

Northcote Town Centre

CONSTITUTION

Ratified at AGM on 28th October 2025

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1 BACKGROUND

This applies to the Northcote Town Centre Businesses Association Incorporated:

- Incorporated – 2 June 1994
- NZBN 9429042672852
- Society # 628308

This constitution was ratified at the AGM on 28th October 2025 and replaces the 2023 constitution.

This 2025 constitution was developed to:

- Ensure compliance with the Auckland Council BID Policy
- Ensure compliance with the Incorporated Societies Act 2022
- Enable re-registration of the **Association** under the Incorporated Societies Act 2022.

2 INTRODUCTORY RULES

2.1 Name

The name of the Association is Northcote Town Centre (referred to as the '**Association**' in this Constitution).

2.2 Charitable Status

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

2.3 Definitions

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

- 2.3.1 '**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.
- 2.3.2 '**Annual Financial Statements**' means the annual financial statements for the Association to be approved by the Members and filed with the Registrar of Incorporated Societies under the **Act**.
- 2.3.3 '**Annual General Meeting**' or '**AGM**' has the meaning given to it in Rule 8.
- 2.3.4 '**Associate Member**' means a member of the **Association** admitted pursuant to Rule 4.4.
- 2.3.5 '**Association**' means the Northcote Town Centre Business Association.
- 2.3.6 '**Auditor**' means the auditor appointed in accordance with Rule 8.4.
- 2.3.7 '**BID**' or '**Business Improvement District**' means an area within Auckland where local business and property owners agree to work together, with support from the council, to:
- a) improve their business environment,
 - b) promote innovation and economic prosperity,
 - c) attract new businesses and customers.
- 2.3.8 '**BID Area**' means the geographical area subject to the **BID Targeted Rate** for Northcote Town Centre, as defined for the purposes of the Auckland Council rating information database.
- 2.3.9 '**BID Manager**' means anyone employed by the **Committee** to carry out functions required.

- 2.3.10 **'BID Policy'** means the **Council** policy that sets out the relationship between the **Association** and Auckland Council including the three-year **BID Targeted Rate Grant Agreement**, and the governance and accountability requirements for the **BID Programme** and **BID Programme Targeted Rate Grant**.
- 2.3.11 **'BID Programme'** means the economic development programme known as the "Business Improvement District" or "BID" programme implemented in relation to the Northcote Town Centre BID Area, involving the Council, the **Association**, the business community and other stakeholders, to organise, design, promote, improve and develop the Northcote Town Centre **BID Area**.
- 2.3.12 **'BID Targeted Rate'** means any rate set by Auckland Council pursuant to section 16 of the Local Government (Rating) Act 2002, to provide, or contribute to, the **BID Programme Targeted Rate Grant**.
- 2.3.13 **'BID Programme Targeted Rate Grant'** means any funding received by the **Association** from Auckland Council for the purposes of the **BID Programme**.
- 2.3.14 **'Chairperson'** means the chairperson of the Association referred to in Rule 5.3.9.
- 2.3.15 **'Committee'** means the Association's governing body.
- 2.3.16 **'Constitution'** means the rules in this document.
- 2.3.17 **'Council'** means the Auckland Council.
- 2.3.18 **'Deputy Chairperson'** means the **Officer** elected or appointed to deputise in the absence of the Chairperson.
- 2.3.19 **'Financial Year'** means the 12 month or other financial reporting period ending on 30 June each year, being the balance date for the **Association** for financial reporting purposes.
- 2.3.20 **'Full Member'** means an entity or **Person** entitled to be a member of the Association pursuant to Rule 4.3.
- 2.3.21 **'General Meeting'** means either an Annual General Meeting or a Special General Meeting of the **Members** of the **Association**.
- 2.3.22 **'Interested Member'** means a **Member** who is interested in a matter for any of the reasons set out in section 62 of the **Act**.
- 2.3.23 **'Interests Register'** means the register of interests of **Officers**, kept under this **Constitution** and as required by section 73 of the **Act**.
- 2.3.24 **'Local Board'** means the local board of the Council within whose local board area the BID Programme operates.

2.3.25 **'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**.

2.3.26 **'Members'** means the members of the **Association** from time to time including **Full Members**, and **Associate Members**.

2.3.27 **'Notice'** to **Members** includes any notice given by email, post, or courier.

2.3.28 **'Officer'** means all members of the committee who is:

- a) a member of the **Committee**; or
- b) occupying a position in the Association that allows them to exercise significant influence over the management of administration of the Association, including: the **Chairperson, Secretary, Treasurer**, and any other officer referred to in this **Constitution**, for example, the **BID Manager**.

2.3.29 **'Person(s)'** - references to **Person(s)** in this **Constitution** include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations or other entities.

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

2.3.31 **'Rule'** or **'Rules'** means the clauses within this **Constitution**.

2.3.32 **'Secretary'** means the Secretary of the Association referred to in Rule 5.3.9.

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

2.3.34 **'Special Resolution'** is a resolution that must be approved at a **General Meeting**.

2.3.35 **'Treasurer'** means the Treasurer of the **Association** referred to in Rule 5.3.9.

2.3.36 **'Working Days'** mean as defined in the Legislation Act 2019. Examples of days that are not **Working Days** include, but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Christmas Day, Boxing Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign's birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, New Year's Day and 02 January, and Labour Day.

