NEW ZEALAND BENCH REST SHOOTERS ASSOCIATION

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1. NAME

1.1 The name of the Association is **'NEW ZEALAND BENCH REST SHOOTERS ASSOCIATION INC.**

2. CHARITABLE STATUS

2.1 The Association is not and does not intend to be registered as a charitable entity under the Charities Act 2005.

3. DEFINITIONS

3.1 In this **Constitution**, unless the context requires otherwise, the following words and phrases have the following meanings:

'**Act'** means the Incorporated Societies Act 2022 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.

'Administrator is a person contracted to, or employed by, the **Association** in accordance with clause 32.6

'Annual General Meeting' means a meeting of the delegates of **Members** of the **Association** held once per year (in accordance with clauses 22 to 24) which, among other things, will receive and consider reports on the **Associations**' activities and finances.

'Association' shall mean **the NEW ZEALAND BENCH REST SHOOTERS ASSOCIATION INC**.

'Bylaws' means the bylaws, policies, procedures and competition rules made by the **Committee** in accordance with clause 33.2

'Chairperson' means the person appointed specifically to the role of **Chairperson** on the **Committee**. And who is responsible to chair a **General Meeting** or **Committee Meeting**, as per clause 36**.**

'Committee' means the **Association's** governing body as provided for in clause 31.1.

'Committee Meeting' means a meeting of the **Committee** held in accordance with clause 35.

'Committee Member' has the same meaning as **Officer.**

'Committee Motion' has the meaning given in clause 20.5.

'Constitution' means the rules of the **Association** as set out in this document.

'Financial Member' means a **Member** that has paid all **Subscription Fees** and **Other** Fees in accordance with clause 14.3, and whose membership is not otherwise suspended for any reason.

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

'Interested Member' means an **Officer** or member of a sub-committee who is interested in a Matter for any of the reasons set out in section 62 of the **Act**.

'Interests Register' means the register of interests of **Officers**, kept in accordance with this **Constitution** and as required by section 73 of the **Act**.

'Invited Guest' means any person who is not a **Member** and that the **Committee** has invited to attend and/or speak at a **General Meeting** from time to time.

'**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 **Financial Member** of one of the types specified in clause 11.1

'Member's Motion' has the meaning given in clause 22.3

'**Motion'** means a Member's Motion or Committee Motion.

'Notice' means a notice in writing, and may be given by email, post, or courier.

'Officer' means a natural person who is a member of the **Committee** as defined in clause 30. For the avoidance of doubt, the **Administrator** is not an **Officer**.

'Other Fees' means any fees, other than the **Subscription Fees**, which **Members** are required to pay to the **Association** from time to time in accordance clause 14.

'Register of Members' means the register of **Members** kept under this **Constitution** as required by section 79 of the **Act**.

'Special General Meeting' means a meeting of the **Members,** other than an **Annual General Meeting,** called for a specific purpose or purposes in accordance with clause 29

4. PURPOSES

4.1 Benchrest is a shooting discipline that requires a combination of many aspects of accurate shooting. This involves the combination of extreme precision rifles, the attention to detail of hand loaded ammunition, high precision equipment with demonstrated ability to accurately fire a determined series of shots at distances out to 300 metres. This course of fire falls under two categories which are "group shooting" or "score shooting".

The primary purposes of the Association are:

a) To develop Benchrest shooting competitions in New Zealand by focusing on the objective of the sport promoting the highest degree of accuracy with Centrefire Rifles.

b) To standardise at a national level all registered tournaments, matches, targets and shooting programme to ensure uniformity across New Zealand.

c) The development and encouragement of competition by competitor participation involving extremely accurate rifles, components, combined with shooting techniques.

d) Collect and maintain a central location of statistics and data that captures the historical record based achievements of competitors who have achieved a national standing at a registered tournament in the discipline of Centrefire Benchrest shooting competition.

e) To represent New Zealand at international Benchrest shooting competitions.

f) As otherwise determined by Committee so as not to conflict with anything in this clause 4.

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

a) distributing, any gain, profit, surplus, dividend, or other similar financial benefit to any **Member** (whether in money or in kind); or having capital that is divided into shares or stock held by a **Member**; or
b) holding property in which a **Member** has a disposable interest (whether directly, or in the form of shares or stock in the capital of the **Association** or otherwise).

4.3 But the **Association** will not operate for the financial gain of a **Member** simply if the **Association**—

a) engages in trade;
b) pays a **Member** for matters that are incidental to the purposes of the **Association**, and the **Member** are a not-for-profit entity;
c) distributes funds to a Member to further the purposes of the Association, and the Member;

(i) is a not-for-profit entity;
(ii) is affiliated or closely related to the **Association**; and
(iii) has the same, or substantially the same, purposes as those of the **Association**;

d) reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Association** or while pursuing the **Association's** purposes;

e) pays a **Member** a salary or wages or other payments for services actually performed to the **Association** on arms 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 and the payment for services, or other transaction, does not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the **Association**) and at no more than reasonable market rates;
f) provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Association**; or
g) on removal of the **Association** from the Register of Incorporated Societies having its surplus assets distributed under clause 54 to a **Member** that is a not-for-profit entity.

4.4 No **Member**, or **Officer** shall participate in, or materially influence, any decision made by the **Association** in respect of any income, benefit or advantage to that **Member,** or **Officer**. Any such income paid should be reasonable for work actually done and not more than that which would be paid in an arm's length transaction (being the open market value).

5. ACT AND REGULATIONS

5.1 Nothing in this **Constitution** authorises the **Association** to do anything which contravenes or is inconsistent with the **Act** or any other legislation.

6. RESTRICTIONS ON ASSOCIATION POWERS

6.1 The **Association** must not be carried on for the financial gain of any **Members**.

6.2 The **Association** shall not exercise any of its rights, powers, or privileges, except for the purpose of achieving its purposes set out in clause 4.1.

