

Rules of the

Rural Health Alliance Aotearoa New Zealand
Incorporated

“THE ALLIANCE”

PART I

PRELIMINARY

1. Interpretation

“**The Act**” means the Incorporated Societies Act 1908 and any amendment thereof.

“**The Council**” means the Council of Management of the Alliance pursuant to Part III of these rules.

“**The Executive Committee**” means the persons elected by the Council holding the offices of Chairperson and such other members as determined by the Council.

“**Financial Year**” means the year beginning the first day of July and ending the last day of June the following year.

“**Governors**” mean individual persons elected from within the representative body.

“**Health**” means more than the absence of illness. It is a process of engaging social, mental, spiritual and physical well-being. It is a fundamental resource to the individual, community and to society as a whole and is a basic human right.

“**Meeting**” means any meeting held face to face, by teleconference, video conference, or by any other means.

“**Member**” and “**member organisation**” means an organisation that has been admitted to any class of membership.

“**The Regulations**” means any regulations as are or as may be enacted pursuant to the Act.

“**The Representative Body**” means the body of member organisation delegates.

“**Rural**” means areas that are not main urban areas as defined by Statistics NZ.

Nothing in this constitution shall be interpreted as preventing RHANZ from utilising the provisions of the Electronic Transactions Act 2002 and the Council and Executive shall be authorised to approve the use of electronic transactions as they see fit.

A reference to “writing” shall include information recorded in electronic form if the information is readily accessible so as to be usable for subsequent reference.

If at any time any matter shall arise, which is not provided for in these rules, or the interpretation of these rules, the same shall be determined where appropriate by the Council whose decision shall be final.

2. Name

The Society constituted by these rules shall be named “**RURAL HEALTH ALLIANCE AOTEAROA NEW ZEALAND INCORPORATED**” (RHĀNZ) and shall be incorporated as an incorporated society pursuant to the provisions of the Incorporated Societies Act 1908.

The society so formed is an “**Alliance**” of organisations with a particular interest in the health and wellbeing of rural people in Aotearoa New Zealand.

3. Objects

The objects of the ALLIANCE shall be to do anywhere and in particular in rural New Zealand, any of the following acts or things namely:

- a) to promote and enhance rural health and wellbeing.

- b) to promote the highest quality, efficient, acceptable and culturally appropriate co-ordinated health and disability service for all rural people and their families, irrespective of age, race, gender or sexual orientation.
- c) to promote equitable health care services.
- d) to promote and encourage the active involvement of all organisations with a rural health focus within the Alliance as members as categorised under Rule 6.
- e) to work with its member bodies to identify priority needs in rural health and to promote appropriate action.
- f) to research key issues in rural health, develop knowledge about them, and disseminate relevant information and knowledge to those with an interest in rural health.
- g) to promote and encourage the co-ordination of the training and educational requirements of the rural health workforce.
- h) to provide feedback to government and local and other authorities on the health impact of policies and services in rural communities.
- i) to make proposals and submissions, to any government department or government minister or any other body or organisation able to effect or assist in obtaining these objectives.
- j) to promote provision of healthcare and related matters to reflect the unique nature of Aotearoa by recognising the principles of the Treaty of Waitangi.
- k) to provide effective representation and leadership on rural health issues.
- l) to empower, enable, mediate, and advocate for and in conjunction with its member bodies.
- m) to develop strategic alliances with other groups that have the potential to improve rural health outcomes.
- n) to form affiliations with appropriate health and community organisations in New Zealand and around the world.
- o) to carry out other activities consistent with the charitable objects of the Alliance.

4. Powers

Without in any way limiting the generality of the foregoing and in order to achieve the objectives of the Alliance, the Alliance shall have the power:

- (a) to engage and/or employ staff to assist in the operations of the Alliance, and where necessary, to remunerate any such person or persons, and to determine such employment/engagement.
- (b) to enter into any arrangement or contract with any legal entity that is conducive to the Alliance's objects and to obtain from any such entity, any rights, privileges and concessions which the Alliance may think is desirable and appropriate.
- (c) to obtain and to carry out, exercise and comply with, any arrangements, contracts, rights, privileges and concessions entered into pursuant to clause (b) above.
- (d) to encourage the making or pledging of gifts to the Alliance (including testamentary gifts).
- (e) to raise money by means which may seem appropriate from time to time including participation in any commercial ventures consistent with aims and objectives of the Alliance.
- (f) to establish trusts or funds for the benefit of the Alliance generally or for specific purpose which is consistent with the objectives of the Alliance.