2.4 Registered Office

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

2.4.1 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**.

2.5 Contact Individual

2.5.1 The **Association** shall have at least one (1) but no more than three (3) contact individual(s) whom the Registrar can contact when needed.

2.5.2 The **Association's** contact individual must be:

- a) at least 18 years of age, and
- b) ordinarily resident in New Zealand.

2.5.3 A contact individual can be appointed by the **Committee** or elected by the **Full Members** at a General Meeting.

2.5.4 Each contact individual'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) a telephone number.

2.5.5 Any change in that contact individual or that individual'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.

3 PURPOSES

3.1 Primary Purposes

The primary purposes of the **Association** are to benefit businesses in the **BID Area**, by:

- 3.1.1 **Managing and growing the income and assets** of the **Association**, including the **BID Programme**.
- 3.1.2 **Advocating for a favourable business environment** (including; infrastructure, legislation, and policies) that supports local businesses, by representing their interests to national, regional, and local authorities.
- 3.1.3 **Advocating for, and investing in, placemaking** initiatives that improve the physical environment around Northcote Town Centre's business clusters, ensuring they are accessible, attractive, and safe, for customers and employees.
- 3.1.4 **Leveraging Northcote Town Centre's unique assets** and commercial profile to advance the interests of local businesses, recognising the diversity of industries, customer bases, and community needs.
- 3.1.5 **Promoting the Northcote Town Centre's business clusters** (including; geographical groups, industries, customer-bases, and other shared interests) to build the commercial potential of businesses in the **BID Area**.
- 3.1.6 **Providing opportunities** for building the skills and capabilities of local businesses.
- 3.1.7 **Fostering a collaborative business community** that encourages mutual support and strengthens the commercial interests and well-being of Northcote Town Centre businesses and their employees.
- 3.1.8 **Delivering and administering** the **BID Programme** and **BID Programme Targeted Rate Grant**.
- 3.1.9 **Undertaking activities** that advance, or are incidental or conducive to, the attainment of the purposes set out above.

3.2 Excluded Purposes

- 3.2.1 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 of its **Members** (whether in money or in kind); or
 - b) having capital that is divided into shares or stock held by its **Members**; or
 - c) holding, property in which its members have a disposable interest (whether directly, or in the form of shares or stock in the capital of the **Association** or otherwise).

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

- a) engages in trade; or
- b) pays a **Member** for matters that are incidental to the purposes of the **Association**, and the **Member** is a not-for-profit entity; or
- c) distributes funds to a **Member** to further the purposes of the **Association**, and the **Member**:
 - i) is a not-for-profit entity, and
 - 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; or
- e) provides benefits to members of the public or of a class of the public and those individuals include **Members** or their families; or
- f) pays a **Member** a salary or wages or other payments for services to the **Association** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the **Member** than those terms 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**); or
- g) 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
- h) on removal of the **Association** from the Register of Incorporated Societies having its surplus assets distributed under subpart 5 of Part 5 of the **Act** to a **Member** that is a not-for-profit entity.

4 MEMBERS

4.1 Membership

- 4.1.1 The **Association** shall maintain the minimum number of **Members** required by the **Act**.
- 4.1.2 For the avoidance of doubt, a **Person** (as defined in **Rule 2.3.29**) may be a **Member** only once at the same time, even though that **Person** may be entitled to be a **Member** on more than one ground.
- 4.1.3 **Members** may change their representative, but such changes are not effective until the **Secretary** has been notified in writing of the change, including the name and contact information of the new representative.

4.2 Types of Members

The types of membership are:

- 4.2.1 Full Members as detailed in **Rule 4.3**.
- 4.2.2 Associate Members as detailed in **Rule 4.4**.

4.3 Full Member

- 4.3.1 A **Person** is entitled to be a **Full Member** when they:
- a) own one or more commercially rated properties within the **BID Area**; OR
 - b) operate a business in a commercially rated property within the **BID Area** for not less than 50 business days each calendar year;
- AND
- c) have consented to be a **Member**, and
 - d) are admitted to membership under this **Constitution**, and
 - e) have not previously been expelled from the **Association**, unless the **Committee** has resolved to re-admit that **Person** under Rule 4.10.
- 4.3.2 Any **Person** who ceases to be entitled to be a **Full Member** of the **Association** shall immediately notify the **Secretary** in writing, stating the date their entitlement ceased.

4.3.3 **Full Members** are entitled to:

- a) Attend all **General Meetings**
- b) A single vote on each **Matter** at **General Meetings**
- c) Attend all meetings of the **Committee**, but not vote unless they are also an **Officer** of the **Committee**
- d) Be a candidate in an election to the **Committee**
- e) Receive regular communications about the **Association's** activities, including the **BID Programme**
- f) Receive notification of upcoming General Meetings, meetings of the **Committee**, and agenda items for these meetings.

4.4 **Associate Member**

4.4.1 For **Associate Membership**, the **Committee** shall set, membership criteria, fees, and approval process, by resolution at a **Committee Meeting** or at a **General Meeting**.

