

Constitution rules

Introductory rules

Name

The name of the Association is NGA POU A TANE INCORPORATED (in these **Rules** referred to as the '**Association**').

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 **Association** held once per year which, among other things, will receive and consider reports on the **Association's** activities and finances.

'**Associated Person**' means a person who:

- may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Poari Member**, or in any **General Meeting**, or otherwise for the **Association**) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member**
- may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Poari Member**, or in any **General Meeting**, or otherwise for the **Association**) relates
- is a partner, director, officer, **Poari** member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Poari Member**, or in any **General Meeting**, or otherwise for the **Association**) relates
- may be interested in the matter because the Association's constitution so provides.

but no such **Member** shall be deemed to have any such interest:

- merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or

- if that **Member**'s interest is the same or substantially the same as the benefit or interest of all or most other members of the **Association** due to the membership of those members; or
- if that **Member**'s interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that **Member** in carrying out that **Member**'s responsibilities under this Act or the **Association**'s constitution; or

if that **Member** is an officer of a union and that **Member**'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.

Branch or Region means a geographical subgroup of the Association that has been given branch status by the **Poari**.

'**Heamana**' means the **Poari Member** responsible for, among other things, overseeing the governance and operations of the **Association** 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).

'**Poari**' means (Board) the **Association**'s governing body.

'**Poari Member**' means a member of the **Poari**, including the **Heamana**, **Secretary** and **Treasurer**.

'**Deputy Heamana**' means the **Poari Member** elected or appointed to deputise in the absence of the **Heamana**.

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

'**Matter**' means (a) the **Association**'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 **Association**.

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

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

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

‘Treasurer’ means the **Poari Member** responsible for, among other things, overseeing the finances of the **Association**.

Purposes

The primary purposes of the **Association** are to:

- **Te whanake me te pupuri i tētahi hanganga tautoko whakakaurahi mā ngā rōpū ā-rohe, e taea ai te whakamana i te Māori i roto i te raupapa uara mahi ngahere**
Develop and maintain an augmented support structure through regional branches that enable and empower Māori both in, and into the forestry value chain.
- **Te mahitahi i te taha o te Karauna hei reo mārohirohi, whai wheako, whaihua, māngai hoki hei whakaawe i te kāwanatanga mō te taha ki ngā hapori ngahere Māori me ngā kaitiaki whenua, ki te whakawhanake kaupapa here hei āwhina i ngā wawata o aua hapori i te raupapa uara mahi ngahere me te kaupare i ngā pāpātanga o ngā panonitanga ture, waeture hoki o nāianeī, o anamata.**
Partner the Crown with a constructive and powerful voice, representing Māori communities and landowners to develop policy that furthers Māori aspirations in the forestry value chain and obviate negative policy impacts both prospective and retrospectively.

The **Association** must not operate for the purpose of, or with the effect of:

- any **Member** of the **Association** deriving any personal financial gain from membership of the **Association**, other than as may be permitted by law, or
- returning all or part of the surplus generated by the **Association’s** operations to **Members**, in money or in kind, or
- conferring any kind of ownership in the **Association’s** assets on **Members**

but the **Association** will not operate for the financial gain of **Members** simply if the **Association**:

- engages in trade,

- for matters that are incidental to the purposes of the **Association**, pays a **Member** of the **Association** that is a body corporate that is not, or are the trustees of a trust that are not, carried on for the private pecuniary profit of any individual,
- reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Association** or while pursuing the **Association's** purposes,
- provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
- pays a **Member** a salary or wages or other payments for services to the **Association** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the **Member** than those terms),
- pays any **Member** interest at no more than current commercial rates on loans made by that **Member** to the **Association**, or
- provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Association**.

No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by the **Association** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.

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.

Tikanga / Culture

Our Tirohanga Angamua:

- He whakatupu i te manawaroatanga tuku iho i ō tātou hapori mā te mahi ngahere.
Building intergenerational resilience in our communities through forestry.

We will use the following tikanga in our decision making:

- • Consensus based decision making, acceptance of ambiguity and tactical incongruity.
- • Purposeful legacy/ intergenerational bias
- • Build resilience in Māori communities.
- • Empowering actions

and these **Rules** shall be interpreted having regard to our tikanga or culture.

Act and Regulations

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

Registered office

The Registered Office of the **Association** shall be at such place in New Zealand as the **Poari** 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.

Power to borrow money

The **Association** has the power to borrow money.

Other powers

In addition to its statutory powers, the **Association**:

- 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
- may invest in any investment in which a trustee may lawfully invest.