- (g) to invest and deal with the money of the Alliance not required by it from time to time in such manner as may seem appropriate and consistent with the aims and objectives of the Alliance PROVIDED THAT no loans shall be made, to any person (as defined in Income Tax Act 1976):
- i) that is a member organisation or a member of the Council,
 - ii) a settlor or trustee of any trust carrying on any business of the Alliance,
 - iii) an employee, shareholder or director of any company carrying on any business of the Alliance,
 - iv) a settlor or trustee of any trust which is a shareholder of the company carrying on any business of the Alliance, or
 - v) an associated person as defined by the Income Tax Act 1976 (or any statutory amendment or replacement of that Act) as any such member, member of the Council, settlor, trustee, shareholder or director.
- (h) to purchase, take on lease or on exchange, hire or otherwise acquire, and to sell, lease, or otherwise dispose of or deal in or with real and personal property of any description.
- (i) by approval of a special resolution, to borrow or raise money and to secure the same by giving mortgages charges or other securities of any parts of the real and personal property present or future of the Alliance.
- (j) to act as trustee of such trusts or funds which may be established or acquired by the Alliance.
- (k) to make, draw, accept, endorse, discount, execute and issue promissory notes / bills of exchange and other negotiable or transferable instruments.
- (l) to do all such things as are incidental or conducive to the attainment of the above objects and powers or any of them.

5. Business Carried on by the Alliance

Such income of the Alliance as may be derived from any business activity of the Alliance in New Zealand shall be held and applied solely within New Zealand SUBJECT to these provisions:

- a) The income and property of the Alliance shall be applied solely to the promotion of the Alliance's charitable objects.
- b) No part of the income and property of the Alliance shall be paid or transferred, directly or indirectly, to the members of the Alliance or associated persons.
- c) No member of the Council of the Alliance shall be appointed to any office of the Alliance for which a salary or fee is payable other than an Executive meeting fee as agreed with the Council from time to time.
- d) No benefit in money or moneys worth shall be given to any Executive member except repayment of out of pocket expenses and payment of the meeting fee.
- e) No member of the organisation or any person associated with a member shall participate in or materially influence any decision made by the organisation in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever.
- f) Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). The provisions and effect of this clause shall not be removed from this document, and shall be included and implied into any document replacing this document.

- (g) Professional account and influence: A person who is in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Alliance or to any company by which any business of the Alliance is carried on, be in breach of the terms of this clause.

PART II

MEMBERSHIP

6. Membership Qualifications

Full Membership

Subject to these rules an organisation is qualified to be a full member of the Alliance if; but only if that organisation satisfies all of the following (a) to (f) inclusive:

- a) has submitted a written application for membership of the Alliance as provided by Rule 7,
- b) has been approved for membership of the Alliance by the Council of the Alliance,
- c) is an organisation that has demonstrated a commitment to rural health and wellbeing.
- d) is deemed appropriate by the Council to admit as a member.
- e) has made payment of the Annual Membership Fee in accordance with Rule 8 below.
- f) has agreed to conduct themselves in accordance with the Alliance's vision, mission, core values, and code of conduct.

Associate Membership

Subject to these rules an organisation is qualified to be an associate member of the Alliance if that organisation:

- g) has made written application for associate membership under Rule 7 below, and
- h) has been approved for associate membership by the Council, and
- i) has made payment of the annual associate membership fee in accordance with Rule 8.
- j) Associate members shall have no voting rights within the Alliance.

Honorary Membership

- k) Honorary membership may be granted to an organisation at the discretion of the Council but honorary members will have no voting rights within the Alliance.

Friends Membership

- l) Friends membership may be granted to individuals at the discretion of the Council but friends members will have no voting rights within the Alliance.

7. Applications for Membership

- a) An application for full or associate membership of the Alliance:
 - i) shall be made in writing in such form as shall be prescribed by the Council from time to time and shall specify the way in which qualification in accordance with these rules shall be achieved, and
 - ii) shall be lodged with the Secretary or nominee of the Alliance.
- b) As soon as practicable after receiving an application for membership, the application shall be referred to the Council which shall determine whether to approve or to reject the application.
- c) The Council may reject any such application without assigning any reason therefore.

- d) Where the Council determines to approve an application for membership, the Alliance shall, as soon as practicable after that determination, notify the applicant of that approval.
- e) The Alliance shall on provision by the applicant organisation of their qualifying contributions in accordance with these rules, enter the applicants name in the register of members and, upon the name being so entered, the applicant becomes a member of the Alliance.
- f) Membership shall be reviewed annually.