4.4.2 An **Associate Member** is a **Person** who:

- a) is not entitled to be a **Full Member**; but
- b) has been approved as an **Associate Member** pursuant to criteria and processes set by the **Committee**; and
- c) has consented in writing to be an **Associate Member**; and
- d) has paid the membership fee set by the **Committee**; and
- e) is admitted to membership under this **Constitution**; and
- f) has not previously been expelled from the **Association**, unless the **Committee** has resolved to readmit that **Person** under Rule 4.12.

4.4.3 **Associate Members** are entitled to:

- a) Attend all **General Meetings**.
- b) Be appointed by the **Committee** to be a member of the **Committee** or of a sub-committee
- c) Receive regular communications about the **Association's** activities, including the **BID Programme**.
- d) Receive notification of upcoming meetings and agenda items.

4.4.4 For the avoidance of doubt, **Associate Members** are **NOT** entitled to:

- a) Be a candidate in an election to the **Committee**, but they may be appointed by the **Committee** to be a member of the **Committee** when there are insufficient **Full Members** candidates to fill the **Committee**.
- b) Vote at **Committee** meetings, unless they have been appointed by the **Committee** to be a member of the **Committee**, and have been granted voting rights by the **Committee**.
- c) Vote at **General Meetings**.

4.5 Becoming a Member : Consent

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

4.6 Becoming a Member : Process

4.6.1 Applicants for membership must; supply information requested, pay the annual membership subscription, and follow the application process set by the **Committee**.

4.6.2 **Associate Members** require approval that follows criteria and processes set by the **Committee**.

4.6.3 Submission of the application form and payment of the subscription fees is accepted as consent to become a **Member**.

4.6.4 The **Association** shall maintain accurate records of **Member** contact details and annual subscription payments pursuant to **Rule 9.1**.

4.6.5 The **Committee** may accept or decline an application for membership at its sole discretion. The **Committee** must advise the applicant of its decision if it decides to decline an application for membership.

4.7 Members' Obligations and Rights

4.7.1 Every **Member** shall provide the **Association** in writing with that **Member's** name and contact details (including; business affiliations, physical address of their business, email address, and a telephone number) and promptly advise the **Secretary** in writing of any changes to those details.

4.7.2 All **Members** shall support the interests and **Purposes** of the **Association** and shall do nothing to bring the **Association** into disrepute.

- 4.7.3 A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Association's** premises, facilities, equipment and other property, and participating in **Association** activities) if all subscriptions and any other fees have been paid to the **Association** by their respective due dates, but no **Member** or **Life Member** is liable for an obligation of the **Association** by reason only of being a **Member**.
- 4.7.4 The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Association**, and to participate in **Association** activities, including any conditions of and fees for such access, use or involvement.

4.8 Subscriptions and Fees

- 4.8.1 The **Committee** shall set the subscription fees, and any other fees, by resolution at a **Committee Meeting** or a **General Meeting**. The **Committee** can also decide that payment be made by periodic instalments.
- 4.8.2 The **Committee** can set different subscription fees for **Full Members** and **Associate Members**.
- 4.8.3 The **Committee** can set \$0 subscription fees for **Full Members**.
- 4.8.4 Any **Member** failing to pay the subscription fees (including any periodic payment), any levy, or any capitation fees, within 2 calendar months of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Association** activity or to access or use the **Association's** premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 2 calendar months of the due date for payment of the subscription, any other fees, or levy the **Committee** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

4.9 Ceasing to be a Member

- 4.9.1 A **Full Member** ceases to be a **Full Member** when they no longer meet the criteria in rule 4.3.1.
- 4.9.2 A **Member** ceases to be a **Member**:
- a) by resignation from that **Member's** class of membership by written notice signed by that **Member** to the **Secretary**; or
 - b) on termination of a **Member's** membership following a dispute resolution process under this **Constitution**; or
 - c) on death; or

- d) by resolution of the **Committee** where:
 - i) The **Member** has failed to pay a subscription, levy or other amount due to the **Association** within 2 calendar months of the due date for payment.
 - ii) In the opinion of the **Committee** the **Member** has brought the Association into disrepute.
- e) with effect from (as applicable):
 - i) the date of receipt of the **Member's** notice of resignation by the **Committee** (or any subsequent date stated in the notice of resignation);
or
 - ii) the date of termination of the **Member's** membership under this **Constitution**;
or
 - iii) the date of death of the; or
 - iv) 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.

4.10 Becoming a Member Again

4.10.1 Any former **Full Member** may re-apply to be a **Full Member** when they meet the criteria in **Rule 4.3.1**.

4.10.2 Any former **Member** may be re-admitted pursuant to the process in **Rule 4.8**.

4.10.3 But, 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 **Committee** meeting.

4.11 Membership Entitlements Not Transferrable

A right, privilege or obligation which a **Person** has, by reason of being a **Member** of the **Association** cannot be transferred or transmitted to another **Person**; and terminates upon cessation of the **Person's** membership.

5 OFFICERS

'**Officer**' means all members of the **Committee** as described in Rule 2.3.28

5.1 Qualifications of Officers

5.1.1 Every **Officer** must be an individual who:

- a) has consented in writing to be an **Officer** of the **Association**, and
- b) certifies that they are not disqualified from being elected or appointed or otherwise holding office as an **Officer** of the **Association**.