Members

Minimum number of members

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

Types of members

The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

- **Member:** A **Member** is an individual or body corporate admitted to membership under these **Rules** and who or which has not ceased to be a **Member**.
- **Life Member:** A **Life Member** is a person honoured for highly valued services to the **Association** elected as a **Life Member** by resolution of a **General Meeting** passed by a two-thirds majority of those **Members** present and voting. A **Life Member** shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying subscriptions.
- **Honorary Member:** An **Honorary Member** is a person honoured for services to the **Association** or in an associated field elected as an **Honorary Member** by resolution of a **General Meeting** passed by a two-thirds majority of those present and voting. An **Honorary Member** has no membership rights, privileges or duties.

Becoming a member: consent

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

Becoming a member: process

An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as required by the **Poari**.

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

Obligations and rights

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

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

Other obligations and rights

All **Members** (including **Poari Members**) shall promote the interests and purposes of the **Association** and shall do nothing to bring the **Association** into disrepute.

A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Association's** premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the **Association** by due date, but no **Member** or Life **Member** is liable for an obligation of the **Association** by reason only of being a **Member**.

Any **Member** that is a body corporate shall provide the **Secretary** with the name and contact details of the person who is the organisation's authorised representative, and that person shall be deemed to be the organisation's proxy for the purposes of voting at **General Meetings**.

The **Poari** 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 **Association**, including any conditions of and fees for such access or use.

Subscriptions and fees

The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting** (which can also decide that payment be made by periodic instalments).

Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 3 calendar month(s) of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Association** activity or to access or use the **Association's** premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 3 months of the due date for payment of the subscription, any other fees, or levy the **Poari** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

Ceasing to be a member

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

- on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership), or
- by resignation from that **Member**'s class of membership by notice to the **Secretary**, or
- on termination of a **Member**'s membership following a dispute resolution process under these **Rules**.

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**.

Obligations on resignation

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

- remains liable to pay all subscriptions and other fees to the **Association**'s next balance date,
- shall cease to hold himself or herself out as a **Member** of the **Association**, and
- shall return to the **Association** all material provided to **Members** by the **Association** (including any membership certificate, badges, handbooks and manuals).
- shall cease to be entitled to any of the rights of an **Association Member**.

Becoming a member again

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 **Poari**.

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 **Poari**.

General meetings

Annual General Meetings

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

Annual General Meetings: business

The business of an **Annual General Meeting** shall be to:

- confirm the minutes of previous **Association Meeting(s)**,
- adopt the annual report on **Association** business,
- adopt the **Treasurer's** report on the finances of the **Association**, and the annual financial statements,
- set any subscriptions for the current financial year,
- consider any motions,
- consider any general business.

The **Poari** must, at each Annual General Meeting, present the following information:

- an annual report on the affairs of the **Association** during the most recently completed accounting period,
- the annual financial statements for that period, and
- notice of any disclosures of conflicts of interest made by **Poari Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

Special General Meetings

Special General Meetings may be called at any time by the **Poari** by resolution. The **Poari** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 25 per cent of **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

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 **Poari**'s resolution or the written request by **Members** for the Meeting.

Procedure

The **Poari** shall give all **Members** at least 10 **Clear Days**' Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.

All financial **Members** may attend, speak and vote at **General Meetings**:

- in person, or
- in person via digital means (where this is made available), or
- by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Secretary** before the commencement of the **General Meeting**, or
- through the authorised representative of a body corporate as notified to the **Secretary**, and
- No other proxy voting shall be permitted.

No **General Meeting** may be held unless at least 10 percent of eligible financial **Members** attend. This will constitute a quorum.

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 **Heamana** of the **Association**, 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.

- **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.
- All **General Meetings** shall be chaired by the **Heamana**. If the **Heamana** is absent, the Deputy or Vice **Heamana** shall chair that meeting.
- Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote
- Any person chairing a **General Meeting** may:

- With the consent of any 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.
 - 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
 - In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.
- The **Poari** may put forward motions for the **Association** to vote on (**'Poari Motions'**), which shall be notified to **Members** with the notice of the **General Meeting**.
 - 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 30 **Clear Days** before that meeting. The **Member** may also provide information in support of the motion (**'Member's Information'**).

Minutes

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

Branches/ Regions

Branches or **Regions** of the Association may be established by groups of members applying to the **Poari** and the **Poari** approving the application.

Approval will include the geographic area of each **Branch** and the **Poari** may in its discretion grant **Branch** or Regional status to any existing organisation having similar objects to the Association, subject to such organisation adopting the rules of the Association.

The name of each **Branch** or **Region** of the Association may vary in each district or place but the naming of all **Branches** shall be subject to the following conditions:

- (i) The original name proposed and any change of name from time to time proposed shall be subject to the prior approval of the **Poari**
- (ii) Any name from time to time adopted by a **Branch** or **Region** shall in no way conflict with the objects of the Association set out in these Rules.
- (iii) On official documents a **Branch** or **Region** should include the words "He Kahui o Nga Pou a Tane", or "He Rohe o Nga Pou a Tane" in brackets after its name.

