

Constitution of

The Electrical Contractors Association
of
New Zealand Incorporated



Approved at General meeting held on Date: 19/11/2024

Chair of the Board



Omri Ash
28/11/2024

Association President



Mark Rawson
28/11/2024

Association Vice-President



Rhys Burton
28/11/2024

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 2022 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 2022" and its amendments or any Act passed in substitution thereof.
- 3.2 **"Additional Directors"** means those Directors that may be appointed by the Board in accordance with Rule 7.2.3.
- 3.3 **"Advisory Forum"** refers to the National Advisory Forum committee constituted under Rule 9 which is more commonly referred to as the NPAF (The National Presidents Advisory Forum).
- 3.4 **"Annual Meeting"** refers to the Annual General Meeting of the Association duly convened in accordance with these Rules.
- 3.5 **"Board"** means the Board constituted under Rule 7.
- 3.6 **"Branch"** or "Branches" refer to a Branch or Branches of the Association duly affiliated in accordance with these Rules.
- 3.7 **"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.
- 3.8 **"Branch District"** means the geographical area for a branch as determined by the Association in accordance with rule 11.2.
- 3.9 **"Branch Secretary"** refers to the Secretary of a Branch duly elected or appointed in accordance with the Rules of that Branch.
- 3.10 **"By-Laws"** means the Subsidiary rules of the Association made by the Board of the Association in General Meeting and for the time being in force.
- 3.11 **"Code of Ethics"** means the Code of Ethics adopted by the Association from time to time as a by-law pursuant to Rule 3.10.
- 3.12 **"Committee"** means any Committee of the Association constituted in accordance with these Rules.
- 3.13 **"Director"** means a member of the Board.
- 3.14 **"Delegate"** refers to a person elected to represent a Branch at General Meetings of the Association in accordance with Rule 11.3.8 hereof.
- 3.15 **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.
- 3.16 **"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.
- 3.17 **"Extraordinary General Meeting"** refers to any general meeting of the Association, other than the Annual General Meeting duly convened in accordance with these Rules.
- 3.18 **"Financial Member"** means a Member who has paid all fees, subscriptions, and levies due either to the Association or to any Branch.

- 3.19 **"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 6.11.2 and who carry the ECANZ brands as may be in force from time to time.
- 3.20 **"General Manager"** shall refer to the Chief Executive Officer of the Association duly appointed under Rule 7.7.
- 3.21 **"The Industry"** refers to the Electrical Contracting Industry as defined in Rule 3.16.
- 3.22 A **"Major Transaction"** is determined as any singular or multiple related Association committed financial transaction, greater than the sum of the immediate prior year's annual income of fees from the membership and / or adds or removes a substantial strategic asset of the Association with a transactional value higher than the sum of the immediate prior year's annual income from membership fees.
- 3.23 **"Member"** means a Member of the Association whose name appears in the Register of Members.
- 3.24 **"Member Director"** means an elected Member of the Association who is currently a director in accordance with rule 7.2.2
- 3.25 **"Officer"** shall have the meaning as defined in "The Act" and will include for the time being the elected offices of President and Vice President, the position of Past President of the Association, all Members of the Board and the position the General Manager.
- 3.26 **"Past President"** means the position held by the outgoing President of the Association for a term of one year at the conclusion of having held the role of President for a full term of two years and concludes at the subsequent Annual General Meeting upon the election of the President and Vice President of the Association.
- 3.27 **"President"** and **"Vice-President"** shall mean the President and Vice-President respectively for the time being of the Association.
- 3.28 **"Register of Members"** shall refer to the Register of Members of the Association compiled under Rule 6.13 hereof.
- 3.29 **"Secretary"** means the Secretary appointed by the Board (to be known as "Board Secretary").
- 3.30 **"Substantial"** in relation to an involvement in the industry shall have the meaning ascribed to it in Rule 6.2.14 hereof.
- 3.31 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.
- 3.32 **"Working Day"** means any day between the hours of 9:00am to 5:00pm, other than a Saturday a Sunday or a public holiday, as determined by the Holidays Act, and all days between Boxing Day and the day after New Year's Day.