8. Fees, Subscriptions, etc

- a) An individual member organisation of the Alliance shall pay to the Alliance an annual membership fee determined by the Council from time to time.
- b) The Council can waive or vary an annual membership fee for any member or defined group of members as determined from time to time.
- c) Unless the Council decides otherwise a member shall be required to meet all expenses incurred by the member in arranging for a representative to attend meetings of the Council, the AGM, and other functions organised by the Alliance.
- d) If the Council considers that the Alliance requires additional funding to meet extraordinary requirements the Council may call a Special General Meeting of the Alliance to vote upon the imposition of a levy upon members to meet such extraordinary requirements. When calling the meeting the Council shall state whether it proposes to levy all of the members (whether full or associate), the amount of the proposed levy (which may vary for individual members) and whether payment of the levy would be compulsory or voluntary. Any imposition of a levy contemplated by this clause may only be made by special resolution of the Alliance.

9. Resignation of Membership

- a) A member organisation may resign from membership of the Alliance by first giving notice in writing to the Treasurer or nominee of the member's intention to resign and upon receipt by the Secretary or nominee of that notice, the member ceases to be a member.
- b) A resignation shall be without prejudice to the obligation of the member to pay their subscription and shall not determine any obligation of the member under any contract between the member and the Alliance.

10. Cessation of Membership

- a) An organisation ceases to be a member of the Alliance if the organisation
 - i) ceases to exist, or
 - ii) is wound up, or
 - iii) becomes insolvent under administration within the meaning of the Insolvency Act 1967, or
 - iv) resigns that membership, or
 - v) no longer meets the membership criteria and the Council resolves that a membership be terminated, or
 - vi) fails to pay the membership subscription under clause 8 above after due notice has been given
- b) Where a member organisation of the Alliance ceases to be a member the Secretary or nominee shall make an appropriate entry in the register of member organisations recording the date on which the member ceased to be a member.

11. Membership not Transferable

A right, privilege or obligation which an organisation has by reason of being a member of the Alliance

- a) is not capable of being transferred or transmitted to another organisation, and
- b) terminates upon cessation of the organisation's membership.

12. Register of Members

- a) The Secretary or nominee of the Alliance shall establish and maintain a register of member organisations of the Alliance specifying the name, address and credentials of each organisation which is a member of the Alliance together with the date on which the organisation became a member.
- b) The register of member organisations shall be kept at the principal place of administration of the Alliance, or at any other site the Council approves, and shall be open for inspection, free of charge, by any member of the Alliance at any reasonable hour.

13. Member's Liabilities

- a) No member organisation, delegate, Council member or employee of the Alliance shall be liable for:
 - i) any losses not arising from his or her/their own wilful act or default,
 - ii) the acts or default of any other member or employee,
 - iii) the act or default of any agent employed in good faith by the Alliance.
- b) The liability of a member organisation or Council member of the Alliance to contribute towards the payment of the debts and liabilities of the Alliance or the costs, charges and expenses of the winding up of the Alliance is limited to the amount, if any, unpaid by the member in respect of annual membership fees.

14. Interested Member - Conflict of Interest

Any member organisation, delegate or Council member who is or may be in any other capacity whatsoever interested or concerned directly or indirectly in any property or undertaking in which the Alliance is or may be anyway concerned or involved shall disclose the nature and extent of that member's interest to the other members, and shall not take any part whatsoever in any deliberation of the members concerning any matter relating to such property or undertaking.

15. Disciplining of Member Organisation, delegate or Council Member

- a) Where the Council is of the opinion that a member organisation, delegate or council member of the Alliance:
 - i) has persistently refused or neglected to comply with a provision or provisions of these rules, or
 - ii) has persistently and wilfully acted in a manner prejudicial to the interests of the Alliance, or incompatible with the objects of the Alliance or which brings the Alliance into disrepute, the Council may, by resolution expel or suspend the member organisation, delegate or Council member from the Alliance.
- b) A resolution of the Council under Rule 15(a) is of no effect unless the Council, at a meeting held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service of the member of a notice under Rule 15(c), confirms the majority resolution in accordance with this rule.

- c) Where the Council passes a resolution under Rule 15(a), the Secretary or nominee shall, as soon as practicable, cause a notice in writing to be served on the member organisation, delegate or Council member:
 - i) setting out the resolution of the Council and the grounds on which it is based,
 - ii) stating that the member organisation, delegate or council member may address the Council at a meeting to be held not earlier than fourteen (14) days and not later than twenty-eight (28) days after service of the notice,
 - iii) stating the date, place and time of that meeting, and
 - iv) informing the member organisation, delegate or council member that the member organisation, delegate or council member may do either or both of the following:
 - 1) attend and speak at that meeting,
 - 2) submit to the Council at or prior to the date of that meeting written representations relating to the resolution.
- d) At the meeting of the Council held as referred to in Rule 15(c), the Council shall
 - i) give to the member organisation, delegate or council member an opportunity to make oral representations,
 - ii) give due consideration to any written representations submitted to the Council by the member organisation, delegate or council member at or prior to the meeting, and
 - iii) by resolution determine whether to confirm or to revoke the earlier resolution.
- e) Where the Council confirms a resolution under Rule 15(d), the resolution does not take effect
 - i) until the expiration of the period within which the member is entitled to appeal against the resolution and the member does not exercise the right of appeal within that period, or
 - ii) where within that period the member exercises the right of appeal, unless and until the Alliance pursuant to the Appeal process below confirms the resolution.