Use of the name "National Maori Forestry Association Incorporated" as a substitute for to "Nga Pou a Tane" is permitted on communications as follows:

- Nga Pou a Tane (National Māori Forestry Association) or;
- Nga Pou a Tane (NMFA).

Each **Branch** or **Region** shall have a committee which shall consist of a Chairperson, Secretary, Treasurer and such further members as may be decided by the **Branch Members** all of whom shall be elected at the Annual Meeting of the **Branch**. One person may hold both offices of Secretary and Treasurer.

Branches and **Regions** shall have power to make by-laws for their own government not inconsistent with these Rules.

Subject to these Rules, **Branches** and **Regions** shall have power to organise and control the work of the Association within their own areas.

Branches or **Regions** may be required by the **Poari** to collect subscriptions from their members.

Branches or **Regions** shall have no power to enter into financial obligations beyond the funds under their own control and shall have no power to commit the Association to any financial obligation without the express consent of the **Poari**.

Every **Branch**, and **Region** should maintain adequate records of the committee and field activities, provide account of the annual income and expenditure, and submit to the National **Poari** each year prior to the National Annual General Meeting a report covering its activities during the preceding year.

Personal benefit. **Branches** and **Regions** may pay reasonable remuneration for services provided. However, no remuneration shall be payable to any member or officer where that member or officer is able to determine or materially influence the amount of that remuneration by virtue of his or her capacity as a member or officer.

Winding up of **Branches** and **Regions**. No branch or region group member may benefit from the distribution of any of its funds or assets, but after the satisfaction of all its debts, any property whatsoever shall be redeployed as directed by the **Poari**.

Where a Kaunihera is established by the Association:

*Each **Branch** or **Region** at any general meeting shall appoint one Councillor to the Association who shall attend Kaunihera meetings at the Annual Conference or at such other times meetings may be called. The Councillor shall remain **Branch** or **Region** representative for three (3) years or until another Councillor be appointed. The National Office of the Association shall be informed of the name of any new Councillor appointment at least two weeks before the date of the Annual General Meeting of the Association.*

Kaunihera

The **Poari may at its discretion, establish a Kaunihera of Representatives. If this Kaunihera is established, the rules of the Association will be updated.**

Poari

Interim Poari

An Interim **Poari** has been established in December 2021 during the formation of this Association. This interim **Poari** will be disestablished post full elections to be held at the next AGM. This clause supersedes all other clauses relating to **Poari** composition, elections, and term until the full elections are concluded.

This interim **Poari** includes the following members:

Te Kapunga Dewes (Chair)

Mike King

Donna Awatere-Huata

Rawson Wright

Ernest Morton

Whaimutu Dewes

Bob Cottrell

Doug Macredie

Lees Seymour

Kanapu Rangitauira – (non-**Poari** secretary)

Composition

The **Poari** will consist of up to 9 **Poari Members** who are:

- **Members**; and
- natural persons; and
- not disqualified by these **Rules** or the **Act**.

The **Poari** will include:

- a **Heamana**,
- a **Secretary**, **Deputy Heamana**, and a **Treasurer**, who may be the same person, and not fewer than 3 or more than 7 other **Poari Members**.

Where there are less than nine (9) **Branches** or **Regions**, the chairperson of each **Branch** or **Region** will have the right to assume a **Poari** position. Where the chairperson chooses not to become a **Poari Member**, the **Branch** or **Region** may choose to elect another member to this position.

Any remaining vacancies may be filled through application of the “Election or Appointment” of **Poari** members.

Where there are nine or more **Branches** or **Regions**, the **Poari** may consolidate any **Branch** or **Region**’s representation, such that the maximum number of **Poari Members** remains at nine (9). Where this applies, the **Poari** may choose to hold a maximum of one (1) **Poari** position open for general election. For the avoidance of doubt, the **Poari** may choose not to hold any **Poari** positions open for general election.

Qualifications

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

The following persons are disqualified from being appointed or holding office as a **Poari 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 **Poari** 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.

Election or appointment

The election of **Poari 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 financial **Members** who are not disqualified from being appointed or holding office as a **Poari 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 financial **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 **Poari** (excluding those in respect of whom the votes are tied).

Term

The term of office for all **Poari Members** shall be 3 year(s), expiring at the end of the **Annual General Meeting** In the year corresponding with the last year of each **Poari Member's** term of office.

No **Poari Member** shall serve for more than 3 consecutive terms.

No **Heamana** shall serve for more than 9 consecutive years as **Heamana**.

