

**TE RUNANGANUI O NGATI HIKAIRO
INCORPORATED**

KAWHIA

NGA KAUPAPA ME NGA MOEMOEA

Te Maunga o Pirongia, Te Awa o Oparau Te motu o Tiritirimatangi
Te Moana o Kawhia
Mawai ra e te iwi enei Taonga tuku iho a o tatou tupuna hei manaaki i roto i
Nga mahi o tenei ao hurihuri
Ma tatou peaa, nga uri o ratou ma.
Ma tatou hoki tenei mahi uaua,
Ma Te Runanganui o Ngati Hikairo.
E Kore e whati, e kore e warewaretia.
Engari mau tonu, mau tonu, mau tonu.
Tehei mauri ora.

Constitution and Rules

1 Introductory Rules

1.1 Name

The name of the society is Te Runanganui o Ngati Hikairo Incorporated (in these **Rules** referred to as the '**Society**').

1.2 Definitions

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

'Act' means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

'Annual General Meeting' means a meeting of the **Members** of the **Society** held once per year which, among other things, will receive and consider reports on the **Society's** activities and finances.

'Chair' means the **Committee Member** responsible for, among other things, overseeing the governance and operations of the **Society** and chairing **General Meetings**.

'Clear Days' means **complete days**, excluding the first and last-named days (for instance, excluding the date a Notice of meeting is posted or sent to Members and the date of the meeting).

'Committee Member' means a member of the **Committee**, including the **Chair, Secretary** and **Treasurer**.

'Deputy Chair' means the **Committee Member** elected or appointed to deputise in the absence of the Chair.

'Executive Committee' means the **Society's** governing body.

'General Meeting' means either an **Annual General Meeting** or a **Special General Meeting** of the **Society**.

'Matter' means (a) the **Society's** performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society**.

'Member' means a person properly admitted to the **Society** who has not ceased to be a member of the **Society**.

'Notice' to Members includes any notice given by post, courier, or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.

'Register of Interests' means the register of interests of **Committee Members** kept under these **Rules**.

'Register of Members' means the register of **Members** kept under these **Rules**.

'Rules' means the rules in this document.

'Secretary' means the **Committee Member** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Committee** meetings.

'Special General Meeting' means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

'Te Huinga Rangatahi' means the youth council of Ngati Hikairo iwi that represents rangatahi views and opinions within the governance of Ngati Hikairo.

'Te Kahui Kaumatua' means the kaumatua governance group that oversees the mauri, culture, tikanga and kawa of Ngati Hikairo iwi.

'Treasurer' means the **Committee Member** responsible for, among other things, overseeing the finances of the **Society**.

1.3 Purposes

1.3.1 The **Society** is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely:

- a) To foster and promote their Mauri (spiritual essence) so it becomes strong and vibrant.
- b) To foster and promote and expand the social, educational, economic, cultural, recreational, political, and sporting interests of all tribal members.
- c) To promote and foster tribal lore, language, and customs.
- d) To foster and promote effective use of all tribal lands, assets, and interests.
- e) To foster and promote education and training in all forms towards obtaining meaningful employment for all tribal members.
- f) To promote and assist in quality childcare and assist families who are undergoing difficulties in the community.
- g) To work in association with other Local and National health, welfare, and employment agencies.

- h) To liaise with or assist state departments or agencies and other organisations and bodies in the implementation of policy, Objectives, and functions.
- i) To investigate land issues and if necessary, investigate proceedings to resolve those issues.
- j) To conduct the business of Te Runanga in accordance with Kaupapa Maori.
- k) To undertake the negotiations and settlement of the Ngati Hikairo Treaty of Waitangi Claims with the Government, iwi and other relevant organisations.
- l) To undertake the establishment of a post settlement iwi governance and operating structure to manage any assets acquired through the settlement of Ngati Hikairo Treaty of Waitangi Claims.
- m) Generally, to purchase, build, sell, exchange, lease or rent any real or personal property of Te Runanga, to borrow or raise any sums of money to invest any funds, to confer gifts or donations and to promote all activities necessary to achieve the objects of Te Runanga.
- n) To consider any matters affecting the interests of tribal members of the Runanga, in matters of public interest and to the widest possible discussion of such issues.
- o) Any income, benefit, or advantage must be used to advance the charitable purposes of the Society.
- p) No Member, or Associated Person, can take part in, or influence any decision made by the Society in respect of payments to, or on behalf of, the Member or Associated Person of any income, benefit, or advantage.
- q) Any payments made to a Member or Associated Person must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