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, ethics and substantial involvement in **the industry**.
 - 4.2.8 To investigate complaints and disputes involving **Members** of the Association and to prevent 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 service and assist **Branches** of the Association in matters of local involvement and interest.
 - 4.2.12 To assist and advise **Members** in matters relating to industrial relations.
 - 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, subscriptions or fees, and to collect Subscriptions on behalf of **Branches** and remit such Subscriptions to **Branches** in a manner as decided between each **Branch Committee** and the **Board** after consultation.
 - 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 in General Meeting.
 - 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 in accordance with these Rules.
 - 5.2.7 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.
 - 5.2.8 To hire, 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.
 - 5.2.9 To promote and hold either alone or jointly with any other society conferences, meetings, seminars or other functions including social gatherings.

- 5.2.10 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**.
- 5.2.11 To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.
- 5.2.12 The **Board** and or the Association shall not enter a **Major Transaction**, as defined in Rule 3.22, prior to the **Major Transaction** being approved by 70% of the membership eligible to vote at a **General meeting** and have exercised the right to vote on a Special Resolution.

6. MEMBERSHIP

- 6.1 Classes of Membership - membership of the Association shall comprise the following:
- (a) Contractor Members
 - (b) Life Members
 - (c) Associate Members
 - (d) Overseas Members
 - (e) Retired Members
 - (f) Provisional Members

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

6.2 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.
- 6.2.2 Any candidate for admission as a Contractor **Member** must satisfy the Association 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 it's 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.

- 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 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 Association 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 Contractor **Member** shall appoint a duly accredited representative registered with the Association (hereinafter called "the Contractor **Member** representative ") who shall be the owner or partner or officer, or occupy a senior management position with the Contractor **Member**.
- 6.2.4 Upon approval by the Association the Contractor **Member** representative shall be entitled to attend and vote at their nominated **Branch** General Meetings and generally to exercise the same powers and enjoy the same privileges on behalf of the Contractor **Member** which he or she represents as if he or she were an individual **Member** of the Association, and in particular a Contractor **Member** representative may hold any office of the Association or a **Branch** of the Association.
- 6.2.5 The Association may in its absolute discretion upon the recommendation of a Branch approve more than one Contractor **Member** Representative for each Contractor **Member** so long as such additional representative is eligible to be a Contractor **Member** Representative under Rule 6.2.3 hereto. All representatives of such Contractor Member shall be entitled to attend general meetings of the **Branch** and the Association on behalf of the Contractor **Member** but only one such representative may vote on occasions where each **Member** may exercise a vote. Subject thereto, such additional representatives shall enjoy the same rights and privileges of other Contractor **Member** Representatives 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 Contractor **Member** may at any time in its absolute discretion withdraw its nomination, or the Association may in its discretion withdraw approval of a Contractor **Member** Representative respectively and the membership of that Contractor **Member** Representative shall thereupon cease.
- 6.2.7 If at any time there shall be no representative of any Contractor **Member** approved by the Association the membership of the Contractor **Member** as aforesaid shall be suspended until such time as the Association shall approve another representative provided always that the Association may in its absolute discretion permit the membership of a Contractor **Member** to continue on such terms and conditions as it thinks fit, except that the Association shall allow full membership to continue for a period of 3 months after a change of representative has been notified to both the Association and the **Member's Branch**.
- 6.2.8 The Association may in its absolute discretion, if at any time it is satisfied that a Contractor **Member** is controlled by or associated with anybody or bodies engaged in the **electrical contracting industry** 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 Association for admission. Any applicant whose application is declined by the **Branch Committee** shall have the right of appeal to the Association. The decision of the Association 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.
- Until such time as compliance with the ECANZ quality assurance assessment has been confirmed the applicant will be known as a 'Provisional **Member**' and may hold provisional membership for a maximum continuous period of six months after which time membership of the Association shall lapse.

- 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 Contractor Membership under Rule 6.2.9 and the **Branch Committee** and the Association shall consider such application as a new application for Contractor Membership. Until such application is considered by the Association, the Contractor **Member** shall retain all rights, duties and privileges as if such application had not been made.
- 6.2.11 Any Contractor **Member** who, or which changes, his or its trading title or mode of business, shall supply the Association with such information as the Association shall require and shall comply with such requirements as the Association shall reasonably determine.
- 6.2.12 The **Board** shall be entitled from time to time to 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 be and remain a financial **Member** of their nominated Branch of the Association and of the Association. If a **Member** of the Association fails to pay any sums due such **Member** may forthwith be terminated by the Association. 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 Association 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 a Contractor **Member** of the Association, 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 Association 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 Association 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 Association 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 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 Contractor **Member** or Contractor Representative 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 Contractor Representative no longer employed in **the industry** may apply to the Association for the membership category of retired **Member**. Any such person may be elected by the Association 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 **Provisional Members**