5.1.2 **Officers** must not be disqualified under section 47(3) of the **Act** from being appointed or holding office as an **Officer** of the **Association**, namely:

- a) An individual who is under 16 years of age
- b) An individual who is an undischarged bankrupt
- c) An individual who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993, or any other similar legislation
- d) An individual who is disqualified from being a member of the governing body of a charitable entity under the Charities Act 2005
- e) An individual who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 - i) an offence under subpart 6 of Part 4 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, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (1) to (3)
 - v) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere
- f) an individual subject to:
 - i) a banning order under subpart 7 of Part 4 of the Act, or
 - ii) an order under section 108 of the Credit Contracts and Consumer Finance Act 2003, or
 - 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) An individual who is subject to an order that is substantially similar to an order referred to in paragraph (6) under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the regulations (if any) of the **Act**.

- 5.1.3 Prior to election or appointment as an **Officer** an individual 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** either by this **Constitution** or the **Act**.
- 5.1.4 Note that only an individual may be an **Officer** and each certificate shall be retained in the **Association's** records.

5.2 Officers' Duties

At all times each **Officer**:

- 5.2.1 Shall act in good faith and in what he or she believes to be the best interests of the **Association**.
- 5.2.2 Must exercise all powers for a proper purpose.
- 5.2.3 Must not act, or agree to the **Association** acting, in a manner that contravenes the **Act** or this **Constitution**,
- 5.2.4 When exercising powers or performing duties as an **Officer**, must exercise the care and diligence that a reasonable individual with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:
- a) the nature of the **Association**; and
 - b) the nature of the decision; and
 - c) the position of the **Officer** and the nature of the responsibilities undertaken by him or her.
- 5.2.5 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.
- 5.2.6 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.

5.3 Election or Appointment of Officers

5.3.1 **Officers** shall be elected during a **General Meeting**, usually an **Annual General Meeting**.

The election of **Officers** shall be conducted as follows:

5.3.2 Only **Full Members** may be nominated as **Officers** of the Committee.

5.3.3 Nominations of candidates for election as **Officers** of the Committee shall be:

- a) made in writing; and
- b) signed by two (2) **Full Members** of the **Association**; and
- c) include the written consent of the candidate; and
- d) accompanied by a declaration that the candidate is qualified, as defined by the **Act**, to be an **Officer**; and
- e) accompanied by a declaration of the candidate's interests; and
- f) delivered to the **Secretary** not less than five (5) **Working Days** before the date fixed for the **Annual General Meeting**.

5.3.4 If the number of nominations received matches or is fewer than the number of vacancies, the candidates nominated shall be deemed to be elected.

5.3.5 If more nominations are received than the number of vacant, a vote will be held.

5.3.6 Votes shall be cast in such a manner as the individual chairing the meeting determines.

5.3.7 In the event of any vote being tied, the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).

5.3.8 Two (2) **Members** (who are not candidates) or non-**Members** appointed by the **Chairperson** shall act as scrutineers for the counting of the votes and destruction of any voting papers.

5.3.9 The **Chairperson**, **Secretary**, and **Treasurer** of the **Committee** will be elected by the **Committee** at their first meeting following each election of **Officers**.

5.3.9.1 The Committee will set the responsibilities and authorities of the **Chairperson**, **Secretary**, and **Treasurer**.

5.3.10 If a Local Board Representative is appointed as an **Officer** of the **Committee**, they:

- a) May not be the **Chairperson**, **Secretary**, or **Treasurer**.
- b) Shall not have voting rights.

5.4 Term

The term of office for all **Officers** elected to the **Committee** shall be one (1) year, expiring at the election of **Officers** at the **Annual General Meeting** in the year corresponding with the last year of each **Officer's** term of office.

5.5 Ceasing to Hold Office

5.5.1 An **Officer** ceases to hold office when they resign (by notice in writing to the **Committee**), are removed, die, or otherwise vacate office in accordance with section 50(1) of the **Act**.

5.5.2 Each **Officer** shall within ten (10) **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Committee** all books, papers and other property of the **Association** held by such former **Officer**.

5.6 Removal of Officers

An **Officer** shall be removed as an **Officer** by resolution of the **Committee** or the **Association** where in the opinion of the **Committee** or the **Association**:

5.6.1 The **Officer** elected to the **Committee** has been absent from three (3) committee meetings without leave of absence from the **Committee**; or

5.6.2 The **Officer** has brought the **Association** into disrepute; or

5.6.3 The **Officer** has failed to disclose a conflict of interest; or

5.6.4 The **Officer** has a conflict of interest that is too significant to be easily managed; or

5.6.5 The **Committee** passes a vote of no confidence in the **Officer**.

5.6.6 Removal will take effect from (as applicable) the date specified in a resolution of the **Committee** or **Association**.

5.7 Conflicts of Interest

5.7.1 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 or sub-committee, and
- b) in an **Interests Register** kept by the **Committee** pursuant to rule 9.2.

- 5.7.2 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**.
- 5.7.3 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 members of the **Committee** 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** of the **Committee** who are not interested in the **Matter** consent; but
 - c) may take part in any discussion of the **Committee** and/or sub-committee relating to the **Matter** and be present at the time of the decision of the **Committee** and/or sub-committee, unless the **Committee** and/or sub-committee decides otherwise).
- 5.7.4 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.
- 5.7.5 Where half 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.
- 5.7.6 Where half 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**.