1.4 Tikanga / Culture

- 1.4.1 The tikanga or culture of the **Society** shall be Ngati Hikairo Tikanga and Kawa as set by Te Kahui Kaumatua and these **Rules** shall be interpreted having regard to that tikanga or culture.

1.5 Act and Regulations

- 1.5.1 Nothing in this Constitution authorises the Society to do anything which contravenes or is inconsistent with the Statute, any regulations made under the Statute, or any other legislation.

1.6 Registered Office

1.6.1 The Registered Office of the **Society** shall be at such place in New Zealand as the **Executive Committee** from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Statute.

1.7 Power to Borrow Money

1.7.1 The **Society** has the power to borrow money and ensure that such financial transactions are undertaken with all due diligence and in the interest of the future financial sustainability of the Society.

1.8 Other Powers

1.8.1 In addition to its statutory powers, the **Society**:

- a) may use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate, and
- b) may invest in any investment in which a trustee may lawfully invest.

2 Society Governance Structure

The Society has three components to the governance structure of Te Runanganui o Ngati Hikairo which comprises:

2.1 Te Kahui Kaumatua

2.1.1 Kaumatua are the traditional advisory body to guide Ngati Hikairo and its governance on matters Maori and in Maori protocol as and when required.

2.1.2 Te Kahui Kaumatua represent the elders of Ngati Hikairo and its membership is determined by Te Kahui Kaumatua.

2.1.3 The key responsibility of Te Kahui Kaumatua in association with the **Executive Committee** is to protect the Mauri of Ngati Hikairo.

2.1.4 Where Te Kahui Kaumatua consider that the Mauri is in jeopardy then they are entitled to call a Special General Meeting to set out their concerns and agree with Ngati Hikairo iwi on a way forward.

2.1.5 Te Kahui Kaumatua shall represent the culture, tikanga and kawa interests of Ngati Hikairo nationally and internationally. Te Kahui Kaumatua shall advise the **Executive Committee** prior to any such events or circumstances.

2.1.6 Te Kahui Kaumatua shall confirm 1 member onto the **Executive Committee** and that this member shall be at the discretion of Te Kahui Kaumatua. This role will not be required to be elected as part of the AGM. However, the Te Kahui Kaumatua representative must be able to meet the committee membership qualifications as set out in this constitution.

2.2 Te Huinga Rangatahi

2.2.1 Te Huinga Rangatahi is the youth council of Te Runanganui o Ngati Hikairo and represent the interests of Rangatahi within the Governance of Te Runanganui o Ngati Hikairo.

2.2.2 Te Huinga Rangatahi shall confirm 1 member onto the **Executive Committee** and that this member shall be at the discretion of Te Huinga Rangatahi. This role will not be required to be elected as part of the AGM. However, the Te Huinga Rangatahi representative must be able to meet the committee membership qualifications as set out in this constitution.

2.3 Executive Committee

2.3.1 **Executive Committee** is the governance of Te Runanganui o Ngati Hikairo. The Constitution sets out the role, and responsibilities of the Executive Committee.

3 Members

3.1 Minimum Number of Members

3.1.1 The **Society** shall maintain the minimum number of **Members** required by the **Act**.

3.2 Membership

3.2.1 Membership of Te Runanganui o Ngati Hikairo will include all Hapu (tribes) under Te Maru o Hikairo (The protection and influence).