- 6.7.1 Any such person or company so nominated may be elected by the Association to provisional membership, awaiting confirmation of full membership.
- 6.7.2 For clarification purposes the Provisional **Member** is an interim membership, awaiting full membership upon confirmation of meeting the requirements of the QA process in place at the time of application. Provisional membership is limited to a maximum term of six months and is available to an applicant for membership for one term only.
- 6.7.3 Subject to the Conditions imposed by Clause 6.7.4 and Clause 6.9.4 and upon payment of such fee, subscription or levy that may be set by the **Board** from time to time, a Provisional **Member** shall thereupon be entitled to all other privileges of membership of the Association including receiving such publications, if any, as the **Board** from time to time shall subscribe to, and to receive notice of and to attend any general meeting of the Association.
- 6.7.4 Upon the invitation of any **Branch** of the Association, a Provisional **Member** may attend any meeting of such **Branch** but may not vote.

6.8 **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**.

6.9 Cessation of Membership

- 6.9.1 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.
- 6.9.2 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**. 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. Discretion is permissible upon application to the **Board** and subsequent **Board** approval.
- 6.9.3 If a **Member** shall commit a breach of Association Rules, or shall do or omit to do any act which in the opinion of the **Board** constitutes a serious breach of these Rules or brings the Association or the **Electrical Contracting Industry** into potential disrepute of such gravity that such **Members** should not be permitted to continue as a **Member** of the Association, then and in such event the **Board** 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 for expulsion. The **Board** may in its discretion at any future date restore the membership of the expelled **Member** upon the application for that purpose and upon such restoration all interests and privileges in the Association shall be restored to the expelled **Member** as from the date of such restoration. The **Board** shall not be bound in any case where a **Member** has been expelled, to restore such membership, but shall have the power to do so including the power to impose conditions upon restoration to membership as it shall in its discretion think fit.
- 6.9.4 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 assessment.
- 6.9.4.1 Any ECANZ quality assured Contractor **Member** who uses the **ECANZ brands** in breach of rule 6.9.4 shall subject to **Board** consideration forthwith cease to be an ECANZ **Member** whereupon the provisions of rules 6.9.4.2 and 6.9.4.3 shall apply.

- 6.9.4.2 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.
- 6.9.4.3 In any case where the Association applies rules 6.9.2 and 6.9.4.1 the former Contractor **Member** will indemnify the Association for the Association's full costs of enforcement in addition to any damages.

6.10 **Branch Membership**

- 6.10.1 Every **Member**, upon confirmation as a **Member** of the Association, shall become a **Member** of the **Branch** from which the **Member** conducts business and in the case of a life **Member**, retired **Member** or associate **Member**, where such **Member** chooses.
- 6.10.2 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 district, all employees in that 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.
- 6.10.3 Further to Rule 6.10.2 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, the **Member** shall maintain a separate membership for each 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.
- 6.10.4 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.
- 6.10.5 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.

6.11 **Rights and Obligations of Members**

- 6.11.1 Every **Member**, provided they 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 **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 membership as set by the **Board** from time to time.
- 6.11.2 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**.
- 6.11.3 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 an arms-length basis. 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.

6.12 **Resignation of Membership**

Any **Member** may resign membership by giving the Association not less than one calendar month's prior notice in writing of his or her intention to resign. The Association will promptly advise the Members **Branch Secretary** of the **Members** 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.

6.13 **Register of Members**

The Association shall keep a register of **Members** in accordance with the Incorporated Societies **Act** requirements 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 the 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 **Ex-officio Directors:** 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 3.26.
- 7.2.2 **Member Elected Directors:** A minimum of Two (2) member **Directors** who are elected in accordance with Rule 7.3.1 subject to the **Board** at all times maintaining a majority of Association **Member Directors**.
- 7.2.3 **Additional Directors:** A maximum of Three (3) additional **Directors** who may or may not be a **Member** of the Association, and who are elected in accordance with Rule 7.3.1 subject to the **Board** at all times maintaining a majority of Association **Member Directors** to non-member **Directors**.