6 COMMITTEE

6.1 Committee Composition

- 6.1.1 The **Committee** must be **Members** of the **Association** and are referred to as **Officers**, but some Officers might not have voting rights.
- 6.1.2 The **Committee** will usually comprise **Full Members** elected at an **Annual General Meeting**, pursuant to rule 5.3
- 6.1.3 The **Committee** will consist of at least five (5) voting-**Officers** and no more than nine (9) voting- **Officers**.
- 6.1.4 Usually there will be an uneven number of **Officers**.
- 6.1.5 In the event of a casual vacancy, the **Committee** can appoint **Full Members** to the **Committee** to fill the available spaces, and these appointees will have voting rights, and their term will be the remainder of the vacancy.
- 6.1.6 Up to two (2) **Associate Members** may be appointed, to the **Committee** when there are insufficient **Full Members** elected to fill the **Committee**, and the **Committee** will set the term of the appointment, not exceeding one (1) year, and specify whether voting rights are granted.
- 6.1.7 The **Committee** shall have the right to co-opt up to two (2) additional non-voting Members at any one time for a specified time and for a limited time but not exceeding one year. Co-option might be to acquire additional skills or increase representation, and might include a Local Board representative.
- 6.1.8 The **BID Manager** or Chief Executive of the Business Association is an ex officio non-voting **Committee** member.

6.2 Functions of the Committee

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 Incorporated Societies Act 2022, any Regulations made under that **Act**, and this **Constitution**, and in accordance with the requirements as set out in the **BID Policy**.

6.3 Powers of the Committee

- 6.3.1 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**.

- 6.3.2 The **Committee** shall be responsible for co-ordinating with the **Council** any ballot required by the **Council** in relation to the **BID Area**;
- 6.3.3 The **Committee** shall carry out matters relating to the **BID Programme** on behalf of the **Association**, which includes:
- a) identifying strategic opportunities;
 - b) establishing a programme of activities, projects, and priorities to further the **BID Programme**;
 - c) allocating the **BID Programme Targeted Rate Grant**;
 - d) overseeing the spending of approved budgets;
 - e) monitoring work progress against approved budgets and performance measures;
 - f) reporting to the Local Board or to the Governing Body of the **Council** as required; and
 - g) any other matters or requirements as set out in the **BID Policy**.
- 6.3.4 The **Committee** shall be responsible for arranging the preparation of reports and financial statements, for the **Association** to meet regulatory and **Council** requirements.
- 6.3.5 The committee shall be responsible for accounting for the **BID Programme Targeted Rate Grant**.
- 6.3.6** The committee shall be responsible for ensuring that the Association complies with the **Act**, this **Constitution** and all other applicable laws and regulations, including all aspects of the **BID Policy**.
- 6.3.7 In carrying out the role and exercising the powers set out in this **Rule 6.3**, the **Committee** must take into account, and engage with, the various types and categories of businesses located within the **BID Area**.

6.4 Sub-committees

- 6.4.1 The **Committee** may appoint sub-committees consisting of such individuals (whether or not they are **Members** of the **Association**) and for such purposes as it thinks fit.
- 6.4.2 Unless otherwise resolved by the **Committee**:
- 6.4.2.1 The quorum of every sub-committee is half the members of the sub-committee but not less than 2,
 - 6.4.2.2 No sub-committee shall have power to co-opt additional members,
 - 6.4.2.3 A sub-committee must not commit the **Association** to any financial expenditure without express authority from the **Committee**, and
 - 6.4.2.4 A sub-committee must not further delegate any of its powers.

6.5 General Matters : Committees

- 6.5.1 The **Committee** and any sub-committee may act by resolution approved during an in-person meeting, 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** or sub-committee meeting.
- 6.5.2 Other than as prescribed by the **Act** or this **Constitution**, the **Committee** or any sub-committee may regulate its proceedings as it thinks fit.

7 COMMITTEE MEETINGS

7.1 Procedure

- 7.1.1 The quorum for **Committee** meetings shall be a simple majority of the total number of the appointed committee (or a minimum of 3 if there are only 5 members).
- 7.1.2 A meeting of the **Committee** may be held either:
- a) by a number of the Officers of the Committee who constitute a quorum, being assembled together at the place, date and time appointed for the meeting; or
 - b) by means of audio, or audio and visual, communication by which all Officers of the Committee participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 7.1.3 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.
- 7.1.4 Every **Officer** on the **Committee** shall have one vote on each **Matter**.
- 7.1.5 From time-to-time resolutions may be passed by email vote where all voting-**Officers** of the **Committee** know of the resolution and it is approved by majority of the **Committee** votes.
- 7.1.6 The **Officers** of the **Committee** shall elect one of their number as **Chairperson** of the **Committee**, pursuant to Rule 5.3.9.
- 7.1.7 If at a meeting of the **Committee**, the **Chairperson** is not present, the members of the **Committee** present may choose one of their number to chair the meeting.
- 7.1.8 The **Chairperson** does have a casting vote in the event of a tied vote on any resolution of the **Committee**.
- 7.1.9 Except as otherwise provided in this **Constitution**, the **Committee** may regulate its own procedure.