3.2.2 Membership of Te Runanganui o Ngati Hikairo will be descendants of Hikairo 1st and 2nd.

3.2.3 Membership of Te Runanganui o Ngati Hikairo shall include all spouses and children.

3.3 Becoming a Member: consent

3.3.1 Every applicant for membership must consent in writing to becoming a **Member**.

3.4 Becoming a Member: process

3.4.1 An applicant for membership must complete and sign any application form, supply any information, or be contacted, as required by the **Executive Committee**.

3.4.2 The **Executive Committee** may accept or decline an application for membership. The **Executive Committee** must advise the applicant of its decision (but is not required to provide reasons for that decision).

3.5 Obligations and Rights

3.5.1 Every **Member** shall provide the **Society** with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **Society** of any changes to those details.

3.5.2 Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Society**.

3.6 Other Obligations and Rights

3.6.1 All **Members** (including **Executive Committee Members**) shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.

3.6.2 A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Society's** premises, facilities, equipment and other property), but no **Member** is liable for an obligation of the **Society** by reason only of being a **Member**.

3.6.3 The **Executive Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Society**, including any conditions of and fees for such access or use.

3.7 Ceasing to be a Member

3.7.1 A **Member** ceases to be a **Member**:

- a) on death, or
- b) by resignation from that **Member's** class of membership by notice to the **Secretary**,
or
- c) on termination of a **Member's** membership following a dispute resolution process under these **Rules**.

3.7.2 With effect from the death of the **Member** or the date of receipt by the **Secretary**, or any subsequent date stated in the notice of resignation, or termination of membership following a dispute resolution process under these **Rules**.

3.8 Obligations on Resignation

3.8.1 A **Member** who resigns or whose membership is terminated under these **Rules**:

- a) shall cease to hold himself or herself out as a **Member** of the **Society**, and

- b) shall return to the **Society** all material provided to **Members** by the **Society** (including any membership certificate, badges, handbooks and manuals).
- c) shall cease to be entitled to any of the rights of a **Society Member**.

3.9 Becoming a Member Again

- 3.9.1 Any former **Member** may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of the **Executive Committee**.
- 3.9.2 However, if a former **Member's** membership was terminated following a dispute resolution process, the applicant may be re-admitted only by a **General Meeting** on the recommendation of the **Committee**.

4 General meetings

4.1 Annual General Meetings

- 4.1.1 An **Annual General Meeting** shall be held once a year on a date and at a location determined by the **Executive Committee** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.

4.2 Annual General Meetings: business

- 4.2.1 The business of an **Annual General Meeting** shall be to:
 - a) confirm the minutes of previous **Society Meeting(s)**,
 - b) adopt the annual report on **Society** business,
 - c) adopt the **Treasurer's** report on the finances of the **Society**, and the annual financial statements,
 - d) consider any motions,
 - e) consider any general business.
- 4.2.2 The **Executive Committee** must, at each Annual General Meeting, present the following information:
 - a) an annual report on the affairs of the **Society** during the most recently completed accounting period,
 - b) the annual financial statements for that period, and
 - c) notice of any disclosures of conflicts of interest made by **Committee Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

4.3 Special General Meetings

- 4.3.1 **Special General Meetings** may be called at any time by the **Executive Committee** by resolution. The **Executive Committee** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least **10 Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.
- 4.3.2 The **Rules** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Executive Committee's** resolution or the written request by **Members** for the Meeting.

4.4 Procedure

- 4.4.1 The **Executive Committee** shall give all **Members** at least 21 **Clear Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.
- 4.4.2 The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.
- 4.4.3 All **Members** may attend, speak and vote at **General Meetings**:
- a) in person, or
 - b) by a signed original written proxy (copy is not acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed or emailed to, the **Secretary** before the commencement of the **General Meeting**.
- 4.4.4 No **General Meeting** may be held unless at least 25 percent of eligible **Members** attend. This will constitute a quorum.
- 4.4.5 If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Chair** of the **Society**, and if at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.
- 4.4.6 **General Meetings** may be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each member a reasonable opportunity to participate.
- 4.4.7 All **General Meetings** shall be chaired by the **Chair**. If the **Chair** is absent, the meeting shall elect another Committee Member to chair that meeting.