7. POWERS OF THE ASSOCIATION

7.1 The **Committee** has all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the **Association**, subject to such modifications, exceptions, or limitations as are contained in the **Act** or in this **Constitution**.

8. REGISTERED OFFICE

8.1 The registered office of the **Association** shall be at such place in New Zealand as the **Committee** from time to time determines.

8.2 Changes to the registered office shall be notified to the Registrar of Incorporated Societies:

a) at least 5 working days before the change of address for the registered office is due to take effect; and
b) in a form and as required by the Act.

9. CONTACT PERSON

9.1 The **Association** shall have at least one natural person whom the Registrar can contact when needed

9.2 The **Association's** contact person must be:

h) at least 18 years of age, and
i) ordinarily resident in New Zealand.

9.3 A contact person shall be appointed by the Committee. Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:

a) a physical address or an electronic address, and
b) telephone number.

9.4 Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 **Working Days** of that change occurring, or the **Association** becoming aware of the change.

10. MEMBERSHIP

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

11. TYPES OF MEMBERS

11.1 Types of membership shall be determined from time to time by the Committee, and at the date of this constitution there are the following types of membership with the following rights, restrictions and privileges:

a) **Full Members,** are those **members** who hold New Zealand Citizenship**, and have** paid their **Subscription Fees** and **Other Fees for the current financial year**, and whose membership is not otherwise suspended for any reason.

A **Full Member** is entitled to the full privileges of the **Association**.

b) **International Associate -** are those members who do not hold New Zealand Citizenship, **and have** paid their **Subscription Fees** and **Other Fees for the current financial year**, and whose membership is not otherwise suspended for any reason. Associates do not have voting rights and cannot be elected to the **Committee**.

12. BECOMING A MEMBER

12.1 Every candidate for membership of the **Association** must consent in writing to becoming a **Member**. The signed written consent of the person to become a **Member** shall be retained in the **Association's** membership records.

12.2 Any person seeking membership of the **Association** shall apply in writing to the **Administrator** in the manner prescribed by **Committee** from time to time, and every such application shall be considered by **Committee** and granted unanimously by the full **Committee**.

12.3 Applicants for Membership must be proposed and seconded by two current members of the Association. They must also meet and continue to comply with any relevant admission requirements established by the association.

12.4 An application for membership does not guarantee acceptance. The Committee may decline an application if it considers that the applicant does not meet the Association's standards for safe participation, is not aligned with the Association's purposes, or has demonstrated past behaviour inconsistent with the Association's values. Reasons for declining an application need not be disclosed.

13. MEMBERS' OBLIGATIONS AND RIGHTS

13.1 Every **Member** shall provide the **Association** in writing with that **Member's** contact details and promptly advise the **Association** in writing of any changes to those details.

13.2 All **Members** shall promote the interests and purposes of the **Association** and shall do nothing to bring the **Association** into disrepute.

13.3 **Members** are only entitled to exercise the rights of membership (including attending and voting at **General Meetings** via delegates, participating in **Association** events, accessing or using the **Association's** premises, facilities, equipment, technology and other property as set out in the **Bylaws**) if they are **Financial Members**.

13.4 The **Committee** may decide from time-to-time what access or use **Members** may have of or to any of the **Association's** technology, premises, facilities, equipment and other property, and participation in **Association** activities as set out in the **Bylaws**.

14. SUBSCRIPTION FEES AND OTHER FEES

14.1 **Subscription Fees** and **Other Fees** for **Members** for the next financial year shall be set by resolution of the **Annual General Meeting**. **Other Fees** may include section fees, capitation, levies, facility hire fees, and the like.

14.2 **Subscription Fees** become payable to the **Association** within 30 days of commencement of the **Association's** financial year.

14.3 Any **Member** failing to pay any **Fees** within 30 days 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** technology until all the arrears are paid. If such arrears are not paid within 60 days of the due

date for payment of the **Subscription Fees** and **Other Fees,** the **Committee** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

15. CEASING TO BE A MEMBER

15.1 A **Member** ceases to be a member of the **Association**—

a) by written resignation, notified by that **Member** to the **Committee** (via the **Administrator**);
b) on termination of a Member's membership following a dispute resolution process under this Constitution;
c) on death (or if a body corporate on liquidation or deregistration, or if a partnership on dissolution of the partnership); or
d) by resolution of the **Committee** where—

(i) the **Member** has failed to pay **Subscription Fees** or **Other Fees** due to the **Association** within the period specified in clause 14.3; or
(ii) in the opinion of the **Committee** the **Member** has brought the **Association** into disrepute, with effect from (as applicable)—
(iii) the date of receipt of the **Member's** notice (via the **Administrator**) of resignation by the **Committee** (or any subsequent date stated in the notice of resignation);
(iv) the date of termination of the **Member's** membership under this **Constitution**;
(v) the date of death (or if a body corporate from the date of its liquidation or deregistration, or if a partnership from the date of its dissolution); or
(vi) the date specified in a resolution of the **Committee** and when a **Member's** membership has been terminated the **Committee** shall promptly notify the former **Member** in writing.

16. OBLIGATIONS ONCE MEMBERSHIP HAS CEASED

16.1 A **Member** who has ceased to be a member of the **Association** under this **Constitution**-

a) remains liable to pay all **Affiliation Fees** and **Other Fees** due and owing by the **Member** to the Association**;**
b) shall cease to hold themselves out as a **Member** of the **Association**;
c) shall return to the **Association** all material provided to the **Member** by the **Association** (including any administration materials, badges, handbooks and manuals); and
d) shall cease to be entitled to any of the rights of a **Member** (including but not limited to, access to any technology, premises, facilities, equipment and other property, and participation in **Association** activities).

17. BECOMING A MEMBER AGAIN

17.1 Subject to clauses 17.2 and 17.3, any former **Member** may apply for re-admission in the manner prescribed for new applicants.