7.2 Frequency

- 7.2.1 The **Committee** shall meet as required, at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chairperson** or **Secretary**.
- 7.2.2 The **Secretary**, or other **Committee** member nominated by the **Committee**, shall usually give to all **Committee** members not less than five (5) **Working Days'** notice of **Committee** meetings, but in cases of urgency, or where **Committee** Members agree to a change, a shorter period of notice shall suffice.

8 GENERAL MEETINGS

8.1 Procedures for all General Meetings

- 8.1.1 The **Committee** shall give all **Members** at least 14 days' written **Notice** of an **Annual General Meeting** and of the business to be conducted at that **General Meeting**.
- 8.1.2 The **Committee** shall give all **Members** at least 21 days' written **Notice** of any **Special General Meeting** and of the business to be conducted at that **General Meeting**.
- 8.1.3 That **Notice** will be addressed to the **Member** at the contact address (email or post) 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**.
- 8.1.4 Only current **Members** may attend and speak at **General Meetings**.
- 8.1.5 Only current **Full Members** may vote at **General Meetings**.
- 8.1.5.1 Each **Full Member** has only one vote on each **Matter** being decided.
- 8.1.5.2 Votes may be by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Secretary** at least five (5) **Working Days** before the commencement of the **General Meeting**.
- 8.1.5.3 No other proxy voting shall be permitted.
- 8.1.6 No **General Meeting** may be held unless at least ten (10) eligible current **Members** attend throughout the meeting, and this will constitute a quorum.
- 8.1.7 If, within 30 minutes 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.
- 8.1.8 Unless otherwise required by this **Constitution**, all questions shall be decided by a simple majority of those in attendance in-person or by proxy and voting at a **General Meeting** or voting by remote ballot.

8.2 Minutes

The **Association** must keep minutes of all **General Meetings**.

8.3 Annual General Meetings : When they will be held

- 8.3.1 An **Annual General Meeting** shall be held once a year on a date and at a location and/or using any electronic communication determined by the **Committee** and consistent with any requirements in the **Act**, and the **Constitution** relating to the procedure to be followed at **General Meetings** shall apply.
- 8.3.2 The **Annual General Meeting** must be held no later than 31 October each year.

8.4 Annual General Meetings : Business

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

- 8.4.1 Confirm the minutes of the last Annual General Meeting and any Special General Meeting(s) held since the last Annual General Meeting,
- 8.4.2 Adopt the annual report on the operations and affairs of the Association,
- 8.4.3 Adopt the **Committee**'s report on the finances of the Association, and the annual financial statements,
- 8.4.4 Receive and approve the proposed **BID Targeted Rate Grant** amount for the following Financial Year, provided that any increase in the **BID Targeted Rate Grant** amount by more than 10% or \$10,000 (whichever is greater) over the current year's **BID targeted Rate Grant** amount must be approved by '**Special Resolution**'.
- 8.4.5 Elect members of the **Committee**.
- 8.4.6 Appoint an **Auditor**.
- 8.4.7 Approve the annual accountability reporting as required and set out in the **BID Policy**.
- 8.4.8 Give any notice of any record made in the **Association's Interests Register** since the last preceding **Annual General Meeting**
- 8.4.9 Consider any motions of which prior notice has been given to **Members** with notice of the **Annual General Meeting**
- 8.4.10 Consider any general business.
- 8.4.11 The **Committee** must, at each **Annual General Meeting**, present the following information:
- a) Annual report on the operation and affairs of the **Association** during the most recently completed accounting period; and
 - b) Annual financial statements for that period; and

- c) 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).

8.5 Special General Meetings

8.5.1 The **Committee** must call a **Special General Meeting** if it receives a written request signed by at least 10 percent of **Full Members**.

8.5.2 Any resolution or written request for a **Special General Meeting** from **Members** must:

- a) State the purpose or purposes of the meeting; and
- b) Be signed by the **Full Members** requesting the **Special General Meeting**; and
- c) Be submitted to the **Secretary**; and
- d) May consist of several documents in a similar form, each signed by one or more of the Full Members making the requesting the Special General Meeting.
- e) The **Committee** must notify a **Special General Meeting** within 21 days after the date of receipt of the request for a **Special General Meeting**, provided the request complies with the conditions above.
- f) If the **Committee** fails to notify a **Special General Meeting** within 21 days of the request, the **Full Member(s)**, may convene a **Special General Meeting** within two months after the request, provided the request complies with the conditions above.

8.5.3 A **Special General Meeting** convened by a **Full Member(s)** under Rule 8.5.2 (f) shall be deemed to have been convened by the **Committee**.

8.5.4 The rules in this **Constitution** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or in the written request by **Full Members** for the **Meeting**.

9 RECORDS

9.1 Register of Members

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

9.1.2 For each current **Member**, the information contained in the Register of Members shall include:

- a) Their name, and
- b) The date on which they became a **Member** (if there is no record of the date they joined, this date will be recorded as 'Unknown'), and
- c) Their class of membership (e.g. Full, Associate, Life, Honorary)
- d) Their affiliations to businesses in the **BID Area**
- e) Their contact details, including:
 - i) An email address, and
 - ii) A telephone number, and usually
 - iii) A physical address.