4.4.8 Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote - a casting vote.

4.4.9 Any person chairing a **General Meeting** may:

- a) With the consent of any at that **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- b) Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting, and
- c) In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.

4.4.10 The **Executive Committee** may put forward motions for the **Society** to vote on (**'Committee Motions'**), which shall be notified to Members with the notice of the **General Meeting**.

4.4.11 Any **Member** may request that a motion be voted on (**'Member's Motion'**) at a **General Meeting**, by giving notice to the **Secretary** at least 7 **Clear Days** before that meeting. The **Member** may also provide information in support of the motion (**'Member's Information'**).

4.5 Minutes

4.5.1 Minutes must be kept by the **Secretary** of all **General Meetings**.

5 Executive Committee

5.1 Composition

5.1.1 The **Executive Committee** will consist of up to 6 **Committee Members** who are:

- a) **Members** under the rules of this constitution; and
- b) natural persons; and
- c) not disqualified by these **Rules** or the **Act**.

5.1.2 The **Committee** will include:

- a) **Chair**,
- b) **Deputy Chair**,
- c) **Secretary** and a **Treasurer**, who may be the same person,
- d) **Te Kahui Kaumatua** representative,

- e) **Te Huinga Rangatahi** Representative. and
- f) not fewer than 4 or more than 6 other **Committee Members**.

5.1.3 The Society shall specify in position descriptions the purpose, scope and accountability for the office holders and committee members roles.

5.2 Qualifications

5.2.1 Prior to election or appointment, every **Committee Member** must consent in writing to be a **Committee Member** and certify in writing that they are not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act**.

5.2.2 The following persons are disqualified from being appointed or holding office as a **Committee Member**:

- a) a person who is under 16 years of age,
- b) a person who is an undischarged bankrupt,
- c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
- d) a person who is disqualified from being a member of the **Committee** of a charitable entity under section 31(4)(b) of the Charities Act 2005,
- e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 - i. an offence under subpart 6 of Part 4,
 - ii. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961),
 - iii. an offence under section 143B of the Tax Administration Act 1994,
 - iv. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii),
 - v. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere.
- f) a person subject to:
 - i. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
 - ii. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
 - iii. a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.
 - iv. a person who is disqualified from being a member of the **Committee** of a charitable entity under section 16 of the Charities Act 2005.

5.3 Election or Appointment

5.3.1 The election of **Executive Committee Members** shall be conducted as follows:

- a) At least seven **Clear Days** before the date of the **Annual General Meeting**, the **Secretary** shall give **Notice** to all **Members** by posting or emailing to them such information (not exceeding one side of an A4 sheet of paper) as may be supplied to the **Secretary** by or on behalf of each nominee, in support of the nomination.
- b) Only **Members** who are not disqualified from being appointed or holding office as an **Executive Committee Member** by these **Rules** or the **Act** may stand for election and vote in elections.
- c) If there are insufficient valid nominations received under this Rule, but not otherwise, further nominations may be received from the floor at the **Annual General Meeting**.
- d) Votes shall be cast in such a manner as the chairperson of the **Annual General Meeting** shall determine.
- e) Two **Members** (who are not nominees) or non-**Members** appointed by the chairperson of the **Annual General Meeting** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- f) The failure for any reason of any **Member** to receive such **Notice** shall not invalidate the election.
- g) In the event of any vote being tied the tie shall be resolved by the incoming **Executive Committee** (excluding those in respect of whom the votes are tied).

5.4 Term

5.4.1 The term of office for all **Executive Committee Members** shall be 2 year(s), expiring at the end of the **Annual General Meeting**. In the year corresponding with the last year of each **Committee Member's** term of office.