17.2 But, subject to clause 17.3, if a former **Member's** membership was terminated following a disciplinary or dispute resolution process, the applicant may be re-admitted only by a resolution passed at a **General Meeting** on the unanimous recommendation of the **Committee**.

17.3 If a former **Member's** membership was terminated following a disciplinary or dispute resolution process, or by resolution of the **Committee** for bringing the **Association** into disrepute in accordance with clause 15.1(d)(ii), the **Member** may not apply for re-admission for a minimum period of two years following the termination of their membership.

18. PROCEDURES FOR ALL GENERAL MEETINGS

18.1 The **Committee** shall give all **Members** written **Notice** of any **General Meeting** and of the business to be conducted at that **General Meeting** at least 30 days prior to the **General Meeting**.

18.2 The Notice for Annual General Meetings shall:

a) set out the business to be conducted at the meeting;
b) include a copy of the reports from the **Committee** required by clauses 23.1a) to 23.1d);
c) include a list of nominees for the **Committee**, and written information about those nominees if it has been provided by the nominee;
d) include details of any **Motions** and the **Committee's** recommendations about those **Motions**; and
e) include a proxy form, in a form approved by the **Committee**.

18.3 The Notice for Special General Meetings shall:

a) set out the business to be conducted at the meeting;
b) where applicable, include details of **Members**' written request for the meeting, and the **Committee's** recommendations (if any) in respect of that request;
c) include details of any **Motions** and the **Committee's** recommendations about those **Motions**; and
d) include a proxy form, in a form approved by the **Committee**.

18.4 That **Notice** will be addressed to the **Members** at the contact address notified to the **Association** and recorded in the **Association's** register of **Members**. The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.

18.5 A **Notice** given by the **Association** to any **Member** may be delivered to the address supplied by the **Member** to the **Association** for the giving of **Notices** to the **Member**.

18.6 **General Meetings** can be attended in person or by electronic means in accordance with clause 20.2, as determined by the **Committee** from time to time.

19. SPEAKING AND VOTING RIGHTS AT GENERAL MEETINGS

19.1 For the avoidance of doubt, the attendance and voting rights of a **Member** at **General Meetings** set out in this clause 19 are subject to those **Members** complying with clause 13.3.

19.2 Subject to clause 19.4 **Members** and **Invited Guests** may attend and speak at **General Meetings**.

19.3 Only **Financial Members** may vote at a General Meeting.

19.4 **Members** may vote by proxy at any **General Meeting** of the **Association**. The **Committee** shall provide the **Members** with appropriate proxy appointment forms for proxy voting in accordance with clauses 18.2 e) and 18.3 d). If a **Member** intends to vote by proxy, the **Member** must complete and return the proxy appointment form to the Administrator no later than 14 days prior to the **General Meeting**.

19.5 Subject to clauses 55.2 and 24 voting at **General Meetings** shall be by majority vote and on the voices or show of hands by an official delegate or proxy of each **Member** present at the meeting. A vote by secret ballot may be called for by any two delegates requiring the same, in which case those votes given to proxies in accordance with this **Constitution**, and any valid electronic votes, shall also be counted.

19.6 The **Chairperson** shall in all cases have a casting vote in addition to any other voting power at a **General Meeting**.

19.7 Written resolutions may not be passed in lieu of a **General Meeting**.

20. CONDUCT AT A GENERAL MEETING

20.1 The conduct of **General Meetings** of the **Association**, including resolutions and voting procedures, shall otherwise be in accordance with the **Bylaws**.

20.2 **General Meetings** may be held at one or more venues whereby each **Member** present in person and/or using any real-time audio, audio and visual, or electronic communication has a reasonable opportunity to participate.

20.3 All General Meetings shall be chaired by the Chairperson pursuant to clause 20.4

20.4 The Chairperson may:

a) with the consent of a simple majority of eligible voting **Members** present at any **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned **General 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 **General Meeting**, or obstructing the business of the **General Meeting**, or behaving in a disorderly manner, or being abusive, or failing to abide by the directions of the **Chairperson** be removed from the **General Meeting**; and
c) in the absence of a quorum or in the case of emergency, adjourn the **General Meeting** or declare it closed.

20.5 The **Committee** may propose motions for the **Association** to vote on at **General Meetings** (**Committee Motions**), which shall be notified to **Members** with the notice of the **General Meeting** at which the **Committee Motion** is to be voted on**.**

20.6 At **General Meetings** a quorum shall consist of four **Officers** plus a quarter of the number of **Members** entitled to attend the **General Meeting** or no meeting can be held. The determination of a quorum is at the time of commencement of the meeting. Any decisions made when a quorum is not present are not valid. **Members** participating in the **General Meeting** via electronic means in accordance with clause 20.2 and delegate proxies shall be counted as part of the quorum.

20.7 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 **Chairperson** of the **Association**, and if at such adjourned meeting a quorum is not present those **Members** present in person or by proxy shall be deemed to constitute a sufficient quorum.

21. MINUTES

21.1 The **Association** must keep minutes of all **General Meetings**. The **Administrator**, or other person appointed by **Committee** to keep minutes from time to time, shall be responsible for keeping minutes of each **General Meeting**.

22. ANNUAL GENERAL MEETINGS

22.1 The **Annual General Meeting** of the **Association** shall be held at a time and place decided by **Committee**, however, such time must be within six months of the balance date of the **Association** (as set out in clause 42) and within 15 months of the previous **Annual General Meeting**

22.2 The rules in this **Constitution** relating to the procedure to be followed at the **General Meetings** shall apply to an **Annual General Meeting**.

22.3 A **Financial Member** may request that a motion be voted on at an **Annual General Meeting** (**Member's Motion**) by giving **Notice** of the **Member's Motion** to the **Administrator** a maximum of 30 days after the end of the **Association's** financial year for which the **Annual General Meeting** is to be held. The **Member** may also provide information in support of the motion (**Member's Information**).