9.1.3 Every current **Member** shall advise the **Association** of any change of the **Member's** contact details.

9.1.4 The **Association** shall also keep a record of the former **Members** of the **Association**. For each **Member** who ceased to be a **Member** within the previous Seven (7) years, the **Association** will record:

- a) The former **Member's** name; and
- b) The date the former **Member** ceased to be a **Member**; and
- c) Where the **Membership** was terminated by the **Committee**, this detail must be recorded.

9.2 Interests Register

The **Committee** shall at all times maintain an up-to-date register of the interests (directly or indirectly, real or perceived) disclosed by **Officers** and by members of any sub-committee.

9.3 Access to information for Members

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

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

9.3.3 The **Association** must, within a reasonable time after receiving a request, provide information on the **BID Programme** free of charge.

9.3.4 The **Association** must, within a reasonable time after receiving a request for information that is not about the **BID Programme**:

- a) Provide the information, or
- b) Agree to provide the information within a specified period, or
- c) Agree to provide the information within a specified period if the Member pays a reasonable charge to the 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.

9.3.4.1 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 individuals, including that of deceased individuals; or
- 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**; or
- c) the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other individual, whether or not that individual supplied the information to the **Association**; or
- d) the information is not relevant to the operation or affairs of the **Association**; or
- e) withholding the information is necessary to maintain legal professional privilege; or
- f) the disclosure of the information would, or would be likely to, breach an enactment; or
- g) the burden to the **Association** in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information; or
- 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**.

9.3.5 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**:

- a) that the **Member** will pay the charge; or
- b) that the **Member** considers the charge to be unreasonable.

9.3.6 Nothing in this **Rule** limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

10 FINANCES

10.1 Control and Management

10.1.1 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**.

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

10.1.3 All money received on account of the **Association** shall be banked within 20 **Working Days** of receipt.

10.1.4 All accounts paid or for payment shall be submitted to the **Treasurer** for approval of payment.

10.1.5 The **Committee** must ensure that at all times accounting records are kept that:

- a) correctly record the transactions of the Association; and
- b) allow the Association to produce financial statements that comply with the requirements of the Act; and
- c) would enable the financial statements to be readily and properly audited (if required) under any New Zealand legislation, and the **Association's Constitution**, and as required under the **BID Policy**.

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

10.1.7 The accounting records must be kept in written 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 7 completed accounting periods of the **Association**.

10.2 Indemnities and Insurance

10.2.1 The Association must not indemnify, or directly or indirectly effect insurance for, an officer, a member, or an employee of the society, except as permitted by subpart 6 of the Act.

10.2.2 Permitted Indemnities

The Association may indemnify its current and former Officers, Members, and employees as permitted under section 96 of the Act. However, the Association may indemnify an Officer under section 96 of the Act only if expressly authorized by the constitution, for the following matters:

- Liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act, or any other duty imposed on the Officer in their capacity as an Officer.

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- Costs incurred by the Officer for any claim or proceeding relating to that liability.

10.2.3 Permitted Insurance

10.2.4 With the prior approval of the Committee, the Association may effect insurance for its current and former Officers, Members, and employees as permitted under section 97 of the Act. However, the Association may effect insurance for an Officer under section 97 of the Act only if expressly authorized by the constitution, for the following matters:

- Liability (other than criminal liability) for a failure to comply with a duty under sections 54 to 61 of the Act, or any other duty imposed on the Officer in their capacity as an Officer.
- Costs incurred by the Officer for any claim or proceeding relating to that liability.

10.2.5 Officer Certification for Insurance For any insurance effected for an officer, the officers who vote in favor of authorizing the insurance must sign a certificate stating that, in their opinion, the cost of effecting the insurance is fair to the society. If this certification requirement is not met, the insured officer is personally liable to the society for the cost of the insurance premium.

10.3 Balance Date

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

11 DISPUTE RESOLUTION

11.1 Meanings of Dispute and Complaint

A dispute is a disagreement or conflict involving the **Association** and/or its **Members** in relation to allegations set out below.

11.1.1 The disagreement or conflict may be between any of the following persons:

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

11.1.2 The disagreement or conflict relates to allegations including, but not limited to:

- 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 **Association's Constitution** or bylaws or the **Act**

- c) the **Association** has breached, or is likely to breach, a duty under the **Association's Constitution** or bylaws or the **Act**
- d) a **Member's** rights or interests as a **Member** have been damaged or **Member's** rights or interests generally have been damaged.

11.1.3 A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that:

- a) states that the **Member** or **Officer** is starting a procedure for resolving a dispute in accordance with the **Association's 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**.

11.1.4 The **Association** may make 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 **Association's Constitution**; and
- b) sets out the allegation to which the dispute relates.

11.1.5 The information setting out the allegations must be sufficiently detailed to ensure that a person 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.

11.1.6 A complaint may be made in any other reasonable manner permitted by the **Association's Constitution**.

11.1.7 All **Members** (including the **Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Association's** activities.

11.1.8 The complainant raising a dispute, and the **Committee**, 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.

11.2 How Complaint is made

11.2.1 A **Member** or an **Officer** may make a complaint by giving to the **Committee** (or a complaints subcommittee) a notice in writing that:

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

11.2.2 The **Association** may make a complaint involving an allegation or allegations 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 Association's Constitution; and
- b) sets out the allegation to which the dispute relates.