5.4.2 No **Committee Member** shall serve for more than 5 consecutive terms.

5.4.3 No **Chair** shall serve for more than 5 consecutive terms as **Chair**.

5.5 Removal

Where a complaint is made about the actions or inaction of an **Executive Committee Member** (and not in the **Committee Member's** capacity as a Member of the **Society**) the following steps shall be taken:

- a) The **Executive Committee Member** who is the subject of the complaint, must be advised of all details of the complaint which includes any alleged breach of the confidentiality of deliberation provisions set out in this constitution.
- b) The **Executive Committee Member** who is the subject of the complaint, must be given adequate time to prepare a response.

- c) The complainant and the **Executive Committee Member** who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing or at an oral hearing by the **Executive Committee** (excluding the **Executive Committee Member** who is the subject of the complaint) if it considers that an oral hearing is required.
- d) Any oral hearing shall be held by the **Executive Committee** (excluding the **Executive Committee Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the **Executive Committee** (excluding the **Executive Committee Member** who is the subject of the complaint).
- e) If the complaint is upheld the **Executive Committee Member** may be removed from the **Executive Committee** by a resolution of the **Executive Committee** or of a **General Meeting**, in either case passed by a two-thirds majority of those present and voting.

5.6 Cessation of Committee membership

- 5.6.1 An **Executive Committee Member** shall be deemed to have ceased to be an **Executive Committee Member** if that person ceases to be a **Member**.
- 5.6.2 Each **Executive Committee Member** shall within 14 **Clear Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of the **Society** held by such former **Executive Committee Member**.

5.7 Functions

- 5.7.1 From the end of each **Annual General Meeting** until the end of the next, the Society shall be governed by the **Executive Committee**, which shall be accountable to the **Members** for the advancement of the **Society's** purposes and the implementation of resolutions approved by any **General Meeting**.

5.8 Officers' duties Mandatory

- 5.8.1 At all times each **Executive Committee Member**:
 - a) shall act in good faith and in what he or she believes to be the best interests of the **Society**,
 - b) must exercise all powers for a proper purpose,
 - c) must not act, or agree to the **Society** acting, in a manner that contravenes the Statute or this Constitution,
 - d) when exercising powers or performing duties as an **Executive Committee Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of the **Society**, the nature of the decision, and the position of the **Executive Committee Member** and the nature of the responsibilities undertaken by him or her,

- e) must not agree to the activities of the **Society** being carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, or cause or allow the activities of the **Society** to be carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors,
- f) must not agree to the **Society** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Society** will be able to perform the obligation when it is required to do so, and
- g) if during the term of the committee, a committee member resigns, or there are insufficient numbers on the committee, then the committee can by resolution appoint new committee members. The new **Executive Committee** members must meet the obligations set out in the qualifications section of this constitution.

5.9 Powers

5.9.1 Subject to these **Rules** and any resolution of any **General Meeting** the Committee may:

- a) exercise all the **Society's** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **Society** in **General Meeting**, and
- b) enter into contracts on behalf of the **Society** or delegate such power to an **Executive Committee Member**, sub-committee, employee, or other person.

5.10 Sub-committees

5.10.1 The **Executive Committee** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Society**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Executive Committee**:

- a) the quorum of every sub-committee is half the members of the sub-committee,
- b) no sub-committee shall have power to co-opt additional members,
- c) a sub-committee must not commit the **Society** to any financial expenditure without express authority, and
- d) a sub-committee must not further delegate any of its powers.

5.11 Confidentiality of Deliberations

5.11.1 The deliberations of the **Executive Committee** and any special Sub Committee shall at all times be confidential to the **Executive Committee**, except when the **Executive Committee** may, at its discretion, appoint a spokesperson to disclose such information as it deems necessary to whoever it considers relevant.

5.11.2 The **Executive Committee** may at its discretion, decide that all or any part of or one of the details of its deliberation be confidential.