7.3 Election and Appointment of the Board

7.3.1 The **Directors** shall be elected in the manner following:

(a) **Ex Officio Member Directors:** The Ex Officio **Directors** shall be appointed **Directors** upon election to their respective roles of **President** and **Vice President** by the Members

(b) **Member Directors:** A minimum of two other **Directors**, who are **Members** of the Association shall be appointed **Directors** upon election by the Members in accordance with Rules 7.3.1.2 through to and including 7.3.1.6

(c) **Additional Directors:** Up to three **Additional Directors** may be appointed by the **Board**.

7.3.1.1 **Member Directors:** An election of a **Director** shall take place following the resignation, retirement, death or other cessation of office of a **Member Director**.

7.3.1.2 As soon as practicable after a vacancy arises among the **Directors** the **Board** shall call for nominations for a **Director** to fill the vacancy.

7.3.1.3 The **Board** shall stand up the Appointments Advisory Committee in accordance with Rule 13.1.2

7.3.1.4 Every candidate for election as a **Member Director** shall be nominated by a **Branch committee** and seconded by at least one **Branch committee**

7.3.1.5 The **Branch committees** shall, within 10 working days of receipt of the candidates' details and AAC evaluation, 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.

7.3.1.6 Each **Branch committee** shall have one vote.

7.3.1.7 The **Board** shall advise the **Branch Committees** of the details of the successful **Member Director** candidates

7.3.1.8 **Additional Directors:** following the resignation, retirement, death or other cessation of office of an **Additional Director**, the **Board** will, as soon as practicable after a vacancy arises, advertise the vacant position and implement rule 7.3.1.3.

7.3.1.9 The **Board** shall advise the **Branch Committees** of the details of the successful **Additional Director** appointment/s

7.4 **Rotation and Retirement of Directors**

7.4.1 **Ex Officio Member Directors** 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 re-election for a maximum of a further two (2) terms of three (3) years. For the avoidance of doubt, the maximum term of any Ex Officio Member Director then gaining re-election as a **Member Director** is ten (10) years inclusive of initial appointment, regardless of whether the terms are undertaken consecutively or non-consecutively.

7.4.2 **Member Elected Directors** and **Additional Directors** 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 or appointment for a maximum of a further two (2) terms of three (3) years. For the avoidance of doubt, the maximum term of any **Director** is nine (9) years, regardless of whether the terms are undertaken consecutively or non-consecutively.

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** in attendance at a General Meeting called for such purpose on grounds of disqualification as determined by Clause 47(3) of the Incorporated Societies **Act** 2022, or through a vote of no confidence in the performance of the individual **Director** or the collective **Board of Directors**.

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 Chairperson's 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 for further terms.

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:
- a. by a number of the **Directors** who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or
 - b. 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 **Member 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 7.6, 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 **Director Remuneration**

7.8.1 Fees may be paid to **Directors**, including co-opted **Directors**, provided that:

- a. the rate of remuneration shall have been determined by a person/s independent of the **Board**;
- b. **Director's** fees are benchmarked against comparable entities.
- c. **Director** fee benchmarking data is secured from recognised and independent sources for **Director** remuneration; and
- d. any tax-exempt and / or charitable status of Association is not detrimentally affected.

7.8.2 **Directors'** fees shall have been approved by **Members** at each **Annual General Meeting** prior to implementation.

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. PRESIDENT AND VICE PRESIDENT OF THE ASSOCIATION

- 8.1 Shall be as per the definition 3.27
- 8.1.1 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.
- 8.1.2 The duties of the **Vice President** shall be to deputise for the **President** in all of the **President's** 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.
- 8.1.3 The duties of the **Past President** are to act in the capacity as a **Director** of the Association for the tenure of the role as per the definition 3.26.
- 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 **Officer's** positions may be made by any **Branch**.

9. THE ADVISORY FORUM

- 9.1 The **Advisory forum** will consist of the **President**, the **Vice President**, 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 **Advisory Forum** is to represent the Collective views, opinions, and concerns of **Members** from all **Branch** regions, and provide advice to the National Office and the **Board** on such matters and to ensure communications between **Branches**, the National Office and the **Board** of the Association are maintained and strengthened.
- 9.1.3 The **Advisory Forum** shall develop its 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 within six months of the Financial Year End, at such a place and time as may be determined by the **Board**. All other General 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. In the event of a proposed alteration to the rules of the Association then Rule 17.2 will apply.

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 one of the two Ex Officio Offices of **President** and/or **Vice President**, 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**, and all proceedings shall be recorded in the meeting minutes undertaken by the Secretary to the meeting.

