



# New Zealand Institute of Landscape Architects Tuia Pito Ora Incorporated

## Constitution

The NZILA Constitution was adopted by the members on 6<sup>th</sup> November 2025 in accordance with the Incorporated Societies Act 2022

Signed:

Ralph Johns  
Chair

Simon Button  
Deputy Chair

Peter Whiting  
Board Member



Tuia Pito Ora  
New Zealand Institute  
of Landscape Architects

[www.nzila.co.nz](http://www.nzila.co.nz)

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## 1. NAME AND REGISTERED OFFICE

- 1.1 **Name:** The name of the Institute is New Zealand Institute of Landscape Architects Tuia Pito Ora Incorporated (**Institute**).
- 1.2 **Name change:** Any change to the name of the Institute will be in accordance with s117 of the Incorporated Societies Act 2022 (**Act**). Any change to the Institute's name will be updated on the Registrar's Website.
- 1.3 **Registered office:** The registered office of the Institute is at a place the Board nominates from time to time. Any change to the Institute's registered address will be updated on the Registrar's Website not less than 5 working days prior to the address being changed.

## 2. OBJECTS AND PURPOSES

- 2.1 **Objects/Purposes:** The Institute is formed for the following objects and/or purposes for the benefit of Members:
  - (a) To promote the profession of landscape architecture.
  - (b) To raise the character and status and to safeguard and advance the interests of the profession of landscape architecture.
  - (c) To promote the principles of partnership, participation, and protection embodied in Te Tiriti o Waitangi across the landscape architecture profession.
  - (d) To support the study of landscape architecture and the related arts and sciences, including mātauranga Māori.
  - (e) To oversee the professional accreditation of landscape architecture education programmes in New Zealand in accordance with IFLA guidelines.
  - (f) To promote appropriate and sustainable landscape protection, planning, design intervention and management.
  - (g) To recognise tikanga Māori (Māori customs and practices) as an integral part of Māori culture and way of life.
  - (h) To support the principle of kaitiakitanga which considers the inherent responsibility that comes from whakapapa and the act of safeguarding and enhancing the mauri of the natural environment so that it can be handed down to future generations in a state that is as good or better than the current state.
  - (i) To bring matters affecting landscape architecture to the notice of Government and other authorities and organisations in all parts of New Zealand and elsewhere.
  - (j) To increase the confidence of the community in the employment of professional landscape architects.

- (k) To improve the general and technical knowledge of persons engaged in the profession of landscape architecture through conferences and a CPD programme.
- (l) To co-operate with other institutions or Institutes or other bodies that have objectives similar to those of this Institute.
- (m) To afford a means of adjusting professional differences and to decide all questions of ethics, usage, or courtesy in connection with the profession.
- (n) To promote good relationships and friendliness among the members of the profession.
- (o) To offer, provide, sponsor or contribute towards any lecture, scholarship, prize or other award for any research, study, literary contribution or other effort in connection with any objective of the Institute.
- (p) To undertake other activities or actions as may be decided by the Board from time to time which may assist in the achievement of the above objectives.

2.2 **Powers:** The Institute has the power to do all things necessary and/or incidental to the attainment of its Purposes, including to:

- (a) purchase, take on lease, acquire and receive any real and personal property and sell, transfer, demise and otherwise deal with any real or personal property of the Institute;
- (b) raise and borrow money and secure the repayment of money raised or borrowed, or the payment of any debt or liability of the Institute by any lawful means, including granting security over all or any of the real or personal property of the Institute;
- (c) lend or invest any monies of the Institute on such terms and in such manner as it thinks fit;
- (d) undertake and execute any trusts within the Purposes of the Institute and accept any gift, endowment, or for the purpose of any specific not-for-profit purchases of the Institute and to carry out any such trust attached to the gift;
- (e) draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, warrants and other negotiable instruments;
- (f) appoint, employ, remove or suspend employees and persons whose service may or may not be deemed necessary or desirable for the purpose of the operations of the Institute;
- (g) generally to do all such acts, matters and things and to enter into and make such agreements as are incidental or conducive to the attainment of any of the Purposes of the Institute; and
- (h) appoint a patron of the Institute.

2.3 **No financial gain:** The Institute does not have any financial gain purpose and in particular:

- (a) there will be no distributions, in money or in kind, to Members;
- (b) no Member will have a disposable interest in any property owned by the Institute;
- (c) no capital of the Institute will be divided into shares to be held by Members.

