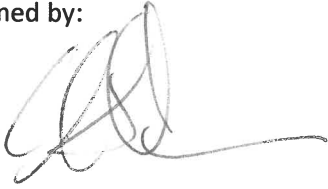


RULES OF  
THE ELECTRICAL CONTRACTORS ASSOCIATION  
OF NEW ZEALAND INCORPORATED

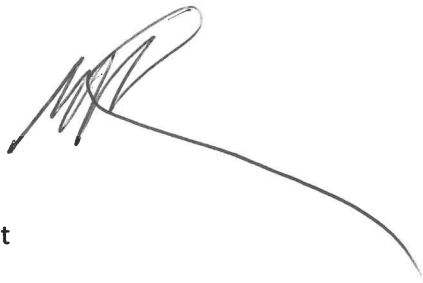
Signed by:

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Colin Smith  
Board Chair

A handwritten signature in black ink, featuring a series of connected loops and a long horizontal stroke.

Gary Roxburgh  
National President

A handwritten signature in black ink, with a large, stylized 'M' and a long horizontal stroke.

Mark Rawson  
National Vice-President

# RULES OF THE ELECTRICAL CONTRACTORS ASSOCIATION OF NEW ZEALAND

Trading as Master Electricians

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## 1. NAME

The name of the Association shall be "THE ELECTRICAL CONTRACTORS ASSOCIATION OF NEW ZEALAND (INCORPORATED)" (hereinafter referred to in these Rules as "the Association"). The short title of the Association shall be "ECANZ".

## 2. CONSTITUTION

### 2.1

The Association shall be a body corporate under the Incorporated Societies Act 1908 as an organisation which is not established for the purpose of pecuniary gain.

### 2.2

The purpose of the Association shall be the promotion and advancement of the electrical contracting industry and the attainment of the objectives set out in rule 4 hereof.

### 2.3

The Association shall have the powers contained herein or implied under the Act.

### 2.4

The Association shall comprise such persons, firms or companies as shall qualify for membership under the Rules and who are from time to time entered in the Register of Members but membership of the Association shall not of itself impose on the members any liability in respect of any contract, debt or other obligation made or incurred by the Association.

## 3. DEFINITIONS

In these Rules, unless inconsistent with the subject or context,

### 3.1

"The Act" means "The Incorporated Societies Act 1908" and its amendments or any Act passed in substitution thereof.

### 3.2

"Advisory Forum" refers to the committee constituted under Rule 9

### 3.3

"Annual Meeting" refers to the Annual General Meeting of the Association duly convened in accordance with these Rules.

### 3.4

"Board" means the Board constituted under Rule 7.

### 3.5

"Branch" or "Branches" refer to a Branch or Branches of the Association duly affiliated in accordance with these Rules.

### 3.6

"Branch Committee" refers to the Management Committee of a Branch duly elected or appointed by a Branch in accordance with the Rules of that Branch.

### 3.7

"Branch Secretary" refers to the Secretary of a Branch duly elected or appointed in accordance with the Rules of that Branch.

### 3.8

"By-Laws" means the Subsidiary rules of the Association made by the Board the Association in General meeting and for the time being in force.

### 3.9

"Code of Ethics" means the Code of Ethics adopted by the Association from time to time as a by-law pursuant to Rule 3.7.

### 3.10

"Committee" means any Committee of the Association constituted in accordance with these Rules.

### 3.11

"Director" means a member of the Board.

### 3.12

"Delegate" refers to a person elected to represent a Branch at General Meetings of the Association in accordance with Rule 11.4.8 hereof.

3.13

"Electrical Contracting Industry" means the industry or trade of management, engagement for and performing services relating to electrical installation, service, or repair of electrical circuits, fittings or appliances or activities ancillary thereto.

3.14

"General Manager" shall refer to the Chief Executive Officer of the Association duly appointed under Rule 7.8.

3.15

An "Extraordinary General Meeting" refers to any general meeting of the Association, other than the Annual General Meeting duly convened in accordance with these Rules.

3.16

"The Industry" refers to the Electrical Contracting Industry as defined in Rule 3.13.

3.17 "Member" means a member of the Association whose name appears in the Register of Members.

3.18

"Officer" means the holders for the time being of the elected offices of President and Vice-President and the position of Past President of the Association.

3.19

"Past President" means the position held by the outgoing President of the Association at the conclusion of having held the role of President for the full term of two years for the period until the election of Officers of the Association at the next subsequent Annual General Meeting.

3.20

"President" and "Vice-President" shall mean the President and Vice-President respectively for the time being of the Association.

3.21

"Register of Members" shall refer to the Register of Members of the Association compiled under Rule 6.12 hereof.

3.22

Secretary mean the Secretary appointed by the Board (to be known as "Board Secretary").

3.23

"Substantial" in relation to an involvement in the Industry shall have the meaning ascribed to it in Rule 6.2.14 hereof.

3.24

Words importing the masculine gender include females. Words importing the singular number include the plural number and words importing the plural number include the singular number.

3.25

"Working Day" means any day, other than a Saturday a Sunday or a public holiday, as determined by the Holidays Act.

3.26

"Financial member" means a member who has paid all fees, subscriptions, and levies due either to the Association or to any Branch.

3.27

"Branch District" means the geographical area for a branch as determined by the Association in accordance with Rule 11.2.

### 3.28

“Guarantee Scheme” means such scheme for guaranteeing the quality of work done by Members who have complied with the Quality Assurance scheme as per rules 6.2.9.1 and 6.10.2 and who carry the ECANZ brands as may be in force from time to time.

3.29 ECANZ Brands means such Brands as the Association has protected for use by any member who meets the criteria for their use as promulgated by the Board from time to time.

## 4. OBJECTIVES

### 4.1

The principal objectives of the Association are:

To represent, promote, protect and advance the interests of the Electrical Contracting Industry as a whole, those substantially engaged in the Industry and members of the public who may employ their services.

### 4.2

Ancillary to the foregoing objectives and for the purpose of furthering such objectives to do all or any of the following things, namely:

#### 4.2.1

To advance, assist, encourage and protect the interests of members in matters relating to the Industry.