22.4 The Administrator must provide the Member's Motion and Member's Information (if any) to all Members with the notice of an Annual General Meeting at which a Member's Motion is to be voted on.

23. ANNUAL GENERAL MEETINGS: BUSINESS

23.1 The business of the **Annual General Meeting** shall be to:

a) Receive and consider the Chairpersons' annual report.

b) Receive and consider the Statement of Income and Expenditure and the Balance Sheet for the previous financial year.

c) Consider the finance report and make such directions to **Committee** as the members may determine.

d) Receive notice of any disclosures of conflicts of interest made by Officers during that period (including a summary of the matters, or types of matters, to which those disclosures relate).

e) Consider and vote on Motions.

f) Consider and adopt a budget based on the fees approved at the previous Annual General Meeting.

g) Set the Affiliation Fees, payable by Member, for the ensuing financial year.

h) Set the Other Fees payable for the ensuing financial year.

i) Elect Officers for the next term (this will be annually).

j) Transact any other business at the discretion of the Chairperson.

24. ANNUAL GENERAL MEETINGS: ELECTION OF OFFICERS

24.1 The **Officers** shall be elected at the **Annual General Meeting** annually.

24.2 Votes for persons to be elected as **Officers**, in the respective position that such persons are nominated for (if any), shall be cast by Members. In the event of any vote being tied, the tie shall be resolved by the Member until the tie is broken

24.3 A person being nominated for **Committee** shall send the nomination form prescribed by the **Committee**, accompanied by their written consent to become an **Officer** and a certification that they are not disqualified

from being appointed or holding office as an **Officer** pursuant to clause 31, to the **Administrator** by the end of the **Association's** financial year immediately preceding the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**. For the avoidance of doubt, nominees from the floor at an **Annual General Meeting** must still comply with the requirements in clause 31.2.

24.4 Signing of the nomination form prescribed by **Committee** shall indicate acceptance of the nomination by the nominee and also declare that the person is not disqualified from holding the nomination as per the **Act**.

24.5 The **Chairperson** shall appoint two individuals who are not nominees to act as scrutineers for the counting of the votes and destruction of any voting papers.

24.6 In addition to **Officers** elected under the foregoing provisions of this clause, the **Committee** may appoint other **Officers** for a specific purpose, or for a limited period, or generally until the next **Annual General Meeting** at which election of **Officers** will take place. Unless otherwise specified by **Committee** any person so appointed shall have full speaking and voting rights as an **Officer** of the **Association**. Any such appointee must, before appointment, supply a signed consent to appointment and certify that the appointee is not disqualified from being appointed or holding office as an **Officer** pursuant to clause 31.

25. TERM OF OFFICE FOR OFFICERS

25.1 The term of office for **Officers** elected to the **Committee** is for a term of one year and expires immediately at the end of the **Annual General Meeting** at which the next **Officers** are elected in accordance with the **Act** and this **Constitution**.

26. REMOVAL OF OFFICERS

26.1 Subject to clause 26.2, a person may be removed as an **Officer** by resolution of the **Committee** where in the opinion of the **Committee**:

a) they have brought the **Association** into disrepute;
b) they have failed to disclose a conflict of interest;
c) the **Committee** passes a vote of no confidence in the **Officer**;
d) they fail to attend two consecutively convened **Committee Meetings** without prior approval of the **Chairperson**, after consideration by **Committee**; or
e) they have acted in a manner prejudicial to the objects of the **Association**.

26.2 The **Officer** may only be removed by a minimum two thirds majority vote of **Committee** present at the **Committee Meeting**.

26.3 Any **Officer** removed in this manner will not be eligible for re-election to **Committee** for a period of four years from the date of their removal from office.

27. CEASING TO HOLD OFFICE

27.1 A person shall cease to be an **Officer** when:

a) they resign by Notice in writing to the Chairperson (or where the Chairperson is resigning, to all other Officers), with such resignation taking effect from the date of such notice or such later date stated in the Notice
b) they cease to qualify to be an Officer in accordance with clauses 31.1 and 0;
c) they are removed from the **Committee** in accordance with clause 26;
d) they die; or
e) they otherwise vacate office in accordance with section 50(1) of the Act.

27.2 The **Officer** shall, within **10 Working Days** of ceasing to hold office, deliver to the **Association** all property of the **Association** held by such former **Officer**.

28. CONFLICTS OF INTEREST

28.1 An **Officer** or member of a sub-committee who is an **Interested Member** in respect of any **Matter** being considered by the **Association**, 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 **Committee** and sub-committee; and
b) in an Interests Register kept by the **Committee** pursuant to clause 39.

28.2 Disclosure must be made as soon as practicable after the **Officer** or member of a sub-committee becomes aware that they are interested in the **Matter**.

28.3 An **Officer** or member of a sub-committee who is an **Interested Member** regarding a **Matter:**

a) must not vote or take part in the decision of the **Committee** and/or sub-committee relating to the Matter unless all Officers who are not interested in the Matter consent; and
b) must not sign any document relating to the entry into a transaction or the initiation of the Matter unless all Officers who are not interested in the Matter consent.

28.4 However, an **Officer** or member of a 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.

28.5 Where 50% or more of **Officers** 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 **Officers** agree otherwise.

28.6 Where 50% or more of the members of a sub-committee are prevented from voting on a **Matter** because they are interested in that **Matter**, the **Committee** shall consider and determine the **Matter**.

29. SPECIAL GENERAL MEETINGS

29.1 A **Special General Meeting** may be called at any time by the **Chairpersons**, by resolution of **Committee**, or upon written request to the **Administrator** signed by at least 25% of **Financial Members** of the **Association**.

29.2 Every such resolution or request shall state the object of such meeting and **Committee** may require a deposit of $500 (or such other sum as **Committee** from time to time determines) from the party (or parties) requesting the **Special General Meeting** to cover the cost of such **Special General Meeting**. This deposit shall be returned to the depositor after the **Special General Meeting** unless such **Special General Meeting** resolves to forfeit the same to the **Association**.