2.4 **Permitted activities:** The following activities are not for the purpose of financial gain of Members merely because the Institute will or may:

- (a) engage in trade;
- (b) pay a Member for matters that are incidental to the purposes of the Institute, and the Member is a not-for-profit entity;
- (c) distribute funds to a Member to further the purposes of the Institute, and the Member:
  - (i) is a not-for-profit entity; and
  - (ii) is affiliated or closely related to the Institute (or proposed Institute); and
  - (iii) has the same, or substantially the same, purposes as those of the Institute;
- (d) reimburse a Member for reasonable expenses legitimately incurred on behalf of the Institute or while pursuing the Institute's purposes;
- (e) provide benefits to members of the public, or of a class of the public, including Members of the Institute or their families;
- (f) provide benefits to Members or their families to alleviate hardship;
- (g) provide educational scholarships or grants to Members or their families;
- (h) pay a Member a salary, wages, or other payments for services, or enter into any other transaction with a Member, on arm's-length;
- (i) provide a Member with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the Institute;
- (j) have its surplus assets distributed under subpart 5 of Part 5 of the Act and in accordance with clause 14 to a Member that is a not-for-profit entity;
- (k) amalgamate with or into another Institute under subpart 2 of Part 5 of the Act (with the result that the amalgamated Institute succeeds to any gain, profit, surplus, dividend, or other financial benefit of the amalgamating Institute);

2.5 **Professional group:** The Institute does not have a purpose of being carried on, and is not being carried on, for the financial gain of any of its Members merely

because it is established for the protection or regulation of the profession in which the Members are engaged or interested, if the Institute itself does not engage or take part in the profession, or any part or branch of it.

### 3. MEMBERSHIP OF INSTITUTE

- 3.1 **Number of Members:** The Institute will have a minimum of 10 Members at all times.
- 3.2 **Rights and responsibilities of Members:** Members have the rights and responsibilities set out in this Constitution. All Members shall promote the purposes of the Institute and do nothing to bring the Institute into disrepute.
- 3.3 **Types of Members:** The Institute has the following membership types:
- (a) **Registered:** A person may be a Registered Landscape Architect by way of either:
- (i) **Registered Mentoring Programme:** requiring them to have graduated with an accredited landscape architectural qualification and to have a minimum of four years of landscape architectural practice of a nature acceptable to the Board – at least one year of which must have been completed in Aotearoa New Zealand; and to have:
- A undertaken the Registered Mentoring Programme; and
- B passed the Institute’s examination.
- (ii) **Being an established Member:** requiring them to have graduated with an accredited landscape architectural qualification, and to have a minimum of ten years of landscape architectural practice of a nature acceptable to the Board – at least two years must have been completed in Aotearoa New Zealand; and also:
- A to be endorsed by two NZILA Registered Landscape Architects one of whom must sponsor their application; and to have
- B passed the Institute’s examination.
- (iii) **Being an Affiliate Member:** requiring them to have graduated with at least a Design, Urban Design or Planning related Bachelor’s degree qualification, and to have:
- A at least ten years (450 weeks) of landscape architectural practice; including at least four years’ experience in an Aotearoa New Zealand. This experience must have been with a team and/or organisation that has included at least one Registered Landscape Architect for the duration of this experience; and
- B undertaken the Registered Mentoring Programme; and
- C passed the Institute’s examination.

- (iv) **Reciprocal Membership:** requiring them to have been admitted to an equivalent grade of membership by an IFLA-recognised Institute, and to have worked in New Zealand for a minimum of one year; and to:
  - A be sponsored by two Registered Members; and
  - B satisfy an examining panel of their professional competence and knowledge of professional practice.
- (v) **Use of term:** Any Registered Member shall be entitled to use the term “Registered Landscape Architect” in association with the NZILA Design Guidelines.
- (vi) **Membership rights:** Registered Members have the full powers and privileges of membership, including to:
  - A identify themselves as a Registered Member; and
  - B be elected to the Board; and
  - C hold office as Chair or Deputy Chair of the Board; and
  - D be elected to a Branch Committee; and
  - E vote on matters on which eligible Members may vote;
  - F call for a General Meeting; and
  - G enter the Awards programme.
- (vii) **CPD:** Registered Members must complete CPD Requirements in accordance with Policy requirements to maintain their membership status.
- (b) **Non-registered:**
  - (i) A formerly Registered Member of the Institute:
    - A who chooses not to engage in the CPD process; or
    - B whose Registered status has been revoked through disciplinary action; or
    - C who no longer practices landscape architecture.
  - (ii) Non-Registered Members possess all of the rights and privileges of Registered Members except the right to:
    - A identify themselves as a Registered Member; or
    - B hold the office of Chair or Deputy Chair of the Board;
    - C vote, other than as specified in 4.11(c); or
    - D call for Member Motions; or

E call for a general meeting.