#### 4.2.2

To procure and maintain a high quality or standard of electrical contracting and to promote safe practices.

#### 4.2.3

To protect the public interest in matters relating to electrical contracting.

#### 4.2.4

To establish, promote and regulate sound business practices and ethical standards of members.

#### 4.2.5

To develop and implement policies for the training and education of persons having a substantial involvement in the Industry including apprenticeship at all levels.

#### 4.2.6

To set up and administer sound guarantee and other schemes of benefit and protection for those employing the services of members of the Association.

#### 4.2.7

To encourage and require persons seeking membership of the Association to attain appropriate standards of workmanship and ethics and a substantial involvement in the Industry.

#### 4.2.8

To investigate complaints and disputes involving members of the Association and to suppress illegal, improper or dishonourable practices.

#### 4.2.9

To undertake research for the benefit of the industry and the public and to collect, disseminate and interchange information of all kinds of interest or benefit to persons in or connected with the electrical industry, members of allied industries, government or statutory or local bodies, and the public.



#### 4.2.10

To encourage and promote suitably qualified persons, firms or companies to become members of the Association.

#### 4.2.11

To assist and advise members in matters relating to industrial relations.

#### 4.2.12

To service and assist Branches of the Association in matters of local involvement and interest.

#### 4.2.13

To protect the interests of members in their dealing with employees or persons or organisations acting on behalf of such employees in regard to conditions of employment.

### 5. POWERS

#### 5.1

The Association shall have all such powers rights and authorities as are reasonably necessary or expedient for or conducive to the attainment of any of its objectives.

#### 5.2

In addition to the general power contained in Rule 5.1 the Association shall in addition to any other powers conferred on it by the Act or these Rules, have the following specific powers:

##### 5.2.1

To enact by-laws for the better administration of the affairs of the Association which are consistent with the objectives of the Association and these Rules.

##### 5.2.2

To levy members and or Branches from time to time by way of levies or subscription or fees, and to collect Subscriptions on behalf of Branches and remit such Subscriptions to Branches in a manner as decided by the Board and after consultation with Branch Committees.

##### 5.2.3

To grant and maintain affiliation from any Branch or Branches of the Association which comply with and adhere to the objectives of the Association and these Rules and which meet such conditions for affiliation which may be laid down from time to time by the Association.

##### 5.2.4

To purchase, take or lease or in exchange or otherwise acquire and to sell, convey, transfer, assign or grant any lands, buildings, easements or real or personal property which may be required for the purposes or conveniently used in connection with any of the objectives of the Association.

##### 5.2.5

To borrow or raise and give security for moneys as the Association thinks fit and in particular to give or issue bonds, debentures, promissory notes, guarantees or other obligations or securities of the Association charged upon its assets or otherwise by mortgage or charge upon all or any of the property of the Association and to solicit and receive donations.

##### 5.2.6

To invest and realise with any money, funds or securities of the Association in such manner as may be decided from time to time.

##### 5.2.6

To take or accept any gift transfer or conveyance of property real or personal and whether subject to any trust or not for any one or more of the objects of the Association.

5.2.7

To hire and employ and dismiss Staff, Contractors, and Professional Advisors and to pay salaries, wages, gratuities, fees and pensions to them or to other persons in return for services rendered to the Association.

5.2.8

To promote and hold either alone or jointly with any other society conferences, meetings, seminars or other functions including social gatherings.

5.2.9

To apply for, promote and obtain any Act of Parliament, leave, licence or other authority to enable the Association to carry out any or all of its objects or for the purpose of obtaining any additional powers or for any other purpose which may appear expedient in the interest of the electrical industry in New Zealand or any part of it and to oppose any bills proceedings or applications which may seem to the Association likely to prejudice the said industry or any part of its members.

5.2.10

To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

6. MEMBERSHIP

6.1

Classes of Membership - membership of the Association shall comprise the following:

6.1.1

ECANZ Contractor Members

6.1.2

Life Members

6.1.3

Associate Members

6.1.4

Overseas Members

6.1.5

Retired Members

All or whom shall unless the context otherwise requires, be included in any reference to "member" wherever appearing in these Rules.

6.2

ECANZ Contractor Members

6.2.1

A contractor member can comprise an individual sole trader, a Company duly incorporated under the Companies Act 1993, an unincorporated firm or partnership, an association,

corporation or public body. Any contractor member other than an individual is to be known as a corporate contractor member.

#### 6.2.2

Any candidate for admission as a contractor member must satisfy the membership committee that such candidate:

##### 6.2.2.1

Is engaged in a full time or substantial business (as defined in Rule 6.2.14 hereof) of electrical contracting in New Zealand and providing both labour and materials or subcontracting its or his work to a subsidiary company or associated company which is a member; or

##### 6.2.2.2

Is carrying on the substantial business in management, engagement for and performing of services relating to electrical installation service or repair of electrical circuits, fittings or appliances or activities ancillary thereto.

##### 6.2.2.3

Has demonstrated by qualification or experience an ability to carry out any of the work referred to above with reasonable skill and to the required standards of the Association.

##### 6.2.2.4

Has satisfied the membership committee of the Association upon nomination by the Branch Committee where such member carries on business that such nominee for admission is of good character and reputation and has completed all requirements for membership as may be required by these Rules or any by-law made thereunder.

##### 6.2.2.5

Any contractor member elected to membership shall thereupon be entitled to all privileges of membership upon payment of such fee, subscription or levy that may be set by the Board from time to time.

##### 6.2.2.6

Notwithstanding Rules 6.2.2.1 and 6.2.2.2, if a candidate for contractor membership is involved as part of his business in electrical work and the Branch and the membership committee consider membership as a contractor member appropriate, the application shall be considered as having satisfied Rules 6.2.2.1 and 6.2.2.2.

#### 6.2.3

The membership of each member of the Association shall stand in the name of the person or company respectively. A corporate contractor member shall appoint a duly accredited nominee registered with the Association (hereinafter called "the corporate nominee") who shall be the owner or partner or officer, or occupy a senior management position with the corporate contractor member.