Removal

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

- The **Poari Member** who is the subject of the complaint, must be advised of all details of the complaint.
- The **Poari Member** who is the subject of the complaint, must be given adequate time to prepare a response.
- The complainant and the **Poari 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 **Poari** (excluding the **Poari Member** who is the subject of the complaint) if it considers that an oral hearing is required.
- Any oral hearing shall be held by the **Poari** (excluding the **Poari Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the **Poari** (excluding the **Poari Member** who is the subject of the complaint).

If the complaint is upheld the **Poari Member** may be removed from the **Poari** by a resolution of the **Poari** or of a **General Meeting**, in either case passed by a simple majority of those present and voting.

Cessation of Poari membership

A **Poari Member** shall be deemed to have ceased to be a **Poari Member** if that person ceases to be a **Member**.

Each **Poari Member** shall within 30 **Clear Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of the **Association** held by such former **Poari Member**.

Functions

From the end of each **Annual General Meeting** until the end of the next, the Association shall be governed by the **Poari**, which shall be accountable to the

Members for the advancement of the **Association's** purposes and the implementation of resolutions approved by any **General Meeting**.

Officers' duties Mandatory

At all times each **Poari Member**:

- a. shall act in good faith and in what he or she believes to be the best interests of the **Association**,
- b. must exercise all powers for a proper purpose,
- c. must not act, or agree to the **Association** acting, in a manner that contravenes the Statute or this Constitution,
- d. when exercising powers or performing duties as a **Poari 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 **Association**, the nature of the decision, and the position of the **Poari Member** and the nature of the responsibilities undertaken by him or her,
- e. must not agree to the activities of the **Association** being carried on in a manner likely to create a substantial risk of serious loss to the **Association** or to the **Association's** creditors, or cause or allow the activities of the **Association** to be carried on in a manner likely to create a substantial risk of serious loss to the **Association** or to the **Association's** creditors, and
- f. must not agree to the **Association** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Association** will be able to perform the obligation when it is required to do so.

Powers

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

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

Sub-Boards

The **Poari** may appoint sub-Boards consisting of such persons (whether or not **Members** of the **Association**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Poari**:

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

General issues

The **Poari** and any sub-**Poari** 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 **Poari** meeting.

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

Subject to the **Act**, these **Rules** and the resolutions of **General Meetings**, the decisions of the **Poari** 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**.

Poari meetings

Frequency

The **Poari** shall meet at least quarterly 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 **Heamana** or **Secretary**.

Procedure

The quorum for **Poari** meetings is at least half the number of **Poari Members**.

Records

Register of members

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**.

Finances

Control and management

The funds and property of the **Association** shall be:

- controlled, invested and disposed of by the **Poari**, subject to these **Rules**, and
- devoted solely to the promotion of the purposes of the **Association**.

Balance date

The **Association's** financial year shall commence on 01/07 of each year and end on 30/06 (the latter date being the **Association's** balance date).

Dispute resolution

Raising disputes

Any grievance by a **Member**, and any complaint by anyone, 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 **Poari**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Association's** activities.

The complainant raising a grievance or complaint, and the **Poari**, 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.

Winding up

Process

The **Association** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.

The **Secretary** shall give **Notice** to all **Members** of the proposed motion to wind up the **Association** 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 **Poari** in respect to such notice of motion.

Any resolution to wind up the **Association** or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.

Surplus assets

If the **Association** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.

On the winding up or liquidation or removal from the Register of Incorporated Societies of the **Association**, its surplus assets after payment of all debts, costs and liabilities shall be vested in an entity decided upon by resolution of the **Poari**.

However, on winding up by resolution under this rule, the **Association** may approve a different distribution to a different entity from that specified above, so long as the **Association** complies with these **Rules** in all other respects.

Alterations to the Rules

Amending these Rules - Interim Poari

The **Interim Poari** may amend or replace these **Rules** without consultation up until **20 Clear Days** prior to the first **Annual General Meeting** where they will be tabled as the **Associations** rules.

Amending these Rules – post Interim Poari

The **Association** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a two-thirds of majority of those **Members** present and voting.

At least 10 **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 **Poari** has.

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.

Other

Common seal

The common seal of the **Association** must be kept in the custody of:

A **Poari Member**

The common seal may be affixed to any document:

- a. by resolution of the **Poari**, and must be countersigned by two **Poari Members** or by one **Poari Member** and: the Chair

- b. by such other means as the **Poari** may resolve from time to time.

Contact person

The **Association's** Contact Officer must be:

- At least 18 years of age, and

- A **Poari Member**, and
- At all times be resident in New Zealand, and
- Not disqualified under the Statute from holding that office
- and shall be appointed by the **Poari**

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 **Association** becoming aware of the change.

Bylaws

The **Poari** from time to time may make and amend bylaws, and policies for the conduct and control of **Association** 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**.