- 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.
- 10.4.4 The protocols for General Meetings shall be the internationally recognised Westminster procedures whereby items offered for discussion and review by the meeting, subject to having been correctly submitted in accordance with these rules, shall:
- (i) Be tabled as a motion and look for a mover and seconder for the motion to proceed further.
 - (ii) Once moved and seconded be addressed by the mover to the meeting outlining the motion detail and then be opened for discussion.
 - (iii) Once opened for discussion amendments to the motion may be called for requiring a mover and seconder and the amendment shall be addressed within the confines of the original motion with a separate vote taken.
 - (iv) Amendments to the motion are not required to meet the notification time frames of the original motion and can be applied to the original motion prior to further discussion.
 - (v) Once discussion has concluded the motion tabled shall be voted on, inclusive of any amendments, in accordance with Rule 10.7
- 10.4.5 No item notified within the correct parameters of these rules shall be removed from the agenda of the meeting, or failed to be tabled, without a majority vote undertaken by the Delegates attending the meeting affirming an agreement for removal.

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, entities controlled by the Association and Directorships held on behalf of the Association internally and externally.
- 10.5.2 An **Annual General Meeting** of the **Members** of the Association may pass a resolution relating to the management of the Association, entities controlled by the Association and Directorships held on behalf of the Association internally and externally, but such resolution shall not be binding on the **Board** unless written into a rule change.

- 10.5.3 A report on the proceedings of the Association, entities controlled by the Association and Directorships or Governance positions held on behalf of the Association internally and externally during the preceding year shall be presented.
- 10.5.4 The audited Statement of Accounts and Balance Sheet of the Association and entities controlled by the Association, as defined in Rule 12.2 for the financial year end preceding the Annual General Meeting date shall be presented.
- 10.5.5 The offices of the **President** and the **Vice President** 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 The remuneration for the members of the **Board of Directors** for the ensuing year shall be submitted for approval in accordance with Rule 7.8.2
- 10.5.8 Other business shall be dealt with, contingent on 23 working days' notice having been given from any **Officer, Director** or **Branch** of the Association detailing the business to be dealt with.
- 10.5.9 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, or by necessity due to the inability of the **Board** to vote on a matter due to more than 50% of the **Board** being an interested party in the transaction.
- 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 requisitioners.
- 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 Written resolutions as defined under Section 89 of the incorporated Societies **Act** 2022 in lieu of a meeting are not allowed within these Rules.

10.7.3 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.

10.7.4 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.

10.7.5 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 10.7.3 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 or change in Rules initiated.

11. BRANCHES

11.1 **Affiliation of Branches**

The **Board** is empowered to grant and maintain formal affiliation with the Association to those **Branches** that 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 a General Meeting.

11.3 Objectives of Branches

The objectives of each **Branch** shall be:

- 11.3.1 To promote membership admission and recruitment.
- 11.3.2 To investigate complaints and ethical matters and make recommendations accordingly.
- 11.3.3 To investigate complaints under the **guarantee scheme** and make recommendations accordingly.
- 11.3.4 To undertake other matters as may be delegated to **Branches** by the Association or **Board** from time to time.
- 11.3.5 To levy and collect subscriptions, levies and funds as required by such **Branch** and on behalf of the Association.
- 11.3.6 To promote membership of the Association and the **Branch** of suitably qualified persons, firms or companies.
- 11.3.7 To promote and hold conferences, seminars, meetings and social functions of all kinds.
- 11.3.8 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**.
- 11.3.9 To nominate any person or persons for election as an **Officer** of the Association.
- 11.3.10 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.

11.4 Powers of Branches

Each **Branch** shall have such powers necessary to achieve the objectives set out in Rule 11.3 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:

- 11.4.1 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**.
- 11.4.2 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**.
- 11.4.3 To appoint and elect its Officers and a **Branch Committee**.
- 11.4.4 To impose a levy upon **Branch Members** for the purposes of the **Branch** if required

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

11.5 **Appeals against Decisions by Branches**

11.5.1 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 using the Dispute Resolution as determined in Clause 18 of these Rules.

11.5.2 The **Board** shall hear and consider the appeal in accordance and compliance with Schedule 2 of the Incorporated Societies Act 2022

11.5.3 The decision of the **Board** shall be final and conclusive on the **Member** and the **Branch**.

11.6 **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**.