(c) **Graduate:**

- (i) A person who has completed the academic requirements (having a qualification accredited by a member association, which is member of the IFLA) for registration but who is still working towards becoming a Registered Member of the Institute.
- (ii) Applications for Graduate Membership shall be submitted via the designated online process and must include proof of the academic requirements noted in clause 3.3c(i).
- (iii) A Graduate Member can become a Registered Member of the Institute by completing one of the suitable pathways detailed in clause 3.3(a).
- (iv) Graduate Members possess all of the rights and privileges of Registered Members except the right to:
  - A identify themselves as a Registered Member; or
  - B hold the office of Chair or Deputy Chair of the Board ; or
  - C vote, other than as specified in 4.11(c); or
  - D to call for Member Motions, or,
  - E call for a general meeting.

(d) **Affiliate:**

- (i) A person who is interested and/or involved in the principles and practice of landscape architecture to the extent that such membership would be mutually beneficial.
- (ii) Applications for Affiliate Membership shall be submitted via the online process designated by the Institute from time to time and must include a statement of the applicant's area of interest along with any relevant qualifications.
- (iii) Affiliates have limited membership rights. Affiliate Members do not have of rights to:
  - A identify themselves as a Registered Member; or
  - B be elected to the Board; or
  - C hold the office of Chair or Deputy Chair of the Board;
  - D be elected for a Branch Role on a Branch Committee; or
  - E vote; or
  - F call for Member Motions; or

- G call for a general meeting; or
- H enter the Awards programme.

(e) **Student:**

- (i) A person who is studying in an NZILA-accredited landscape architecture programme, provided that a person shall cease to be a Member of this grade if that person:
  - A becomes eligible to become a Graduate Member of the Institute; or
  - B at the expiration of seven years from the date of becoming a Student; or
  - C is engaged in full-time employment.
- (ii) Applications for Student Membership shall be submitted via the online process designated by the Institute from time to time, noting their Institution and study pathway.
- (iii) Student Members have limited membership rights. Student Members do not have rights to:
  - A identify themselves as a Registered Member; or
  - B be elected to the Board; or
  - C hold the office of Chair or Deputy Chair of the Board; or
  - D be elected for a Branch Role on a Branch Committee; or
  - E vote; or
  - F call for Member Motions; or
  - G call for a general meeting.
- (iv) Student Members are not required to pay an annual subscription.

(f) **Honorary Fellow:**

- (i) A person from outside of the profession who is distinguished by scientific, artistic, literary or other eminent attainment whose activities promote or have promoted the aims and objectives of the Institute.
- (ii) Honorary Fellows will be appointed according to the 2025 Nomination and Conferment Guidelines for Fellows, Honorary Fellows and Life Members.
- (iii) Honorary Fellows have limited membership rights. Honorary Fellows do not have rights to:

- A identify themselves as a Registered Member; or
  - B be elected to the Board; or
  - C hold the office of Chair or Deputy Chair of the; or
  - D be elected for a Branch Role on a Branch Committee; or
  - E vote; or
  - F call for Member Motions; or
  - G call for a general meeting; or
  - H enter the Awards programme.
- (iv) Honorary Fellows are not required to pay an annual subscription.
- (g) **Additional recognition:** Additional recognition may be granted to Members who have made particular contributions to the Institute and the profession of landscape architecture, provided that they are Registered Members. The qualifications for such recognition shall be as follows:
- (i) **Fellow:**
    - A A person who in the opinion of the Board has significantly contributed to the status or advancement of the profession in New Zealand. Provided that person is a Registered Member of the Institute.
    - B Fellows will be appointed according to the 2025 Nomination and Conferment Guidelines for Fellows, Honorary Fellows and Life Members.
    - C As Registered Members, Fellows possess all of the rights and privileges of Registered Members.
  - (ii) **Life:**
    - A A person who in the opinion of the Board has made a unique, outstanding and ongoing contribution to the advancement of the profession in New Zealand, provided that person is a Fellow of the Institute.
    - B Life members will be appointed according to the 2025 Nomination and Conferment Guidelines for Fellows, Honorary Fellows and Life Members.
    - C A Life Member has full powers and privileges of membership, including the right to hold office or vote, whether Registered or not except that only a Registered Member may hold themselves out as such.
    - D A Life Member is not required to pay an annual subscription.