#### 6.2.4

Upon approval by the membership committee the corporate nominee shall be entitled to attend and vote at General Meetings and generally to exercise the same powers and enjoy the same privileges on behalf of the corporate contractor member which he or she represents as if

he or she were an individual member of the Association, and in particular a corporate nominee may hold any office of the Association or a Branch of the Association which may be held by a contractor member.

#### 6.2.5

The membership committee may in its absolute discretion upon the recommendation of a Branch approve more than one corporate nominee for each corporate contractor member so long as such additional nominee is eligible to be a corporate nominee under Rule 6.2.3 hereto. All nominees of such corporate contractor member shall be entitled to attend at general meetings of the Branch and the Association on behalf of the corporate contractor member but only one such nominee may vote on occasions where each member may exercise a vote. Subject thereto, such additional corporate nominee shall enjoy the same rights and privileges of other corporate nominees and shall be entitled to exercise a vote in the capacity of any office which he or she may hold from time to time in the Association.

#### 6.2.6

A corporate contractor member may at any time in its absolute discretion withdraw nomination or the membership committee may in its discretion withdraw approval of a corporate nominee respectively and the membership of such corporate member shall thereupon cease.

#### 6.2.7

If at any time there shall be no corporate nominee of any corporate contractor member approved by the membership committee the membership of the corporate contractor member as aforesaid shall lapse until such time as the membership committee shall approve another nominee provided always that the membership committee may in its absolute discretion permit the membership of corporate contractor members to continue on such terms and conditions as it thinks fit except that membership committee shall allow full membership to continue for a period of 3 months after a change of corporate nominee has been notified by a corporate contractor member to the Branch or membership committee.

#### 6.2.8

The membership committee may in its absolute discretion, if at any time it is satisfied that a contractor member whether corporate or individual is controlled by or associated with anybody or bodies engaged in the electrical contracting trade and which is not a member or members of the Association, terminate the membership of such member.

#### 6.2.9

An application for membership of the Association may be made to the Association, or the relevant Branch Committee of the Association. The Branch Committee shall consider the qualification for membership of all applications for contractor membership in accordance with these rules and any by-laws and if satisfied shall recommend the applicant to the membership committee for admission. Any applicant whose application is declined by the Branch Committee shall have the right of appeal to the membership committee. The decision of the membership committee following full and thorough consultation with the Branch in respect of any application shall be final and there shall be no further right of appeal.

##### 6.2.9.1

Before admission as a contractor member a candidate must comply with the ECANZ quality assurance assessment and shall pay whatever fee in respect of such assessment as may be set by the Board from time to time.

#### 6.2.10

Any contractor member who being an individual, sells or converts its business to a company as herein defined shall immediately make a new application for corporate contractor membership under Rule 6.2.9 and the Branch Committee and the membership committee shall consider such application as a new application for contractor membership. Until such application is considered by the membership committee, the contractor member shall retain all rights, duties and privileges as if such application had not been made.

#### 6.2.11

Any corporate contractor member who, or which changes, his or its trading title or mode of business, shall supply the membership committee with such information as the membership committee shall require and shall comply with such requirements as the membership committee shall reasonably determine.

#### 6.2.12

The Board shall be entitled to from time to time review the criteria for membership and may require any member to provide evidence of his/her or its continuing ability to maintain the standards required by the Association.

#### 6.2.13

Every contractor member of the Association, having paid such annual membership fee, levy or subscription as is duly set by the Board, shall also require to be and remain a financial member of a Branch of the Association. If such member is unable to provide satisfactory evidence thereof to the membership committee the contractor membership of the Association of such member may forthwith be terminated by the membership committee. Notwithstanding termination of membership under this rule the terminated member shall remain liable for any sums due to the Association by the terminated member up to the time of termination.

#### 6.2.14

A substantial engagement or involvement in the Industry shall, for the purposes of these Rules 6.2.2.1 and 6.2.2.2, mean and indicate an ability and facility to provide services related to the Industry throughout normal working times exclusive of normal holidays.

### 6.3

#### Life Members

##### 6.3.1

Any person or persons who, in the opinion of the Annual General Meeting of the Association, by reason of outstanding service to the industry deserves the highest honour which the Association can bestow, may be elected as a Life Member of the Association.

##### 6.3.2

A Life Member shall be elected following nomination by a Branch of the Association and endorsement by the membership committee by resolution passed in accordance with the Rules at an Annual General

Meeting of the Association by an affirmative vote of not less than three quarters of the delegates present voting in person or on a poll.

##### 6.3.3

Life Members shall have all the rights and privileges of contractor membership but shall not be required to pay any fee, subscription or levy.

## 6.4

### Associate Members

#### 6.4.1

Any person or company (as defined in Rule 6.2.1) who shall not for the time being be entitled to be an contractor member of the Association, whether individual or corporate, but who by reason of past or continuing services is making or has made a contribution to the attainment of the objects of the Association, may be nominated by the membership committee or a Branch of the Association as an Associate Member of the Association.

#### 6.4.2

Any such person or company so nominated may be elected by the membership committee to membership and shall thereupon be entitled to all privileges of membership upon payment of such fee, subscription or levy that may be set by the Board from time to time.

#### 6.4.3

An Associate Member of the Association shall be entitled to receive such publications, if any, as the Board from time to time shall subscribe to, to receive notice of and to attend any general meeting of the Association but not to vote at any such meeting.

#### 6.4.4

Upon the invitation of any Branch of the Association, an Associate Member may attend any meeting of such Branch but may not vote.

### 6.5 Overseas Members

Any person or company (as defined in Rule 6.2.1 hereof) or trade association who or which can satisfy the membership committee as to his, her or its standing in an overseas country and which carries on business as an electrical contractor in the country which if such person or company operated in New Zealand would entitle its contractor membership of the Association, may apply for election to the Association as an overseas member. Election to membership shall be decided by the Board which shall also fix the terms upon which such overseas person or company shall be entitled to membership and the rights, privileges and obligations of such member including the subscriptions, fees or levies payable. Overseas members are not entitled to receive notices of meetings or to attend at a general meeting of the Association or any Branch except by invitation of the Board or such Branch. An overseas member shall not be entitled to vote at a meeting to which he, she or it may be invited.