16. Right of Appeal of Disciplined Member

- a) A member may appeal to the Alliance in a Special General Meeting against a resolution of the Council which is confirmed under Rule 15(d), within seven (7) days after notice of the resolution is served on the member, by lodging with the Secretary or nominee a notice to that effect.
- b) Upon receipt of a notice from a member under Rule 16(a), the Secretary or nominee shall notify the Council which shall convene a Special General Meeting of the Alliance to be held within twenty-eight (28) days after the date on which the Secretary or nominee received the notice.
- c) At a Special General Meeting of the Alliance convened under Rule 16(b):
 - i) no business other than the question of the appeal shall be transacted,
 - ii) the Council and the member shall be given the opportunity to state their respective cases orally or in writing, or both, and
 - iii) the delegates present shall vote by secret ballot on the question of whether the resolution should be confirmed or revoked.

- d) If at the Special General Meeting the Alliance passes a special resolution in favour of the confirmation of the resolution, the resolution is confirmed.

PART III

17. CONSENSUS

Communications

Alliance communications will reflect consensus where it exists. Whenever necessary, Alliance communications will make it clear that member bodies have differing opinions. The Alliance respects the right of member bodies to have independent views. When there are specific inquiries about differing opinions they will be referred to member organisations. Media comment by the Alliance will be by agreed media release and will show individual contacts from each of the Alliance members as a footnote to the release. Individual members may then make comment on behalf of their own organisation.

18. THE REPRESENTATIVE BODY

- a) The Representative Body of the Alliance provides all Member organisations with the opportunity to engage on an equal footing in the Alliance's work. The Representative Body is ultimately responsible for selecting the issues on which the information and policy work focuses, and for developing the organisation's views. The Representative Body also has ultimate oversight of the Alliance's projects.
- b) Each organisation that is a member of the Alliance shall be represented by a delegate at meetings of The Representative Body.
- d) The Representative Body will meet at least once yearly at the Annual General Meeting and may choose to meet more frequently.
- f) A Member organisation's delegate to any meeting of The Representative Body should be a person who principally lives and works in a rural area or who has a demonstrated capacity to represent the rural interests of the Member organisation.
- g) Within the restrictions of these rules the Representative Body is able to determine its own terms of reference from time to time as it sees fit.

19. THE COUNCIL

Powers of Council

The Council of Management of the Alliance ("**the Council**"), subject to the Act, the Regulations and these rules:

- a) shall manage the affairs of the Alliance,
- b) may exercise all such functions as may be exercised by the Alliance other than those functions that are required by these rules to be exercised by a general meeting of members of the Alliance, and
- c) has power to perform all such acts and do all such things as appear to the Council to be necessary or desirable for the proper management of the affairs of the Alliance.

20. Constitution and Membership of the Council

- a) The Council shall comprise of no more than 12 members, with nine (9) elected persons and up to three (3) others appointed by the Council.