5.11.3 Any member of the **Executive Committee** or Sub Committee who breaches confidentiality as set out above will be subject to the dispute provisions in this constitution. Until this dispute has been resolved, the **Executive Committee** Member or Sub Committee Member may not take part of the respective committee proceedings.

5.12 General Issues

5.12.1 The **Executive Committee** and any sub-committee may act by resolution approved in the course of a telephone conference call or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Executive Committee** meeting.

5.12.2 Other than as prescribed by the **Act** or these **Rules**, the **Executive Committee** or any sub-committee may regulate its proceedings as it thinks fit.

5.12.3 Subject to the **Act**, these **Rules** and the resolutions of **General Meetings**, the decisions of the **Executive Committee** on the interpretation of these **Rules** and all matters dealt with by it in accordance with these **Rules** and on matters not provided for in these Rules shall be final and binding on all **Members**.

5.13 Conflicts of Interest

5.13.1 A member of the **Executive Committee** and/or of a sub-committee is interested in a matter if the member of the **Executive Committee** and/or sub-committee:

- a) may obtain a financial benefit from the matter; or
- b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
- c) may have a financial interest in a person to whom the matter relates; or
- d) is a partner, director, member of the **Executive Committee** and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.

5.13.2 However, a member of the **Executive Committee** and/or sub-committee is not interested in a matter—

- a) merely because the member of the **Executive Committee** and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or
- b) if the member of the **Executive Committee's** and/or sub-committee's interest is the same or substantially the same as the benefit or interest of all or most other **Members** due to the membership of those **Members**; or

- c) if the member of the **Executive Committee's** and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Executive Committee** in carrying out the member of the **Executive Committee's** and/or sub-committee's responsibilities under the **Act** or the **Rules**; or
- d) if the member of the **Executive Committee** and/or sub-committee is a member of the committee of a union and the member of the **Executive Committee's** and/or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

5.13.3 A member of the **Executive Committee** and/or sub-committee who is interested in a matter relating to the **Society** must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified)—

- a) to the **Executive Committee** and/or sub-committee; and
- b) in an interest register kept by the **Executive Committee**.
- c) Disclosure must be made as soon as practicable after the member of the **Executive Committee** and/or sub-committee becomes aware that they are interested in the matter.

5.13.4 A member of the **Executive Committee** and/or sub-committee who is interested in a matter—

- a) must not vote or take part in the decision of the **Executive Committee** and/or sub-committee relating to the matter; and
- b) must not sign any document relating to the entry into a transaction or the initiation of the matter; but
- c) may take part in any discussion of the **Executive Committee** and/or sub-committee relating to the matter and be present at the time of the decision of the **Executive Committee** and/or sub-committee (unless the **Executive Committee** and/or sub-committee decides otherwise).

5.13.5 However a member of the **Executive Committee** and/or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

5.14.5 Where 50 per cent or more of **Committee Members** are prevented from voting on a matter because they are interested in that matter, a **Special General Meeting** must be called to consider and determine the matter, unless all non-interested members agree otherwise, and where 50 per cent or more of the members of a sub-committee are prevented from voting on a matter because they are interested in that matter, the **Executive Committee** shall consider and determine the matter.

6 Committee meetings

6.1 Frequency

6.1.1 The **Executive Committee** shall meet at least monthly (but need only meet once in the December-January period) at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chair** or **Secretary**.

6.2 Procedure

6.2.1 The quorum for **Executive Committee** meetings is at least half the number of Committee Members.

6.2.2 The Chair and Secretary shall prepare Agenda and Minutes of Committee proceedings.

7 Records

7.1 Register of Members

7.1.1 The **Secretary** shall keep an up-to-date **Register of Members**, recording for each **Member** their name, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by Regulations under **the Act**.

7.2 Contents of Register of Members

7.2.1 The information contained in the **Register of Members** shall include each **Member's**:

- a) postal address
- b) phone number (landline and/or mobile)
- c) email address (if any)
- d) the date the **Member** became a **Member**, and
- e) occupation.