## 6.6

### Retired Members

#### 6.6.1

Any existing ECANZ contractor member or corporate nominee who is no longer engaged in the full time or substantial business of electrical contracting and who no longer wishes to maintain a contractor or associate membership or a Corporate nominee no longer employed in the industry may apply to the membership committee for the membership category of retired member. Any such person may be elected by the membership committee to membership and shall thereupon be entitled to all privileges of membership upon payment of such fee, subscription or levy that may be set by the Board from time to time.

#### 6.6.2

A Retired Member of the Association shall be entitled to receive such publications, if any, as the Board from time to time shall subscribe to, to receive notice of and to attend any general meeting of the Association but not to vote at any such meeting.

#### 6.6.3

Upon the invitation of any Branch of the Association, a Retired Member may attend any meeting of such Branch but may not vote.

#### 6.7

##### Requirement for Confidentiality

Every member of the Association shall be required to observe the obligations and conditions imposed by these Rules or any by-law thereof as a condition of membership and in particular to keep and retain all information deemed by the Association to be confidential for the information only of a member or its nominated representative from scrutiny or coming to the attention or knowledge of any person or company other than a member.

#### 6.8

##### Cessation of Membership

#### 6.8.1

If a member, being an individual shall become bankrupt or shall become of unsound mind or shall become a protected person under the Aged and Infirm Persons Protection Act or, being a company go into liquidation (other than for the purpose only of amalgamation or reconstruction) then and in such event such member shall thereupon cease to be a member of the Association.

#### 6.8.2

If a member shall fail to pay all subscriptions, levies or fees levied upon such member for such period as the Board may from time to time set the member will cease to be a financial member. Discretion is permissible subject to Board approval. The Association will collect the subscriptions, levies or fees from members in such a way as the Board may from time to time set. Members will be sent an invoice which shall include the period of the subscription, levy or fee and when it is due and methods of payment. Notwithstanding termination of membership under this rule the terminated member shall remain liable for any sums due to the Association by the terminated member up to the time of termination.

#### 6.8.3

If a member shall commit a breach of Rules 6.2.8 or 6.2.13 hereof, or shall do or omit to do any act which in the opinion of the disciplinary committee constitutes a serious breach of these Rules of such gravity that such members should not be permitted to continue as a member of the Association, then and in such event the disciplinary committee shall have power by a resolution at a meeting of the Board of the Association of which proper notice has been given, to expel such member from the Association. Such member shall thereupon cease to be a member of the Association and shall forfeit all interests and privileges in the Association as from the date of the passing of the resolution herein before referred to. In such event the

Board may in its discretion at any future date restore the membership of such member upon the application of any such former member for that purpose and upon such restoration all interests and privileges in the Association shall be restored to such member as from the date of such restoration. The Board shall not be bound in any case where such member has been expelled, to restore such membership but shall have power to do so including the power to impose conditions upon restoration to membership as it shall in its discretion think fit.

#### 6.8.4

Any contractor member who does not comply with the ECANZ quality assurance assessment as promulgated by the Board from time to time shall not be entitled to use the workmanship guarantee scheme or ECANZ brands as they are reserved by resolution of the Board for use by those contractor members who have successfully complied with the ECANZ quality assurance.

##### 6.8.4.1

Any ECANZ quality assured contractor member who uses the ECANZ brands in breach of rule 6.8.4 shall subject to Board consideration forthwith cease to be an ECANZ member whereupon the provisions of rules 6.8.4.2 and 6.8.4.3 shall apply

##### 6.8.4.2

Upon cessation of membership for any reason any former member of ECANZ shall, within 21 working days of such cessation of membership, and to the greatest extent practicable, relinquish and remove from display all reference to the Association, the respective brands of the Association, and shall remove all reference to the Association from any initiatives of the former member's business activities, advertising and public profile.

##### 6.8.4.3

In any case where the Association applies rules 6.8.2, 6.8.4, and 6.8.4.1 the former contractor member will indemnify the Association for the Association's full costs of enforcement in addition to any damages.

##### 6.8.4.4

This rule 6.8.4 shall be effective from the 1<sup>st</sup> day of November 2015.

#### 6.9 Branch Membership

##### 6.9.1

Every member, upon his, her or its election as a member of the Association, shall without further election become a member of the Branch from which such member conducts business and in the case of a life member, retired member or associate member, where such member chooses.

##### 6.9.2

If a member shall have a business location undertaking electrical contracting works as defined within these rules in more than one Branch district, or more than one business undertaking electrical contracting works in the members nominated head office district, and the businesses are not separate entities to the approved members business, such member may maintain a separate membership for each such district or business. If the member shall elect not to maintain membership in each such district, all employees in such district or business not maintained as a separate membership shall be included in the membership of the Head Office of such membership for all statistical purposes pertaining to the Association.

##### 6.9.3



Further to Rule 6.9.2 above if a member shall have a business location undertaking electrical contracting works as defined within these rules in more than one Branch district, or more than one business undertaking electrical contracting works in the members nominated head office district and the businesses are separate entities to the approved members business, such member shall maintain a separate membership for each such district or business prior to the separate entity having access to or use of the services and brands available through membership or promoting itself as a member of ECANZ.

#### 6.9.4

If a member shall cease to be a member of the Association then he, she or it shall ipso facto cease to be a member of the Branch and vice versa.

#### 6.9.5

No member of the Association whose payment of any subscriptions, fees or levies is in arrears for a period exceeding one month shall be entitled to vote at meetings of the Branch unless and until all such arrears have been paid.

### 6.10 Rights and obligations of Members

#### 6.10.1

Every member, so long as he, she or it shall observe the obligations and conditions imposed upon such member by these Rules or any by-laws properly made thereunder shall enjoy all rights and privileges of membership as may be determined from time to time by the Board. Every such member of the Association shall be and remain bound by and shall at all times observe and comply with the Association Code of Ethics, and the provisions of the Rules or by-laws, the undertakings of membership and the terms of such membership as set by the Board from time to time.

#### 6.10.2

Any contractor member who has met all the obligations and conditions imposed on such member and has complied with the ECANZ quality assurance assessment may then make use of the workmanship guarantee scheme and ECANZ brands subject to their renewing their compliance within a timeframe as promulgated by the Board.