- b) Subject to Rules 20(c), 20(l), 20(m), 23 and 49, each Council member shall hold office for a term of three years.
- c) The Council members shall rotate annually so that each year a third of the Council members shall stand down. The Council members that shall be required to stand down shall be determined on the basis of the date of his or her most recent appointment to the Council. The first such appointed members being required to stand down. Any such Council members shall be eligible for re-election.
- d) The Council shall elect an Executive Committee in accordance with Rules 21 and 22 of up to five (5) including a Chairperson, Deputy Chairperson, Secretary, Treasurer and one other at the discretion of Council. A person is not eligible to be an Executive Committee member (other than an independent Chairperson) unless he or she is a member of Council. A holder of any specific office of the Executive Committee (other than an independent Chairperson) shall hold office until the earlier of (i) three years following the date of his or her appointment and (ii) the date that he or she is no longer a member of the Council. A holder of any specific office of the Executive Committee will be eligible for re-election.
- e) The names of each member representative who wishes to stand as a candidate for election as a member of the Council shall at least thirty five (35) days before the election be sent to the Secretary in writing for approval as a candidate by the Council. The Secretary shall forthwith convene a meeting of the Council to approve or decline the member as a candidate for election to the Council.
- f) When exercising the discretion set out in Rule 20(e) above the Council members shall act reasonably, ignoring their own interests and only have regard to the potential composition of the Council should the applicant be successful in the election so as to ensure that the Council would continue to adequately represent the different health disciplines and geographical regions represented by the Alliance.
- g) At least twenty one (21) days before the election the Secretary shall advise all members who had sent their names for consideration as a candidate by the Council whether or not the Council has approved them as a candidate for the election. The decision of the Council shall be final and binding on the members.
- h) The names of the candidates as approved by the Council shall be forwarded to all member organisations at least fourteen (14) days before the election. Such persons shall alone be eligible for election as Council members.
- i) All member delegates, entitled to vote under these rules, who attend the Annual General Meeting may vote for Council membership.
- j) The Secretary shall be the returning officer for the ballot and the successful candidates for the Council shall be the candidates with the greatest number of votes in the ballot.
- k) As soon as reasonably practicable after the Annual General Meeting the Council shall meet to elect one or more of its members to fill any vacancies in the Executive Committee. The Chairperson (or the Acting Chairperson) shall have a deliberative vote and, in any case of equality of votes, a casting vote.
- l) If there are less than nine (9) elected Council members (whether arising by reason of an insufficient number of members wishing to stand as a candidate for election as a member of the Council or by reason of there being a casual vacancy occurring in the membership of the Council), the Council may appoint a member/s to fill the vacancy/vacancies and the member(s) so appointed shall hold office, subject to these rules, until the next Annual General Meeting.
- m) The Council may also appoint or co-opt up to three (3) members to Council from time to time to ensure adequate representation of Maori, consumer interests, rural interests, health interests, geographic location and to enhance its capacity to respond to issues as they arise.

- n) Officers of the Alliance shall be entitled to such remuneration for their services to the Alliance as the Council determines from time to time.

21. Chairperson

The Chairperson will be appointed by the Council and may be a member of the Council or an independent Chairperson. The appointment shall continue until the Council serves written notice terminating the appointment. At any meeting of the Council, the Chairperson shall have a deliberative vote and, in all cases of equality of votes, a casting vote.

Duties:

- (a) to perform duties as itemised elsewhere in the rules, and as would normally be expected of a Chairperson.
- (b) to act as spokesperson for the Alliance.

22. Deputy Chairperson, Secretary and Treasurer

These offices will be appointed at a meeting of the Council for a term of three years and at the Council meeting immediately following every triennial General Meeting or sooner if the officers vacate their office.

Duties:

- (a) to perform duties as itemised elsewhere in the rules, and as would normally be expected of these offices.

23. Casual Vacancies

For the purposes of these rules, a casual vacancy in the Council occurs if the Council member:

- a) dies,
- b) his/her organisation ceases to be a member of the Alliance
- c) becomes insolvent under administration within the meaning of the Insolvency Act 1967,
- d) resigns office by notice in writing given to the Secretary or nominee,
- e) becomes of unsound mind, or
- f) is absent without the consent of the Council from three consecutive meetings of the Council.

24. Meetings and quorum

- a) The Council shall meet at least and not less than once in each quarter at such place and time, or by electronic communication, as the Council may determine.
- b) Additional meetings of the Council may be convened by the Chairperson or by any member of the Council.
- c) Oral, written or email notice of a meeting of the Council shall be given by the Secretary or nominee to each member of the Council.
- d) Notice of a meeting given under Rule 30(c) shall specify the general nature of the business to be transacted at the meeting and no business other than that business shall be transacted at the meeting, except business which the Council members present at the meeting unanimously agree to treat as urgent business.
- e) The Council shall determine the manner of running its meetings and regular meetings of the Alliance as are consistent with good practice and management of Councils.

- f) Six (6) members (or half plus one if the Council is less than ten (10) members) of the Council constitute a quorum for the transaction of the business of a meeting of the Council.
- g) No business shall be transacted by the Council unless a quorum is present and if within half an hour of the time appointed for the meeting a quorum is not present the meeting stands adjourned to the same place at the same hour of the same day in the following week.
- h) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall be dissolved.
- i) At a Council meeting
 - i) the Chairperson shall preside, or
 - ii) if the Chairperson is absent or unwilling to act, the Deputy Chairperson will preside or if absent or unwilling to act, such one of the remaining members of the Council as may be chosen by the members present at the meeting shall preside.