7.2.2 **Member** shall promptly advise the **Secretary** of any change of their contact details.

7.3 Access to Register of members

7.3.1 With reasonable notice and at reasonable times, the **Secretary** shall make the **Register of Members** available for inspection by **Members** and **Committee Members**. However, no access will be given to information on the **Register of Members** to **Members** or any other person, other than as required by law.

7.4 Register of interests

7.4.1 The **Secretary** shall at all times maintain an up-to-date register of the interests disclosed by **Committee Members**.

7.5 Access to other information

- 7.5.1 A **Member** may at any time make a written request to a society for information held by the society.
- 7.5.2 The request must specify the information sought in sufficient detail to enable the information to be identified.
- 7.5.3 The **Society** must, within a reasonable time after receiving a request:
- a) provide the information, or
 - b) agree to provide the information within a specified period, or
 - c) agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Society** (which must be specified and explained) to meet the cost of providing the information, or
 - d) refuse to provide the information, specifying the reasons for the refusal.
- 7.5.4 Without limiting the reasons for which the **Society** may refuse to provide the information, the **Society** may refuse to provide the information if:
- a) withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
 - b) the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Society** or of any of its **Members**, or
 - c) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Society**, or
 - d) withholding the information is necessary to maintain legal professional privilege, or
 - e) the disclosure of the information would, or would be likely to, breach an enactment, or
 - f) the burden to the society in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information, or
 - g) the request for the information is frivolous or vexatious.
- 7.5.5 If the **Society** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 working days after receiving notification of the charge, the **Member** informs the **Society**.
- a) that the **Member** will pay the charge; or
 - b) that the **Member** considers the charge to be unreasonable.
- 7.5.6 Nothing in this Rule limits Information Privacy Principle 6 of the Privacy Act 1993.

8 Finances

8.1 Control and management

- 8.1.1 The funds and property of the **Society** shall be:
- a) controlled, invested and disposed of by the **Committee**, subject to these **Rules**, and
 - b) devoted solely to the promotion of the purposes of the **Society**.

9 Balance Date

- 9.1 The **Society's** financial year shall commence on 1 July of each year and end on 30 June (the latter date being the **Society's** balance date).

10 Dispute resolution

10.1 Raising Individual Member Disputes

- 10.1.1 Any grievance by a **Member**, and any complaint by any individual member, is to be lodged by the complainant with the **Secretary** in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All **Members** (including the **Executive Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Society's** activities.
- 10.1.2 Where a Committee Member has breached the Confidentiality of Deliberations provisions set out in these rules, then the matter will be dealt with through the dispute resolution provisions of these rules.
- 10.1.3 The complainant raising a grievance or complaint, and the **Executive Committee**, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

10.2 Investigating Disputes

- 10.2.1 This rule concerns any grievances of members relating to their rights and interests as **Members**, and any complaints concerning the alleged conduct or discipline of members, collectively referred to as "disputes."
- 10.2.2 These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.
- 10.2.3 Rather than investigate and deal with any grievance or complaint, the **Committee** may:
- a) appoint a sub-committee to deal with the same, or

- b) refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied.

10.2.4 The **Executive Committee** or any such sub-committee or person considering any grievance or complaint is referred to hereafter as the "decision-maker".

10.2.5 The decision-maker:

- a) shall consider whether to investigate and deal with the grievance or complaint, and
- b) may decline to do so (for instance, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to **Members'** interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the **Society**).

10.2.6 Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:

- a) The complainant and the **Member**, or the **Society**, which is the subject of the grievance, must be advised of all details of the grievance.
- b) The **Member**, or the **Society**, which is the subject of the grievance, must be given an adequate time to prepare a response.
- c) The complainant and the **Member**, or the **Society**, which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- d) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

10.2.7 Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:

- a) The complainant and the **Member** complained against must be advised of all allegations concerning the **Member**, and all details of the complaint.
- b) The **Member** complained against must be given an adequate time to prepare a response.
- c) The **Member** complained against must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- d) Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

10.2.8 A **Member** may not make a decision on or participate as a decision-maker in regard to a grievance or complaint, if two or more **Committee Members**, or the decision-maker, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a predetermined view. Such a decision must take into account the context of the **Society** and the particular case and may include consideration of facts known by the other **Members** about the decision-maker, so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially.