#### 6.10.3

(1) Any income, benefit or advantage paid by the Association to or on behalf of any member must be reasonable and be paid and calculated on arms-length basis.

(2) No member or any person associated with a member shall participate in or materially influence any decision by the Association in respect of any such income, benefit or advantage to themselves.

### 6.11

#### Resignation of membership

Any member may resign membership by giving the Branch not less than one calendar month's prior notice in writing addressed to the Secretary of the Branch at its registered office of his or her intention to resign. Any member so resigning shall cease to be a member of the Branch and of the Association from the date of expiry of such notice and shall thereupon cease to have any interest in the property of the Association or the Branch or be entitled to any benefit under the Rules of the Association or the Branch respectively provided however that the resigned member shall remain liable for any sums due to the Association or any Branch of the

Association by the resigned member up to the time of resignation. The Secretary of the Branch shall advise the Association of any resignation.

#### 6.12

##### Register of Members

The Association shall keep a register of members in which shall be recorded the name and address of every member of the Association and such other particulars as the Board may from time to time decide. An entry in the Register shall be evidence of membership of the Association and a Certificate of Membership shall be issued to each member. Upon any cessation of membership or any resignation, such certificate of membership shall be surrendered to the Association for cancellation.

## 7 The Board

### 7.1 The function of the Board

#### 7.1.1

The corporate governance and organisational direction of the Association shall be vested in a committee of management called the Board, the individual members of which shall be called the Directors.

#### 7.1.2

Subject to these Rules, the Board shall have all the powers necessary for the governance of, and supervising the management of, the affairs of the Association, including the levying of members and /or branches by way of levies, subscriptions or fees from time to time.

#### 7.1.3

Delegation of appointment of sub-committees powers and appointment of sub-committees

##### 7.1.3.1

The Board may from time to time in the exercise of its duties and responsibilities appoint Sub Committees and may delegate to such sub-committees such duties and responsibilities as the Board may from time to time determine. The Board may also determine the period of appointment of the members of any such Sub Committee and that the Board shall be responsible for exercise of any power delegated to a sub-committee as if the power had been exercised by the Board.

## 7.2

### Composition of the Board

The Board shall consist of between five (5) and seven (7) directors, comprising:

#### 7.2.1

Officer Directors (Ex-officio) The President of the Association, the Vice President of the Association; for the twelve (12) month period prior to undertaking the role of President and the Past President for the term of the Past Presidency as per definition 3.19

#### 7.2.2

A maximum of Five (5) additional directors who may or may not be a member of the Association and elected in accordance with Rule 7.3.1;

## 7.3

### Election and Appointment of the Board

#### 7.3.1

The directors shall be elected in the manner following:

(a) Officer Directors : The Officer Directors shall be appointed directors upon election to the role by the members

(b) Additional Directors: The Board shall call for nominations as per the current recruitment policy at that time a vacancy arises.

7.3.1.1 The Board shall advise the Branch Committees of the details of the successful candidates

7.3.1.2

An election of a shall take place following the resignation, retirement, death or other cessation of office of an additional director.

7.3.1.3

As soon as practicable after a vacancy arises among the additional directors the Board shall call for nominations for an additional Director to fill the vacancy.

7.3.1.4

Each Branch committee shall have one vote.

7.3.1.5

The Branch committees shall, within 10 working days of the advertisement of the candidates' details, communicate their votes to the Board secretary in writing by post, or electronic format, provided that an election of a director shall not be invalidated by the failure of any Branch to vote.

7.4

Rotation and retirement of directors

7.4.1

Other than Officer Directors each director shall hold office for a term of three (3) years, but on expiry of his or her term of appointment shall be eligible for re-election for a maximum of a further two (2) consecutive terms of three (3) years. For the avoidance of doubt, the maximum term of any director is nine (9) years.

7.4.2

Each Officer Director shall hold office for a term of no longer than four (4) years, but on expiry of his or her term of appointment shall be eligible for reelection for a maximum of a further two (2) consecutive terms of three (3) years. For the avoidance of doubt, the maximum term of any Officer Director then gaining reelection as an additional director is ten (10) years from initial appointment.

7.5

Removal of director

7.5.1

A director may be removed from office by the majority of the representative votes of the Branches

## 7.6

### Proceedings of the Board

#### 7.6.1

##### Chairperson

##### 7.6.1.1

The directors may elect one of their number as chairperson of the Board, at the first meeting of the Board following the Association AGM, the Directors acting in an ex officio capacity being ineligible for the Chairpersons role.

##### 7.6.1.2

The director elected as chairperson holds that office for a period of one year and subject to nomination can then be re-elected as a chairperson or until he or she dies or resigns or the directors elect a new chairperson in his or her place.

##### 7.6.1.3

If no chairperson is elected, or if at a meeting of the board the chairperson is not present within 5 minutes after the time appointed for the commencement of the meeting, the directors present may choose one of their number to be chairperson of the meeting.

#### 7.6.2

##### Notice of meeting

##### 7.6.2.1

Not less than 5 working days notice of a meeting of the board must be sent to every director who is in New Zealand, and the notice must include the date, time, and place of the meeting and the matters to be discussed.

##### 7.6.2.2

Any two directors may convene an extraordinary meeting of the board by giving notice in accordance with this clause.

##### 7.6.2.3

An irregularity in the notice of a meeting is waived if all directors entitled to receive notice of the meeting attend the meeting without protest as to the irregularity or if all directors entitled to receive notice of the meeting agree to the waiver.

##### 7.6.2.4

The Board shall determine the frequency of its meetings subject to a minimum of four (4) meetings per year.

#### 7.6.3

##### Methods of holding meetings

A meeting of the board may be held either—

##### 7.6.3.1

By a number of the directors who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or

##### 7.6.3.2

By means of audio, or audio and visual, communication by which all directors participating and constituting a quorum can simultaneously hear each other throughout the meeting.

#### 7.6.4

##### Quorum

##### 7.6.4.1

A quorum for the meeting of the board is a majority of the directors, with a minimum of four directors.