29.3 Any written request must state the business that the **Special General Meeting** is to deal with and only this matter will be dealt with. General business is not to be discussed at a **Special General Meeting**.

29.4 The rules in this **Constitution** relating to the procedure to be followed at the **General Meetings** shall apply to a **Special General Meeting**.

30. COMMITTEE COMPOSITION

30.1 The **Association** shall be governed by an elected **Committee** consisting of either three (3) or five (5) **Officers**.

31. QUALIFICATIONS OF OFFICERS

31.1 Every **Officer** must:

a) be a natural person;
b) be a **Financial Member**;
c) not be an employee or contractor of the Association (as per clause 32.7); and
d) comply with clause 31.2.
e) hold a current firearms licence.
f) Hold New Zealand Citizenship.
g) Not be disqualified from being an elected or appointed or otherwise holding office as an officer of a society in terms of section 47(3) of the **Act.**

For clarity, section 47 (3) of the Act excludes the following persons**:**

a) Is under 16 years of age.

b) Is an undischarged bankrupt.

c) 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, or any other similar legislation.

d) Is disqualified from being a member of the governing body of a charitable entity under section 36C of the Charities Act 2005.

e) 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 of the **Act**;

(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 under section 22(2) of the **Act;**

(v) an offence, in a country, State or territory other than New Zealand, that is substantially similar to an offence specified in clauses e) (i) to e) (iv); or

(vi) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere.

f) Is subject to:

(i) a banning order under subpart 7 of Part 4 of the **Act**;
(ii) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003;
(iii) a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
(iv) 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.

g) Is subject to an order that is substantially similar to an order referred to in clause f) under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the **Act**.

h) In relation to a particular incorporated society, does not comply with any qualifications for officers contained in the incorporated society's constitution.

31.2 Prior to election or appointment as an **Officer** a person must:

a) consent in writing to be an Officer; and
b) certify in writing that they are not disqualified from being elected or appointed as an Officer
c) either by this Constitution or the Act.

31.3 The **Administrator** shall retain copies of each **Officer's** consent and certification under clause 31.2 in the **Association's** records.

31.4 **Officer Employment or Contract with the Association:** Notwithstanding the provisions of clause 31.1 c) and 32.7 , an individual serving as an Officer may apply for, be considered for, and be offered employment or a contract for services with the Association. However, should an Officer accept an offer of employment or a contract for services with the Association, **that Officer must resign their position on the Committee in accordance with clause 27.1 a) prior to commencing such employment or contract.** For the avoidance of doubt, an individual cannot serve as an Officer of the Association simultaneously with being an employee or contractor of the Association.

32. OFFICERS' DUTIES AND POWERS

32.1 At all times each **Officer**:

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 **Act** or this Constitution;
d) when exercising powers or performing duties as an **Officer**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances considering, but without limitation:

(i) the nature of the **Association**;
(ii) the nature of the decision; and
(iii) the position of the **Officer** and the nature of the responsibilities undertaken by them;

c) 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; an

d) 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.

32.2 **Committee**, subject to the **Act**, this **Constitution**, and to any resolution passed by the **Association** in a **General Meeting**:

a) Shall control and manage the affairs of the **Association**.

b) May exercise all such functions and powers as may be exercised by the **Association** other than those functions and powers that are required by this **Constitution** to be exercised by a **General Meeting**.

c) Has the power to perform all such acts and do all such things as appear to the **Committee** to be necessary or desirable for the proper management of the affairs of the **Association**.

32.3 **Committee** shall have the power to appoint a **Financial Member** as an **Officer** subject to clause 24.6 for a specific purpose, or for a limited period, or to fill any casual vacancy on **Committee** and any person so appointed shall retire at the next **Annual General Meeting** at which elections of **Officers** are held. Appointed **Officer's** shall be eligible for election.

32.4 **Committee** may appoint and dismiss officials to control the **Association's** affairs. **Committee** shall determine the conditions and terms of appointment of such officials.

32.5 **Committee** shall have the exclusive power to appoint all delegates and representatives to represent the **Association** on any other body or organisation.

32.6 **Committee** may, from time to time, **employ or contract** the services of any person or organisation as it deems necessary to conduct the business of the Association.

32.7 Employees or contractors of the **Association** may not serve on **Committee** during the term of their employment or contract.

32.8 **Committee's Governance Focus:** The **Committee** shall primarily focus on the governance and strategic direction of the Association, providing oversight and ensuring compliance with the Act and this Constitution. Day- to-day executive and administrative functions shall be delegated to and carried out by contracted or employed personnel as deemed appropriate by the **Committee**, in accordance with the amended clause 32.6.

33. FUNCTIONS OF THE COMMITTEE

33.1 From the end of each **Annual General Meeting** until the end of the next, the **Association** shall be managed by, or under the direction or supervision of, the **Committee**, in accordance with the **Act** and this **Constitution**.

33.2 **Committee** may from time to time make, amend and revoke **Bylaws** for the conduct and control of **Association** activities applicable to **Members** and **Committee**. All **Members** shall be provided with a copy of the **Bylaws** and any subsequent amendments.

33.3 **Members** may propose new **Bylaws**, or variations to existing **Bylaws**, by way of a **Motion** in accordance with clause 22.3.

33.4 No such **Bylaws** applicable to **Members** and **Committee** shall be inconsistent with the **Act** or this **Constitution**. To the extent that there is any inconsistency, the relevant **Bylaw**, or part thereof, shall be void and of no effect.

33.5 For the avoidance of doubt, the making, amending and revoking of such **Bylaws** is not an amendment to this **Constitution**.

33.6 **Election and Term of Chairperson:** At the first **Committee** meeting following each Annual General Meeting, the **Committee members** shall elect one of their number to serve as Chairperson of the Association. The elected Chairperson shall hold this role until the end of the next Annual General Meeting or until the Committee elect another chairperson.