10.3 Resolving Disputes

10.3.1 The decision-maker may:

- a) dismiss a grievance or complaint, or
- b) uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the **Society** and **Members** shall comply),
- c) uphold a complaint and:
 - i. reprimand or admonish the **Member**, and/or
 - ii. suspend the **Member** from membership for a specified period, or terminate the **Member's** membership, and/or
 - iii. order the complainant (if a **Member**) or the **Member** complained against, to meet any of the **Society's** reasonable costs in dealing with a complaint.

10.4 Hapu Disputes

10.4.1 In the event of any conflict or dispute arising between constituent Hapu then the issues should be resolved between the hapu involved in any dispute.

10.4.2 Should the dispute adversely affect the wider Ngati Hikairo iwi then the constituent hapu and the Runanga shall call a special general meeting for the purposes of resolving the dispute. Every effort shall be made by Te Runanganui o Ngati Hikairo to resolve any dispute.

11 Protection of IWI WAHO

11.1 The Runanga acknowledge the presence and worth of **Iwi Waho** in its traditional boundaries and declares its intention to treat **Iwi Waho** in a charitable and honourable way.

12 Taurahere Within Runanganui Boundaries

- 12.1 Te Runanganui o Ngati Hikairo acknowledge the presence of other iwi within its boundaries and recognise their rights to establish Taurahere to service their whanau residing within our rohe and outside their Noho Tuturu (Home Area)

13 Alterations to the Rules

13.1 Amending these Rules

- 13.1.1 The **Society** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.
- 13.1.2 Any proposed motion to amend or replace these **Rules** shall be signed by at least 5 per cent of eligible **Members** and given in writing to the **Secretary** at least 10 **Clear Days** before the **General Meeting** at which the motion is to be considered and accompanied by a written explanation of the reasons for the proposal.
- 13.1.3 At least 7 **Clear Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Executive Committee** has.
- 13.1.4 When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in **the Act** for registration and shall take effect from the date of registration.
- 13.1.5 When an amendment is approved by a **General Meeting** it shall be provided to Charities Services within three months of the date of the amendment.

14 Winding Up

14.1 Process

- 14.1.1 The **Society** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.
- 14.1.2 The **Secretary** shall give **Notice** to all **Members** of the proposed motion to wind up the **Society** or remove it from the Register of Incorporated Societies and of the **General Meeting** at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the **Executive Committee** in respect to such notice of motion.
- 14.1.3 Any resolution to wind up the **Society** or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.

14.2 Surplus Assets

14.2.1 If the **Society** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property remains after the settlement of the **Society's** debts and liabilities, that property must be given or transferred to another organisation for a similar charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

13 Other

13.1 Common Seal

13.1.1 The common seal of the **Society** must be kept in the custody of the **Secretary**.

13.1.2 The common seal may be affixed to any document:

- a) by resolution of the **Executive Committee**, and must be countersigned by two **Committee Members** or by one **Executive Committee Member** and the **Chair**
- b) by such other means as the **Executive Committee** may resolve from time to time.

13.2 Contact person

13.2.1 The **Society's** Contact Officer must be:

- a) At least 18 years of age, and
- b) A Committee Member, and
- c) At all times be resident in New Zealand, and
- d) Not disqualified under the Statute from holding that office
- e) and shall be the Secretary.

13.2.2 Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 **Clear Days** of that change occurring, or the **Society** becoming aware of the change.

13.3 Bylaws

13.3.1 The **Committee** from time to time may make and amend bylaws, and policies for the conduct and control of **Society** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with the **Act**, regulations made under the **Act**, or these **Rules**.