##### 7.6.4.2

No business may be transacted at a meeting of the Board if a quorum is not present.

#### 7.6.5

##### Voting

##### 7.6.5.1

Every director has one vote

##### 7.6.5.2

A resolution of the Board is passed if it is agreed to by all directors present or if a majority of the votes cast on it are in favour of it. The Chairman shall not have a casting vote.

##### 7.6.5.3

A director present at a meeting of the board is presumed to have agreed to, and to have voted in favour of, a resolution of the board unless he or she votes against the resolution at the meeting.

#### 7.6.6

##### Minutes

The board must ensure that minutes are kept of all proceedings at meetings of the board.

#### 7.6.7

##### Unanimous resolution

##### 7.6.7.1

A resolution in writing, signed or assented to by all directors then entitled to receive notice of a board meeting, is as valid and effective as if it had been passed at a meeting of the board duly convened and held.

##### 7.6.7.2

Any such resolution may consist of several documents (including facsimile or other electronic means of communication) in like form each signed or assented to by 1 or more directors.

##### 7.6.7.3

A copy of any such resolution must be entered in the minute book of board proceedings.

#### 7.6.8

Other proceedings. Except as provided in this Rule 7.7, the board may regulate its own procedure.

#### 7.7 Office of General Manager

The chief executive officer of the Association shall be the General Manager who shall be appointed by and responsible to the Board for the implementation of its decisions and policies. The General Manager may also, if decided by the Board, be secretary to the Board.

7.8 Directors may be remunerated by payment of such fees as may be recommended by the Board from time to time and agreed to at the General meeting.

#### 7.9 Indemnity

If any prosecution, action, claim or proceeding is brought against any member of the Board (past or present) or against any employee of the Association arising out of any act or omission lawfully done or omitted in the proper discharge of his, her or their duty to the Association, such person or persons shall be indemnified by the Association from and against all expenses or claims of or incidental to such prosecution, action, claim or proceeding.

### 8. Officers of the Association

8.1 shall be as per the definition 3.18

8.1.2 The duties of the President shall be to act as the figurehead and spokesperson for the Association, to be a Director of the Association, to lead and chair the advisory forum and to chair meetings of the Association and generally represent the interests of the Association for a tenure of a full Two (2) years, unless failing to be re elected at the next Subsequent Annual General meeting.

8.1.3 The duties of the Vice President shall be to deputise for the President in all of the Presidents duties. In the event of the President being unable to continue in office, the Vice President shall assume the role as the President but not longer than until the following Annual General Meeting of the Association.

#### 8.1.4

The duties of the Past President is to act in the capacity as a Director of the Association for the tenure of the role as per the definition 3.19.

8.2 The President and the Vice President shall be elected at and by the Annual General Meeting of the Association and shall be eligible for re-election.

#### 8.2.1

All nominations for these officers shall be made to the Secretary of the Board no less than 15 working days before the Annual General Meeting and shall be notified by the Secretary of the Board to all Branches not less than 10 working days before such meeting

#### 8.2.2

Nominations for any of the above officers positions made be made by any Branch

### 9. THE ADVISORY FORUM

9.1 The advisory forum will consist of the Officers, the CEO and a Delegate from each Branch.

#### 9.1.1

The President or in his absence the Vice President will act as the Chairman of any meetings of the Advisory Forum.

#### 9.1.2

The Role of the National Advisory Forum is to represent the Collective views, opinions, and concerns of Members from all Branch regions, and provide advice to National Office and the Board on such matters and to ensure communications between Branches, National Office and the Board of the Association are maintained and strengthened.

#### 9.1.3

The advisory forum shall develop their own policies, procedures and meeting protocols. Such policies, procedures and protocols shall be subject to annual periodic review following the Annual General Meeting of the Association

9.1.4 Any advice or recommendations the advisory forum may make shall not derogate from the culminating executive responsibility and authority of the Board.

## 10. MEETINGS OF THE ASSOCIATION

### 10.1

#### General Meeting

The Annual General Meeting of the Association shall be held in each calendar year in or before the month of October in each calendar year at such place and time as may be determined by the Board. All other Meetings of the Association shall be Extraordinary General Meetings.

### 10.2

#### Notice of Meetings

At least 23 working days' notice of every general meeting (both Annual and Extraordinary) of the Association shall be given to each Branch and to every member of the Association together with reasonable particulars of all matters to be placed before the Meeting.

### 10.3

#### Right to Attend General Meetings

Every member of the Association, including Board members, shall have the right to attend a General Meeting of the Association as an observer and to speak but only a delegate elected by any Branch of the Association in accordance with its Rules to represent that Branch at general meetings of the Association shall be entitled to vote at General Meetings. The Chairman of the General Meeting of the Association may also exercise a casting but not a deliberative vote.

### 10.4

#### Procedure at General Meetings

#### 10.4.1

A quorum for each General Meeting of the Association shall be not less than two officers, three Directors of the Association and a delegate appointed by each of not less than seven tenths of the Branches of the Association (which are affiliated in accordance with these Rules at the date on which notice of the General Meeting shall be given), having been duly appointed in accordance with the Rules of that Branch. No business shall be discussed unless and until a quorum is present. If within half an hour from the time appointed for commencement of a General Meeting a quorum is not present, the meeting shall be dissolved.

#### 10.4.2

At all General Meetings of the Association the chair shall be taken by the President of the Association, or in his absence by the Vice President.

#### 10.4.3

The Chairman of a General Meeting of the Association, may with the consent of the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. No notice need be given of any adjourned meeting unless it is so directed in the resolution for the adjournment.

#### 10.5 Annual General Meeting

At each Annual General Meeting of the Association, the following matters shall be dealt with:

##### 10.5.1

Notwithstanding anything in these rules, the chairman of an Annual General Meeting of the Association must allow a reasonable opportunity for members present at the meeting to question, discuss, or comment on the management of the Association.

##### 10.5.2

An annual general meeting of the Members of the Association may pass a resolution relating to the management of the Association but such resolution shall not be binding on the Board.

##### 10.5.3

A report on the proceedings of the Association during the preceding year shall be presented.