34. SUB-COMMITTEES

34.1 The **Committee** may appoint sub-committees consisting of such people and for such purposes as it thinks fit. Unless otherwise resolved by the **Committee-**

a) no sub-committee shall have power to co-opt additional members;
b) a sub-committee must not commit the **Association** to any financial expenditure without express authority from the **Committee**; and
c) a sub-committee must not further delegate any of its powers.

35. GENERAL MATTERS: COMMITTEE AND SUB-COMMITTEE COMMUNICATIONS

35.1 The **Committee** and any sub-committee may act by resolution approved during a conference call using audio and/or audio-visual technology 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 **Committee Meeting** or sub-committee meeting.

35.2 Other than as prescribed by the **Act,** or this **Constitution**, the **Committee** or any sub-committee may regulate its proceedings as it thinks fit.

36. MEETINGS PROCEDURES

36.1 At any General Meeting or **Committee** Meeting, the Chairperson elected in accordance with clause 33.6 shall preside. In the absence of the elected Chairperson, the Officers present shall elect a Chairperson from among their number for that specific meeting.

36.2 At **Committee Meetings** a quorum shall consist of four **Officers**. If a quorum is not present within 20 minutes of the stated time of commencement of the **Committee Meeting**, then no meeting may be legally constituted. The quorum of every sub-committee is half the members of the sub-committee, but not less than 2. The determination of the quorum is made at the commencement time of the meeting.

36.3 A meeting of the **Committee** or sub-committee may be held either—

a) by the **Officers** or members of the sub-committee who constitute a quorum being assembled at the place, date and time appointed for the meeting; or
b) by means of audio, or audio and visual, communication by which all **Officers** or members of the sub-committee participating and constituting a quorum can simultaneously hear (and if applicable see) each other and participate throughout the meeting.

36.4 A resolution of the **Committee** is passed at any meeting of the **Committee** if a majority of the votes cast on it are in favour of the resolution. Every **Officer** shall have one vote.

36.5 The **Chairperson** has a casting vote in the event of a tied vote on any resolution of the **Committee**.

36.6 Except as otherwise provided in this **Constitution**, the **Committee** may regulate its own procedure

37. FREQUENCY

37.1 **Committee** shall meet for the dispatch of business, adjourn, or otherwise regulate its meetings as it thinks fit, but shall meet at least twice a year including at the time of the **Annual General Meeting**.

37.2 The **Chairperson** shall give to all **Officers** not less than 30 days' notice of **Committee Meetings**.

38. REGISTER OF MEMBERS – RECORDS

38.1 The Association shall keep an up-to-date Register of Members..

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

a) full name;
b) Physical postal and/or email address;
c) telephone number;
d) the date the Member became a Member;
e) any other information required by this **Constitution**;
f) any other information required by the **Act**; and
g) their Firearms License Number and relevant endorsements; and
h) details of any qualifications relevant to the objects of the **Association**.

38.3 Every **Member** shall promptly advise the **Association** of any change of their contact details

38.4 The **Administrator** shall be responsible for ensuring the **Register of Members** and record of former **Members** are kept up to date.

39. INTERESTS REGISTER

39.1 The **Committee** shall always maintain an up-to-date register of the interests disclosed by **Officers** and by members of any sub-committee pursuant to clause 28.1.

40. ACCESS TO INFORMATION FOR MEMBERS

40.1 A **Member** may at any time make a written request to the **Association** for information held by the Association.

40.2 The request must specify the information sought in sufficient detail to enable the information to be identified.

40.3 The **Association** must, within a reasonable time after receiving a request —

a) provide the information;
b) agree to provide the information within a specified period;
c) agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Association** (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.

40.4 Without limiting the reasons for which the **Association** may refuse to provide the information, the **Association** 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;
b) the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Association** or of any of its **Members**~~;~~
c) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether that person supplied the information to the **Association**;
d) the information is not relevant to the operation or affairs of the **Association**;
e) withholding the information is necessary to maintain legal professional privilege;
f) the disclosure of the information would, or would be likely to, breach an enactment;
g) the burden to the **Association** in responding to the request is substantially disproportionate to any benefit that the **Members** (or any other person) will or may receive from the disclosure of the information;
h) the request for the information is frivolous or vexatious; or
i) the request seeks information about a dispute or complaint which is or has been the subject of the procedures for resolving such matters under this **Constitution** and the **Act**.

40.5 If the **Association** 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 **Association** that the **Member**—

a) will pay the charge; or
b) considers the charge to be unreasonable.

40.6 Nothing in this clause 40 limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

41. FINANCES: CONTROL AND MANAGEMENT

41.1 The funds and property of the **Association** shall be—

a) controlled, invested and disposed of by the **Committee**, subject to this **Constitution**; and
b) devoted solely to the promotion of the purposes of the **Association**.

41.2 The **Committee** shall maintain bank accounts in the name of the **Association**.

41.3 All deposits received on account of the **Association** shall be banked within seven **Working Days** of receipt.

41.4 All accounts paid or for payment shall be submitted to the **Committee** for approval of payment.

41.5 The **Committee** must ensure that there are kept at all times, accounting records that—

a) correctly record the transactions of the **Association**;
b) allow the **Association** to produce financial statements that comply with the requirements of the

c) **Act**; and
d) would enable the financial statements to be readily and properly audited (if required under any legislation or the **Constitution**).

41.6 The **Committee** must establish and maintain a satisfactory system of control of the **Association's** accounting records.

41.7 The accounting records must be kept in electronic form or in a form or manner that is easily accessible and convertible into written form. And the accounting records must be kept for the current accounting period and for the last seven completed accounting periods of the **Association**.

41.8 All payments of the **Association** shall be sufficiently authenticated if, pursuant to a resolution of **Committee**, approved by two **Officers**.

42. BALANCE DATE

42.1 The **Association's** financial year shall commence on **1st of July** of each year and end on **the 30th of June** (the latter date being the **Associations** balance date).