25. Delegation by Council to Sub-Committee

- a) The Council may, by instrument in writing, delegate to one or more Sub-Committees (consisting of such persons as the Council thinks fit) the exercise of such of the functions of the Committee are as specified in the instrument, other than
 - i) the power of delegation, and
 - ii) a function which is the duty imposed on the Council by the Act or by any other law.
- b) A function the exercise of which has been delegated to a Sub-Committee under this rule may, while the delegation remains unrevoked, be exercised from time to time by the Sub-Committee in accordance with the terms of the delegation.
- c) A delegation under this rule may be made subject to such conditions or limitations as to the exercise of any function of the subject thereof; or as to time or circumstances, as may be specified in the instrument of delegation.
- d) Notwithstanding any delegation under this rule, the Council may continue to exercise any function delegated.
- e) Any act or thing done or suffered by a sub-committee acting in the exercise of a delegation under this rule has the same force and effect as it would have if it had been done or suffered by the Council.
- f) The Council may, by instrument in writing, revoke wholly or in part any delegation under this rule.
- g) A Sub-Committee may meet and adjourn as it thinks proper.

26. Voting and decisions

- a) Questions arising at a meeting of the Council or of any Sub-Committee appointed by the Council, where consensus cannot be reached, shall be determined by a majority of the votes of members of the Council or Sub-Committee present at the meeting.
- b) Each member present at the meeting of the Council or of any Sub-Committee appointed by the Council (including the person presiding at the meeting) is entitled to vote but, in the event of any equality of votes on any question, the Chairperson may exercise a second or casting vote.
- c) Any act or thing done or suffered, or purporting to have been done or suffered, by the Council or by a Sub-Committee appointed by the Council, is valid and effectual notwithstanding any

defect that may afterwards be discovered in the appointment or qualification of any member of the Council or Sub-Committee.

PART IV

GENERAL MEETINGS

27. Annual General Meeting - holding of

- a) The Alliance shall, at least once in each calendar year and within the period of six (6) months after the expiration of each financial year of the Society, convene an Annual General Meeting of its members.

28. Annual general meetings calling of and business at

- a) The Annual General Meeting of the Alliance shall, subject to the Act and to Rule 28, be convened on such date and at such place and time as the Council thinks fit. The Council shall ensure that members who are unable to attend in person are able to participate in the Annual General Meeting by means of electronic communication with the use of video or voice conferencing facilities.
- b) In addition to any other business which may be transacted at an Annual General Meeting, the business of an annual general meeting shall be:
 - i) to confirm the minutes of the last preceding annual general meeting and of any special general meeting held since that meeting.
 - ii) to receive reports upon the activities of the Alliance during the last preceding financial year from the Chairperson, from the Treasurer and any other reports as the Alliance determines.
 - iii) to elect the members of the Council for the forthcoming year.
 - iv) to appoint any honorary members (if appropriate).
 - v) to receive and consider the annual financial statements which are required to be submitted to the Registrar of Incorporated Societies pursuant to Section 23 of the Act.
 - vi) to decide whether to appoint an auditor to audit the Alliance's accounts for the forthcoming year.
- c) An Annual General Meeting shall be specified as such in the notice convening it.

29. Special general meetings - calling of

- a) The Council may, whenever it thinks fit, convene a special general meeting of the Alliance.
- b) The Council shall, on the requisition in writing of not less than 8 full members convene a Special General Meeting of the Alliance.
- c) A requisition of member organisations for a special general meeting:
 - i) shall state the purpose or purposes of the meeting,
 - ii) shall be signed by the member organisations delegates making the requisitions,
 - iii) shall be lodged with the Secretary or nominee, and
 - iv) may consist of several documents in a similar form, each signed by one or more of the member organisations delegates making the requisition.
- d) If the Council fails to convene a special general meeting to be held within one (1) month after the date on which a requisition for the meeting has been lodged with the Secretary or

nominee, any one or more of the delegates who made the requisition may convene a special general meeting to be held not later than three (3) months after that date.

- e) A Special General Meeting convened by a member organisation according to the rules of this Society shall be convened as nearly as is practicable in the same manner as general meetings are convened by the Council.

30. Notice

- a) Except where the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Alliance, the Secretary or nominee shall, at least fourteen (14) days before the date fixed for the holding of the general meeting, cause to be sent to all member organisations a notice specifying the place, date and time of the general meeting and the nature of the business proposed to be transacted at that general meeting.
- b) Where the nature of the business proposed to be dealt with at a general meeting requires a special resolution of the Alliance, the Secretary or nominee shall, at least twenty-one (21) days before the date fixed for the holding of the general meeting, cause notice to be sent to all member organisations specifying matters required to be discussed in accord with this deed and in addition to those matters, the intention to propose the resolution as a special resolution.
- c) No business other than that specified in the notice convening a general meeting shall be transacted at the meeting except, in the case of an Annual General Meeting, business which may be transacted pursuant to this deed.
- d) Member organisations shall be notified by a method as approved by Council of the date of the Special General Meeting.
- e) A member organisation desiring to bring any business before a general meeting may give notice in writing of that business to the Secretary or nominee who shall include that business in the next notice calling a general meeting given after receipt of the notice from the member organisation.