11.2.3 The information given under **Rule** 11.2.1 must be sufficient to ensure that a person against whom an allegation is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that person to prepare a response.

11.2.4 A complaint may be made in any other reasonable manner permitted by the **Association's Constitution**.

11.3 Person who makes complaint has right to be heard

11.3.1 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.

11.3.2 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**.

11.3.3 Without limiting the manner in which 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); and
- b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
- c) an oral hearing (if any) is held before the decision maker; and
- d) the **Member's**, **Officer's**, or **Association's** written or verbal statement or submissions (if any) are considered by the decision maker.

11.4 Person who is subject of complaint has right to be heard

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

- a) has engaged in misconduct; or
- b) has breached, or is likely to breach, a duty under the **Association's Constitution** or bylaws or this Act; or
- c) has damaged the rights or interests of a **Member** or the rights or interests of **Members** generally.

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

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

11.4.4 Without limiting the manner in which 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; and
- b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
- 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.

11.5 Investigating and determining dispute

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

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

11.6 Association may decide not to proceed further with complaint

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 an **Officer** has engaged in material misconduct;
 - ii) that a **Member**, an **Officer**, or the **Association** has materially breached, or is likely to materially breach, a duty under the **Association's Constitution** or bylaws or the **Act**;
 - iii) that a **Member's** rights or interests or **Members'** 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; or
- d) the Person who makes the complaint has an insignificant interest in the matter; or
- 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.

11.7 Association may refer complaint

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

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

11.7.2 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, facilitation, or a tikanga-based practice).

11.8 Decision Makers

An individual may not act as a decision maker in relation to a complaint if two (2) or more **Officers** of the **Committee** or a complaints subcommittee consider that there are reasonable grounds to believe that the individual may not be:

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

12 LIQUIDATION AND REMOVAL FROM THE REGISTER

12.1 Resolving to put Association into liquidation

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

12.1.2 This includes any amalgamation or merger that affects the purposes, or any other provision set out in the **Rules** relevant to the **BID Programme**, under the three-year **BID Targeted Rate Grant** Agreement, or the **BID Programme Targeted Rate Grant** will not be permitted unless and until it is approved in writing by the **Council**.

12.1.3 The **Committee** shall give 21 **Working Days** written **Notice** to all **Members** of the proposed resolution to put the **Association** into liquidation.

12.1.4 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**.

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

12.2 Resolving to apply for removal from the register

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

12.2.2 The **Committee** shall give 21 **Working Days** written **Notice** to all **Members** of the proposed resolution to remove the **Association** from the Register of Incorporated Societies.

12.2.3 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**.

12.2.4 Any resolution to remove the **Association** from the Register of Incorporated Societies must be passed by a simple majority of all **Members** present and voting.

12.3 Surplus assets

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

12.3.2 In the case of liquidation, all debts and liabilities of the **Association** must first be discharged.

12.3.3 Once the debts and liabilities of the Association have been discharged, any excess **BID Programme** funds will be applied towards any purpose for which the **BID Programme Targeted Rate Grant** was set, abiding with the conditions of the three-year **BID Programme Targeted Rate Grant** Agreement.

12.3.4 If there remains any surplus property or funds after the satisfaction of all debts and liabilities, that surplus shall not be paid or distributed to any **Member** and shall instead be distributed or applied for the purposes of the **Association** and/or for charitable purposes in or for the benefit of businesses in the **BID Area**, which may include a transfer to any other New Zealand organisation that operates for such objects or purposes in or for the benefit of the area and not for private pecuniary profit.

12.3.5 However, in any resolution under this rule, the **Association** may approve a different distribution to a different not-for-profit entity from that specified above, so long as the **Association** complies with this **Constitution** and the **Act, Auckland Council BID Policy** and three-year **BID Programme Targeted Rate Grant** Agreement in all other respects.

13 ALTERATIONS TO THE CONSTITUTION

13.1 Amending this constitution

- 13.1.1 All amendments must be made in accordance with this **Constitution**. Any minor or technical amendments shall be notified to **Members** as required by section 31 of the **Act**.
- 13.1.2 Any alteration, rescission, addition, or replacement that affects the purposes or any other provision relevant to the **BID Programme**, three-year **BID Targeted Rate Grant** agreement or the **BID Programme Funding** will not be valid or effective unless and until it is approved in writing by the **Council**.
- 13.1.3 The **Association** may amend or replace this **Constitution** at a **General Meeting** by a **Special Resolution** passed by a simple majority of those **Full Members** present and voting.
- 13.1.4 If **Members** request an amendment or replacement of the **Constitution**, the proposed resolution shall be signed by at least 10 per cent of **Full Members** and given in writing to the **Secretary** at least 30 **Working Days** before the **General Meeting** at which the resolution is to be considered and accompanied by a written explanation of the reasons for the proposal.
- 13.1.5 At least 21 **Working Days** before the **General Meeting** at which any amendment is to be considered the **Committee** shall give to all **Members** notice of the proposed resolution, the reasons for the proposal, and any recommendations the **Committee** has.
- 13.1.6 When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in the **Act** for registration and shall take effect from the date of registration.