##### 10.5.4

The audited Statement of Accounts and Balance Sheet of the Association as defined in Rule 12.2 for the preceding financial year shall be presented.

##### 10.5.5

The officers of the Association for the ensuing year shall be elected.

##### 10.5.6

The Auditor for the Association for the ensuing year shall be elected.

##### 10.5.7

Other business, of which not less than 23 working days' notice from any officer, Director or Branch of the Association shall have been given, shall be dealt with

##### 10.5.8

Any other matters of which prior notice has not been given but which any officer, Director or delegate may wish to raise at such meeting may, with the consent of the Chairman of the Meeting, be discussed but no decision shall be binding upon any Branch, member or the Board, or of the Association. The decision of the Chairman of the Meeting as to whether such matters shall be discussed shall be final.

#### 10.6

##### Extraordinary General Meeting

##### 10.6.1

An Extraordinary General Meeting of the Association shall be convened by the Secretary following a requisition by two branches, or the board or by the President or the Vice President of the Association.



#### 10.6.2

Every requisition for an Extraordinary General meeting shall be given to the Secretary who within 5 working days of receipt of such requisition for a meeting shall give the required notice of such meeting in accordance with Rule 10.2 hereof. Such requisition shall specify the business for which the meeting is required and shall be signed by or on behalf of the required number of requisitionists.

#### 10.6.3

No business shall be discussed at any Extraordinary General meeting except that in respect of which notice shall have been given.

#### 10.7

##### Voting at General Meetings

#### 10.7.1

At any General Meeting of the Association a resolution put to the vote shall, unless a poll is demanded, be decided by a show of hands on the basis of one vote for each delegate (duly appointed under Rule 10.3 hereof). The Chairman shall have a casting vote but not a deliberative vote.

#### 10.7.2

Any two delegates may demand that a poll be taken on any matter before the meeting (of which proper prior notice has been given) whereupon voting shall be by Branches and each delegate shall have one vote for any number of members of such Branch up to 50 and one further vote for each additional 50 members or part of 50 but not being less than 25. On a poll the Chairman shall have a casting vote but not a deliberate vote.

#### 10.7.3

A poll at a General Meeting of the Association shall be taken in such manner as the Chairman of the meeting shall direct and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

#### 10.7.4

On a poll a delegate may in his or her discretion cast votes both for and against the motion before the meeting up to the total number of votes available to be cast under Rule 10.7.2 hereof.

#### 10.8

Notwithstanding any irregularity in the calling or procedure of a General Meeting of the Association which shall not be noticed and objected to prior to the conclusion of that meeting, all proceedings of that meeting shall be valid as if no such irregularity had occurred. If any such irregularity is noticed and objected to, the decision of the meeting as to the waiver or otherwise of such irregularity shall be final and conclusive. The provision of this Rule shall not apply to any meeting or portion thereof at which there is a lack of a quorum.

### 11. BRANCHES

#### 11.1

##### Affiliation of Branches

The Board is empowered to grant and maintain formal affiliation with the Association to those Branches which comply with and adhere to the objectives of the Association and these Rules.

#### 11.2

##### Geographical Boundaries

The geographical boundaries of any Branch shall be determined from time to time by the Association in general meeting

#### 11.3

##### Transitional Provisions

Each Electrical Contractors' Association at the date of adoption of these Rules which

##### 11.3.1

Is separately incorporated under Act,

##### 11.3.2

Is a member of the Electrical Contractors Association of New Zealand Incorporated,

##### 11.3.3

Adopts within three months after such date the amendments to its Rules which may be required by the Association,

##### 11.3.4

Shall continue to be a Branch of the Association duly affiliated under Rule 11.1 without further change or requirement, but thereafter each such Branch shall be required to comply with any further requirements of the Association under Rule 5.2.3 hereof.

#### 11.4

##### Objectives of Branches

The objectives of each Branch shall be:

##### 11.4.1

To promote membership admission and recruitment.

##### 11.4.2

To investigate complaints and ethical matters and make recommendations accordingly.

##### 11.4.3

To investigate complaints under the guarantee scheme and make recommendations accordingly.

##### 11.4.4

To undertake other matters as may be delegated to Branches by the Association or Board from time to time.

##### 11.4.5

To levy and collect subscriptions and levies and funds as required by such Branch and on behalf of the Association.

##### 11.4.6

To promote membership of the Association and the Branch of suitably qualified persons, firms or companies.

##### 11.4.7

To promote and hold conferences, seminars, meetings and social functions of all kinds.

##### 11.4.8

To elect and appoint a delegate to represent that Branch at General Meetings of the Association and as a Branch Representative on the Advisory Forum.

#### 11.4.9

To nominate any person or persons for election as an officer of the Association.

#### 11.4.10

To do such other lawful things as are incidental or conducive to the attainment of the above objectives or such other objectives as may be delegated to Branches by the Association from time to time.

#### 11.5

##### Powers Of Branches

Each Branch shall have such powers necessary to achieve the objectives set out in Rule 11.4 hereof as may be consistent with the Rules of the Association. All such powers, other than in respect of ownership of property and investments, shall be subject to the directions of the Association in general meeting. In particular each Branch shall have the power to enact and amend its own Rules consistent with and subject to the Rules of the Association.

Each Branch shall have the following powers:

##### 11.5.1

To purchase, hold, take on lease, let, exchange or otherwise acquire and to sell, convey, transfer, assign or grant any lands, buildings, easements or real or personal property which may be required for the purpose of or conveniently used in connection with any of the objectives of the Branch.

##### 11.5.2

To borrow or raise or give security for monies by way of mortgage guarantee or charge upon all or any of the assets of the Branch.

##### 11.5.3

To appoint and elect its officers and a Branch Committee.

##### 11.5.4

In addition to collecting Association levies to impose a levy upon Branch members for the purposes of the Branch.

##### 11.5.5

To invest and realise any money funds or securities of the Branch in such a manner as may be decided from time to time.

#### 11.6 Appeals against decisions by Branches

##### 11.6.1

Any member of a Branch who feels aggrieved by a decision of that Branch or the Committee thereof in any matter affecting such member may appeal that decision to the Board of the Association.