31. Procedure

- a) No item of business shall be transacted at a general meeting unless a quorum of member organisation delegates entitled under these rules to vote is present during the time the meeting is considering that item.
- b) Ten (10) member delegates present in person or by means of video or voice conferencing or 50% of the membership if there are less than 20 members of the Alliance in total (being member delegates entitled under these rules to vote at a general meeting) constitute a quorum for the transaction of the business of a general meeting.
- c) If within half an hour after the appointed time for the commencement of a general meeting a quorum is not present, the meeting if convened upon the requisition of members shall be dissolved and in any other case shall stand adjourned to the same day in the following week at the same time and (unless another place is specified at the time of the adjournment by the person presiding at the meeting or communicated by written notice to members given before the day to which the meeting is adjourned) at the same place.
- d) If at the adjourned meeting a quorum is not present within half an hour after the time appointed for the commencement of the meeting, the members present (being not less than eight (8) or 40% if less than 20 members of the Alliance in total) shall constitute a quorum.

32. Presiding member

- a) The Chairperson or nominee shall preside as chairperson at each general meeting of the Alliance.
- b) If the Chairperson or nominee is absent from a general meeting or unwilling to act, the members present shall elect one of their number to preside as Chairperson at the meeting.

33. Adjournment

- a) The Chairperson of a general meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- b) Where a general meeting is adjourned for fourteen (14) days or more, the Secretary or nominee shall give written or oral notice of the adjourned meeting to each member organisation of the Alliance stating the place, date and time of the meeting and the nature of the business to be transacted at the meeting.
- c) Except as provided in Rules 30(a), 30(b) and 31(c), notice of an adjournment of a general meeting or of the business to be transacted at an adjourned meeting is not required to be given.

34. Making of decisions

- a) A question arising at a general meeting of the Alliance shall be determined on a show of hands or voice response or by any other means determined by the Council.
- b) At a general meeting of the Alliance, a poll may be demanded by the Chairperson or by not less than five (5) members present at the Meeting.
- c) Where a poll is demanded at a general meeting, the poll shall be taken:
 - i) immediately in the case of a poll which relates to the question of an adjournment; or
 - ii) in any other case, in such manner and at such time before the close of the meeting as the Chairperson directs.

and the resolution of the poll on the matter shall be deemed to be the resolution of the meeting on the matter

- d) A decision by the Alliance does not prevent a member organisation holding an independent view and when that is different from the majority the Alliance representatives must declare that consensus does not exist as per rule 17.

35. Special resolution

- a) A resolution of the Alliance is a special resolution if it is passed by a three-quarters majority of member delegates present or by proxy, at a general meeting who are entitled to vote under these rules.
- b) A special resolution of the Alliance does not prevent a member organisation holding an independent view and when that is different from the majority the Alliance representatives must declare that consensus does not exist as per rule 17.

36. Unanimous resolution

A resolution of the Alliance is a unanimous resolution if it is passed by every member delegate present, or by proxy, at a general meeting who is entitled to vote under these rules.

37. Voting

- a) Upon any question arising at a general meeting of the Alliance each member organisation has one vote only.

- b) An Associate, Honorary or Friend member has no voting rights.
- c) All votes shall be given personally or by proxy but no member may hold more than two (2) proxies.
- d) In the case of an equality of votes on a question at a general meeting, the chairperson of the meeting is entitled to exercise a second or casting vote.
- e) Voting may be by voice or show of hands in face to face, teleconference, video conference or any other electronic medium or any other method approved by the Council.

38. Appointment of proxies

- a) Each member shall be entitled to appoint another member as proxy by notice given to the Secretary or nominee not later than twenty-four (24) hours before the time of the meeting in respect of which the proxy is appointed.
- b) The notice appointing the proxy shall be in a form approved by the Council.

PART V

MISCELLANEOUS

39. Insurance

The Alliance may effect and maintain insurance if it thinks fit.

40. Funds

- a) The funds out of the Alliance shall be derived from membership fees and donations and, subject to any resolution passed by the Society in a general meeting, such other sources as the Council determines.
- b) All money received by the Alliance shall be deposited as soon as practicable and without deduction to the credit of the Alliance's bank account.
- c) The Alliance shall, as soon as practicable after receiving any money, issue an appropriate receipt.