43. DISPUTE RESOLUTION AND DISCIPLINE - MEANINGS OF DISPUTE

43.1 A dispute is a disagreement or conflict between:

a) 2 or more **Members**;
b) 1 or more **Members** and the **Association**;
c) 1 or more **Members** and 1 or more **Officers**;
d) 1 or more **Officers** and the **Association**; or
e) 1 or more Members or Officers and the Association; and

43.2 the disagreement or conflict relates to any of the following allegations—

a) a **Member** or an **Officer** has engaged in misconduct;
b) a **Member** or an **Officer** has breached, or is likely to breach, a duty under the **Constitution**, **Bylaws** or the **Act**;
c) the **Association** has breached, or is likely to breach, a duty under the **Constitution, Bylaws** or the **Act**; or
d) a **Member's** or an **Officer's** rights or interests as a **Member** or an **Officer** have been damaged or a **Member's** or an **Officer's** rights or interests generally have been damaged.

44. HOW COMPLAINT IS MADE

44.1 A **Member** or an **Officer** makes a complaint by giving to the **Committee** (or a complaints sub-committee) a notice in writing that—

a) states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Constitution**; and
b) sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
c) sets out any other information or allegations reasonably required by the **Association**.

44.2 The **Association** makes a complaint involving an allegation against a **Member** or an **Officer** by giving to the **Member** or **Officer** a notice in writing that:

a) states that the **Association** is starting a procedure for resolving a dispute in accordance with the **Constitution**; and
b) sets out the allegation to which the dispute relates.

44.3 The information setting out the allegations must be sufficiently detailed to ensure that a person or organisation against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

44.4 A complaint may be made in any other reasonable manner permitted by the **Constitution**.

44.5 All **Members** or **Officers** are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Association's** activities.

44.6 The complainant raising a dispute, and the **Association**, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

45. PERSON WHO MAKES COMPLAINT HAS RIGHT TO BE HEARD

45.1 A **Member** or an **Officer** who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.

45.2 If the **Association** makes a complaint:

a) the **Association** has a right to be heard before the complaint is resolved or any outcome is determined; and
b) an **Officer** may exercise that right on behalf of the **Association**.

45.3 Without limiting the way the **Member**, **Officer** or **Association** may be given the right to be heard, they must be taken to have been given the right if—

a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing;
c) an oral hearing (if any) is held before the decision maker; and
d) the **Member**, **Officer** or **Association's** written, or verbal statement or submissions (if any) are considered by the decision maker.

46. PERSON WHO IS SUBJECT OF COMPLAINT HAS RIGHT TO BE HEARD

46.1 This clause applies if a complaint involves an allegation that a **Member, Officer** or the **Association** (the 'respondent'):

a) has engaged in misconduct;
b) has breached, or is likely to breach, a duty under the **Constitution**, **Bylaws** or **Act**; or
c) has damaged the rights or interests of a **Member** or **Officer** or the rights or interests of **Members** or **Officers** generally.

46.2 The respondent has a right to be heard before the complaint is resolved or any outcome is determined.

46.3 If the respondent is the **Association**, an **Officer** may exercise the right on behalf of the **Association**.

46.4 Without limiting the way a respondent may be given a right to be heard, a respondent must be taken to have been given the right if—

a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response;
b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing;
d) an oral hearing (if any) is held before the decision maker; and
e) the respondent's written statement or submissions (if any) are considered by the decision maker.

47. INVESTIGATING AND DETERMINING DISPUTE

47.1 The **Association** must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with the **Constitution**, ensure that the dispute is investigated and determined.

47.2 Disputes must be dealt with under the **Constitution** in a fair, efficient, and effective manner and in accordance with the provisions of the **Act**.

48. ASSOCIATION MAY DECIDE NOT TO PROCEED FURTHER WITH COMPLAINT

48.1 Despite the 'Investigating and determining dispute' rule above, the **Association** may decide not to proceed further with a complaint if—

a) the complaint is considered to be trivial; or
b) the complaint does not appear to disclose or involve any allegation of the following kind:

(i) that a **Member** or **Officer** has engaged in material misconduct;

(ii) that a **Member**, **Officer** or the **Association** has materially breached, or is likely to materially breach, a duty under the **Constitution**, **Bylaws** or the **Act**; or
(iii) that a **Member's** or **Officer's** rights or interests or **Members**' or **Officer's** rights or interests generally have been materially damaged;

c) the complaint appears to be without foundation or there is no apparent evidence to support it;
d) the person who makes the complaint has an insignificant interest in the matter;
e) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the **Constitution**; or
f) there has been an undue delay in making the complaint.

49. ASSOCIATION MAY REFER COMPLAINT

49.1 The **Association** may refer a complaint to:

a) a sub-committee or an external person to investigate and report; or
b) a sub-committee, an arbitral tribunal, or an external person to investigate and make a decision.

49.2 The **Association** may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation or facilitation based practices).

50. DECISION MAKERS AND DECISIONS

50.1 A person may not act as a decision maker in relation to a complaint if two or more **Officers** or members of a complaints sub-committee consider that there are reasonable grounds to believe that the person may not be—

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

50.2 **Committee**, complaints sub-committee, tribunal or external person, as the case may be, to whom a complaint is referred, may:

a) dismiss the complaint;
b) uphold the complaint and make such directions as they consider appropriate, with which the **Association**, **Officers**, **Members** must comply, including but not limited to issuing an apology and/or remediating the loss or damage; and/or
c) uphold the complaint and:

(i) reprimand or admonish the relevant **Officers** and/or **Members**;
(ii) suspend the relevant **Members** and/or **Officers** from membership of the **Association** for a specified period, or terminate the relevant **Members'** and/or **Officers'** membership of the **Association**;
(iii) remove the relevant **Officer** from the **Committee**; and/or

(iv) order the **Officers** or **Members** who are the subject of the complaint to meet any of the **Association's** reasonable costs in dealing with the complaint.