##### 11.6.2

The Board shall hear and consider the appeal in such manner as it directs and may after giving the appellant a reasonable opportunity to be heard, or to make representations, confirm, reverse or modify the decision appealed against.

##### 11.6.3

The decision of the Board shall be final and conclusive on the member and the Branch.

#### 11.7

##### Minutes of Branch Meetings

Each Branch shall within 23 working days after each such meeting provide to the Board Minutes of all meetings of the Branch and of the Branch Committee.

#### 11.8

##### Wind-up of Branch

Where a Branch is wound up and assets pass to the Association under the Rules of that Branch, the Association will retain those assets separately and will vest in such affiliated Branch which from time to time covers the geographical area covered by the former Branch so wound up and such assets will if necessary be apportioned between two or more Branches for that purpose.

### 12. FINANCE & ANNUAL ACCOUNTS

#### 12.1

The Financial year of the Association and of each Branch shall end on the 30th day of June in each year or such other date as the Association may decide.

#### 12.2

As soon as may be practicable after the end of each financial year of the Association and no less than 10 working days prior to an AGM of the Association an Annual Statement of Accounts for the preceding year and a Balance Sheet of Assets and Liabilities of the Association as at the closing date of the preceding financial year shall be prepared and circulated to all members of the Association.

#### 12.3

The Annual Statement of Accounts and Balance Sheet of the Association and of every Branch shall be Audited.

Each Branch shall be entitled to select an audit or review appropriate to the size of the Branch.

#### 12.4

Unless resolved otherwise by the Association, the financial Statement of Accounts and Balance Sheet shall not include the Assets and Liabilities of the Branches except where such Assets and Liabilities are properly incurred or held by such Branch by or on behalf of the Association.

#### 12.5

All funds of the Association shall be paid to the General Manager of the Association or any person delegated by the Board who shall with all convenient speed place the same in a Bank account to be named by the Board to the credit of the Association. The funds of the Association shall be disposed of as the Board may direct.

#### 12.6

The Association's banking arrangements shall be under the control of the Board and the operation of the Association's bank account shall be by such persons and in such manner as are expressly authorised by the Board by resolution from time to time.

### 13. STANDING COMMITTEES

In addition to the power of the Board from time to time to appoint Sub-Committees pursuant to Rule 7.1.3 of these Rules, there shall be constituted the following Standing Committees as set out hereunder. The Board shall appoint the members thereof annually at the first meeting

of the Board which shall take place after the Annual General Meeting in each year and the Board may fill any vacancy on such Standing Committees as may arise from time to time during any year, and may also prescribe the maximum term of service of the members thereof.

#### 13.1

The Standing Committees at the date of adoption of these Rules are:

##### 13.1.1

A Disciplinary Committee comprising such members as may be appointed by the Board. The role of the Disciplinary Committee will be to investigate and make recommendations on any matter relating to the conduct of a member which may be referred to it from time to time.

##### 13.1.2

A Membership Committee comprising such members as may be appointed by the Board. The role of the Committee is to assist with the qualification or an election of members of the Association.

##### 13.1.3

A Standards Committee comprised of such Members as may be appointed by the Board. The role of the Standards committee is to consider all matters relating to the regulation of the industry, and in particular to Regulations issued under the Electricity Act and installation Standards cited therein; to prepare submissions to relevant authorities, intended to advance the interests of members of the Association; to advise of any matters relating to the foregoing in respect of which it may be desirable for the Association to undertake an educative role to either the members of the Association, the wider industry, or the general public.

#### 13.2

Each Standing Committee shall report all its decisions to the Board promptly after each meeting and shall generally be responsible to the Board for all its decisions and actions.

#### 13.3

Nothing in these Rules relating to Standing Committees shall inhibit the Board in the exercise of its powers under Rule 7.6.1 to appoint Sub-Committees for any specific purpose or purposes in the exercise of its duties provided that no such Sub-Committee shall remain in existence for longer than two years without ratification by the Association in General Meeting.

### 14. REGISTERED OFFICE

The Registered Office of the Association shall be at such place as may from time to time be determined by the Board.

### 15. COMMON SEAL

The Common Seal of the Association shall be in the custody of the Chief Executive Officer of the Association (or other person on that behalf authorised by the Board) and shall be affixed to documents at the direction of the Board and attested by any two members thereof.

## 16. NOTICES

All notices required by these Rules to be given to a member shall be deemed to have been duly delivered posted or made available electronically to such member at the last known address and shall be deemed to have been served on such member on the day in which it would have been delivered in the regular course of post at the place to which it is addressed or sent electronically.

## 17. ALTERATION OF RULES

### 17.1

These Rules may be altered, added to or rescinded at any General Meeting of the Association except for Rules 7.1, 7.2, 7.3, 8.1, 8.2, and 9 which may only be altered, added to or rescinded at the Annual General Meeting of the Association. Any resolution for changes to the rules must be passed by a resolution passed by a majority of at least three-fifths majority of delegates present and entitled to vote, or in the case of a poll being demanded, by a majority of at least three-fifths of the votes cast.

### 17.2

In addition to formal notice required under Rule 10.2 hereof not less than thirty (30) working days notice in writing of any proposed alteration, addition or rescission to the Rules shall be given to the Branch Secretary of each Branch of the Association setting forth particulars and the purpose of the proposed alteration, addition or rescission.

## 18. WINDING UP

### 18.1

The Association shall be wound up if a resolution is passed at a General Meeting of the Association of which required notice has been given resolving that the Association be wound up and such resolution is confirmed at a subsequent General Meeting called for that purpose and held not earlier than twenty three (23) working days after that date upon which the resolution so to be confirmed was passed. Such resolution at each meeting is to be carried by a simple majority of those present and entitled to vote in person or in a poll.

### 18.2

If the requisite resolution shall be passed dissolving the Association, surplus assets after payment of all liabilities of the Association including the expenses of winding up shall be disposed of in such manner as the Association shall in General Meeting by simple resolution determine.

### 18.3

Any resolution to wind up the Association shall have the effect of releasing a Branch of the Association from any requirement for the consent of the Association to any change of Rules of that Branch.