41. Funds - management

- a) The funds of the Alliance shall be used in pursuance of the objects of the Alliance in such manner as the Council determines.
- b) All cheques, draft, bills of exchange, promissory notes and other negotiable instruments shall be signed by the Chairperson and the Treasurer or their nominee.

42. Alteration of objects and rules

- a) All rules of the Alliance may be altered, rescinded or added to only by a special resolution of the Alliance PROVIDED THAT it shall not be lawful to make any amendments to this document which would detract from the Alliance's exclusively charitable nature. These alterations can be serviced at Annual General Meetings or Special General Meetings.
- b) No addition to or alteration of the aims/objects, payments to members clause or the winding-up clause shall be approved without the approval of Inland Revenue. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

43. Common seal

- a) The Common seal of the Alliance shall be kept in the custody of the Secretary or nominee.
- b) The Common seal shall not be affixed to any instrument except by the authority of the Council and the affixing of the Common seal shall be attested by the signatures either of two (2) members of the Council or of one (1) member of the Council and of a nominee approved by the Council.

44. Custody of books, etc

Except otherwise provided by these rules, the Secretary or nominee shall keep in his or her custody or under his or her control all records, books and other documents (apart from financial) relating to the Alliance.

45. Inspection of books, etc

The records, books and other documents of the Alliance shall be open to inspection, free of charge, by a member of the Alliance at any reasonable hour.

46. Delivery of notices

- a) For the purpose of these rules, a notice may be served by or on behalf of the Alliance upon any member organisation either personally or by sending it by post or by email to the member organisation at their address shown in the register of members.
- b) Where a document is sent to a member organisation by properly addressing, prepaying and posting to the member organisation, or delegate, a letter or electronic form containing the document, the document shall, unless the contrary is proved, be deemed for the purposes of these rules to have been served on the member at the time at which the letter would have been delivered in the ordinary course of post or electronic delivery.

47. Surplus property

If the Alliance should at any time by reason of statutory proceedings or from any other cause whatsoever be wound up or in the course of winding up and if upon the winding up or dissolution of the Alliance there remains after the satisfaction of all debts and liabilities any properties and assets whatsoever the same shall not be paid to or distributed amongst the then member organisations of the Alliance but shall be paid, given or transferred to some other institutions having charitable objects within New Zealand similar to the charitable objects of the Alliance such institution or institutions to be selected by the member organisations of the Alliance at or immediately prior to the time of dissolution or in default of any such selection by the High Court of New Zealand having jurisdiction in relation to 'the subject matter of the proceeding' in question.

Where a fund has been raised by way of voluntary contributions howsoever made by members or by any person whatsoever, for a specific purpose being charitable within the meaning of Section 38 (excluding those parts of Section 38 which are not charitable under general law) of the Charitable Trust Act 1957, and it becomes impossible or impracticable to carry out that specific purpose or there remains a surplus fund after the specific purpose has been carried out, that surplus fund shall be applied for some other purpose or purposes being charitable within the meaning of Section 38 (excluding those parts of Section 38 which are not charitable under general law) of the Charitable Trusts Act 1957, as the Council thinks fit, and the Council shall have all such powers as may be necessary to apply such fund for such purpose or purposes.

48. Payment etc of office bearers or members

- a) The income and property of the Alliance shall be held and applied solely for the purposes of the Alliance.
- b) No portion of such income or property shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any organisation(s) or person(s) who at any time or times have been members or delegate of the Alliance.
- c) Nothing herein contained shall prevent:
 - i) the payment in good faith of reasonable remuneration or wages to any officers or servants of the Alliance or to any delegate of the Alliance or any other person in return for any services actually rendered to the Alliance (which may include a meeting fee), or
 - ii) the bona fide relieving or assisting of people or the wives, widows, families or relations of member organisations of the Alliance who have become poor and necessitous or are deceased or
 - iii) the payment of interest at the current market rate for the time being on any money borrowed from any member organisation of the Alliance for any of the purposes of the Alliance, or
 - iv) or be deemed to exclude any member organisation of the Alliance from the benefit of any grant made under or in the furtherance of any of the objects of the Alliance.
- d) A member of the Council shall not be appointed to any salaried office of the Alliance paid by fees, and no remuneration or other benefit in money or money's worth shall be given by the Society to any member of the Council except:

- i) repayment of out of pocket expenses,
- ii) a meeting fee,
- iii) interest at the rate not exceeding interest at the rate for the time being which is not or would be charged by the Alliance's bankers for money lent to the Alliance, and
- iv) reasonable and proper rent for premises let to the Alliance.

49. Vacation of office

Without limiting other rules in this deed, the office of a member of the Council shall become vacant if

- a) the member holds an office of profits in the Alliance.
- b) the member is directly or indirectly interested in any contract or proposed contract with the Alliance.