11.7 **Wind-up of Branch**

Where a **Branch** is wound up and the **Branch** assets are required to pass to the Association, the Association will retain those assets separately.

The Association will unconditionally hold those assets on behalf of and for the exclusive use of the Association **Members** in the region covered by the former **Branch**.

In addition, the funds may be used by any existing adjacent **Branch**, or new **Branch** that may be formed in the geographical area originally covered by the former **Branch**, that is providing support to the **Members** in that area.

12. FINANCE & ANNUAL ACCOUNTS

12.1 The Financial year of the Association shall end on the 31st day of December 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 the audited Annual Statement of Accounts for the preceding year and a Balance Sheet of Assets and Liabilities of the Association and entities controlled by the Association for the financial year end preceding the **Annual General Meeting** date, 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 entities controlled by the Association shall be audited.

- 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 the Association or on behalf of the **Branches**.
- 12.5 All funds of the Association shall be paid into 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, within the confines of these Rules.
- 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 the following Standing Committees, in perpetuity subject to dissolution by Rule change, supporting and advising the **Board**.

Apart from the **Member** appointed Standing Committees, the **Board** shall appoint the members of Standing Committees annually at the first meeting of the **Board** which shall take place after **the Annual General Meeting** each year and the **Board** may fill any vacancy on such Standing Committees as may arise from time to time during any year, additional members may be seconded to any standing Committees on an as required term and basis, 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 The **Member** appointed National Presidents **Advisory Forum** (NPAF).
Refer to Section Nine of these rules relating to the membership and role of the NPAF.
- 13.1.2 An Appointments Advisory Committee composed of a NPAF nominated representative and such other additional members as may be appointed by the **Board**.
- 13.1.2.1 The role of the AAC is:
- (a) to formulate, for **Board** approval, a recruitment policy against each senior role of the Association as delegated to the Appointments Advisory Committee by the **Board** from time to time,

- (b) to review all applications received for vacant **Additional Director** position/s and senior management roles of the Association and to recommend to the **Board**, candidates who are assessed as meeting the required criteria. The AAC will eliminate those applications that do not meet the minimum criteria, lack the skill sets required or are deemed incompatible with the Governance role or with existing **Board** Members. Suitable applicants will then be recommended to the **Board** for appointment in accordance with Rule 7.3.1(c), and
 - (c) to support the **Board** in undertaking senior appointment processes and interviews leading to recommendations for appointments for roles determined as required by the **Board**, to interview and assess all nominees for the vacant **Member Director** position/s (Rule 7.3.1(b)) against position description criteria set by the **Board** and provide the nominees assessment to the **Branches** in accordance with Rule 7.3.1.5
- 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 7.1.3 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. ADMINISTRATIVE COMPLIANCE

14.1 **The Registered Office**

The Registered Office of the Association shall be at such place as may from time to time be determined by the **Board** and notified to the Registrar of Incorporated Societies.

14.2 **Official Contact Persons**

The **Board** of the Association will be responsible for ensuring that a contact person or Persons is/are appointed, to be the contact person/s for the Registrar as required under the Incorporated Societies **Act** 2022.

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.

Any resolution for changes to the rules must be passed by a majority of at least three-fifths 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 the 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.

17.3 No addition to, deletion from or alteration of the association rules shall be made which would allow personal pecuniary gain to any individuals.

The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

18. DISPUTE RESOLUTION

18.1 Where a dispute arises, a **Member**, an **Officer**, or the Society may make a complaint by giving to the **Board** (or complaints subcommittee) a written notice in accordance with Schedule 2 of the Incorporated Societies **Act** 2022.

18.2 As soon as reasonably practicable following receipt of a complaint, the dispute resolution procedures in Schedule 2 of the Incorporated Societies **Act** 2022 will be followed to resolve the dispute (subject to any dispute resolution **bylaws** of the Society).

- 18.3 The decision maker will be appointed by the **Board** or a complaint's subcommittee, depending on the complainant and any conflict of interest (**Board, Officer, or Member**), subject to compliance with the complaint's procedure bylaw and Schedule 2 of the Incorporated Societies **Act** 2022.

19. WINDING UP

- 19.1 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.
- 19.2 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 not be paid or distributed to any **Member** or individual but shall be distributed to one or more non-profit entities or registered charitable organisations that have the same or similar objectives to the Association. The determination and distribution to such entities shall be made by simple resolution in General Meeting.
- 19.3 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**.