50.3 All decisions under this clause 50 shall be final and may not be appealed.

51. INDEMNITY

51.1 The **Association** shall, to the full extent permitted by Section 96 of the **Act**, indemnify its **Officers** for liability to any person other than the **Association** for any act or omission in their capacity as an **Officer** of the **Association** (not being a criminal liability or a liability that arises out of a failure to act in good faith and in what the **Officer** believes to be the best interests of the **Association** when acting in their capacity as an **Officer** of the **Association**); and for costs incurred by an **Officer** in defending or settling any claim or proceeding relating to that liability.

51.2 The **Committee** is authorised, to the extent permitted by Section 97 of the **Act**, to effect insurance for the **Officers** in respect of any or all:

a) liability (other than criminal liability) for any act or omission in their capacity as an **Officer** of the Association;
b) costs incurred by an **Officer** in defending or settling any claim or proceeding relating to that liability; and
c) costs incurred by the **Officer** in defending any criminal proceedings that have been brought against the **Officer** in relation to any alleged act or omission in their capacity as an **Officer** and in which they are acquitted.

51.3 If such insurance is affected, the **Officers** who vote in favour of authorising the insurance must believe on reasonable grounds that the cost of doing so is fair to the **Association** and must sign a certificate attesting to that belief.

52. RESOLVING TO PUT ASSOCIATION INTO LIQUIDATION

52.1 The **Association** may be liquidated in accordance with the provisions of Part 5 of the **Act**.

52.2 The **Committee** shall give 30 days' written **Notice** to all **Members** of the proposed resolution to put the **Association** into liquidation.

52.3 The **Committee** shall also give written **Notice** to all **Members** of the **General Meeting** at which any such proposed resolution is to be considered. The **Notice** shall include all information as required by section 228(4) of the **Act**.

52.4 Any resolution to put the **Association** into liquidation must be passed by a 75% majority of all **Members** present and voting.

53. RESOLVING TO APPLY FOR REMOVAL FROM THE REGISTER

53.1 The **Association** may be removed from the Register of Incorporated Societies in accordance with the provisions of Part 5 of the **Act**.

53.2 The **Committee** shall give 30 days' written **Notice** to all **Members** of the **General Meeting** at which any proposed resolution to remove the **Association** from the Register of Incorporated Societies is to be considered, as per clause 18. The **Notice** shall include all information as required by section 228(4) of the **Act**.

53.3 Any resolution to remove the **Association** from the Register of Incorporated Societies must be passed by at least 75% of all **Members** present and voting.

54. SURPLUS ASSETS

54.1 Subject to clause 4.3 g) if the **Association** is liquidated or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.

54.2 On the 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 given or transferred to some other not for profit institution or institutions having similar objects to be determined by the **Members** at the time of liquidation or in default thereof by the Registrar of Incorporated Societies, so long as the **Association** complies with this **Constitution** and the **Act** in all other respects.

55. AMENDING THIS CONSTITUTION

55.1 All amendments to the **Constitution** must be made in accordance with this **Constitution**.

55.2 Subject to clause 55.5 the **Association** may amend or replace this **Constitution:**

a) at a **General Meeting** by a resolution passed by two thirds majority of those **Member** present and voting, provided written **Notice** of such changes were given to **Members** at least 30 days prior to the **General Meeting** in accordance with clause 18; or
b) for minor amendments only, or for error corrections or technical alterations, using the process set out in section 31 of the **Act** for amendments covered by that section.

55.3 When an amendment to this **Constitution** is passed in accordance with clause 55.2, 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.

55.4 The **Constitution** existing immediately prior to this **Constitution** coming into operation is hereby revoked save that such revocation shall not affect the validity, effect or consequences of anything already done or suffered, or any right interest or title already acquired or the membership (honorary or otherwise) of any **Member**.

55.5 No amendment or replacement of this **Constitution** may:

a) alter, modify, or rescind the restrictions in this Constitution in respect of personal benefits to **Members**, **Officers**, sub-committee members, and any persons/entities associated with any of those persons/entities;
b) modify or rescind the restrictions in this **Constitution** in respect of distributions to **Members** or other individuals on winding up of the **Association**; or
c) alter, modify or rescind clauses 4, 6, 41.1, or 54

55.6 in any way that may affect the not for profit status of the **Association**, or breach any applicable law in relation to its status as an incorporated society.

56. EXECUTION OF DOCUMENTS

56.1 Unless otherwise specified in any **Bylaw**, policy or code of conduct approved by the **Committee**, any deed to be signed by the **Association** must be signed on behalf of the **Association** by any two **Officers** approved to do so by resolution of the **Committee**. Agreements may be signed by any two **Officers**, or where a delegate authority policy has been adopted by the **Committee**, persons authorised to sign such agreements pursuant to that delegated authority policy.

56.2 The **Association** may, but is not required to, have a common seal which may be affixed to deeds, agreements or other documents to be signed by the **Association**, as determined by the **Committee** from time to time.

57. AMALGAMATIONS

57.1 In addition to any other requirements of the **Act**, any proposal to amalgamate the **Association** with any other society must be approved by two thirds of the votes of those **Members** entitled to vote and voting on the proposal.

58. TRANSITION

58.1 This clause enables the transition of the **Association** from the requirements of the previous constitution of the **Association** to this **Constitution**. If any part of this clause is inconsistent with any other clause, this clause shall apply.

58.2 If at any time any matter shall arise which is not provided for in this **Constitution**, the same shall be determined where appropriate by the **Chairperson**, whose decision shall be final.

58.3 This **Constitution** shall replace any prior constitution or rules of the **Association** in full.

58.4 Upon adoption of this **Constitution**:

a) all existing **Member** shall be deemed **Member** under this **Constitution**;
b) the term of office of any **Officers** elected or appointed under the previous constitution of the **Association** shall continue as though those **Officers** had been elected or appointed under this **Constitution**.

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