### 3.4 Applications for membership:

- (a) Candidates consent to membership of the Institute by making an application for membership as set out in this clause 3.4.
- (b) An application (via online form) for admission as a Member of the Institute or for transfer of grade of membership shall be sent in the first instance to the Institute.
- (c) The Institute shall, subject to this Constitution, have authority to accept a person to any grade of membership of the Institute provided the Institute is satisfied that the candidate has the qualifications for membership of that grade as set out in clause 3.3. A person so elected shall remain a member of that grade so long as their name remains on the Register as such.
- (d) An application for admission or transfer from one grade to another shall be in accordance with an online form prescribed by the Institute from time to time, signed by the candidate.
- (e) If a candidate has been accepted for membership or transferred between membership types:
  - (i) the candidate will be notified; and
  - (ii) the candidate must pay the administration fee (if any) and the annual subscription for the current year (or, in the case of transfer between membership types, the increase in subscription fee if applicable) within two months of the date of acceptance (or such other time is agreed by the Institute) or their acceptance for admission or transfer will be void; and
  - (iii) the candidate's name and membership type will be entered or updated in the Register of Members.
- (f) If an application is rejected, the candidate concerned shall be notified but need not be furnished with any reason for the rejection. A further application for admission by the unsuccessful candidate shall not normally be considered or dealt with within six months from the date of such notification.
- (g) From time to time the Board will make a request to the Members for nominations for persons to be appointed as Honorary Fellows, Fellows and Life Members. On receipt of nominations, the Membership Honours Panel will:
  - (i) Review the nominations against criteria set out in the Nomination and Conferment Guidelines;
  - (ii) Make recommendations to the Board based on the review described in clause 3.4(g)(i); and
  - (iii) The Board will consider and approve or decline the nomination.

### 3.5 Membership designations:

- (a) A Registered, Non-Registered or Graduate Member having occasion to designate themselves as belonging to the Institute shall state the category to which they belong according to the following terms or abbreviations:
  - (i) Registered NZILA Landscape Architect – NZILA (Registered)
  - (ii) Non-Registered Landscape Architect – NZILA
  - (iii) Graduate NZILA Landscape Architect – GradNZILA
- (b) Members who have been further recognised by the Institute for their contributions to the Institute and/or the profession shall state the category to which they belong according to the following terms or abbreviations:
  - (i) Life and Registered Member - NZILA (Life; Registered)
  - (ii) Life and Non-Registered Member – NZILA (Life)
  - (iii) Fellow - FNZILA
  - (iv) Honorary Fellow – (Honorary) FNZILA
- (c) Alternatively, any Registered Member may use the term “Registered Landscape Architect” in association with the NZILA Design Guidelines, noting:
  - (i) no fees or royalties are payable for use of the NZILA trade mark;
  - (ii) a Registered member has the right to use the trade mark only so long as that person continues to be a Registered member;
  - (iii) Registered members must only use the trade mark as specified in the NZILA Design Guidelines.
- (d) No other category of Member may use an abbreviated form or designation.

### 3.6 Registered Status and Membership renewal:

- (a) Registered Members renew their registration and membership each year by fulfilling CPD Requirements and payment of annual subscriptions as described in clause 10.
- (b) Life Members membership continues until such time as they cease to be a Member in accordance with clause 3.7.
- (c) All other Members renew their registration each year by payment of their annual subscriptions as described in clause 10.
- (d) Members whose registration has lapsed can regain registration after a period of not more than 5 years by completing all CPD requirements, as outlined in 3.3(a)(i) to (iv) of this Constitution, within a year of recommencing practice. Members who have not been Registered for a period of more than 5 years, must:

- (i) have worked in New Zealand for a minimum of 1 year; and
  - (ii) be sponsored by two Registered NZILA members; and
  - (iii) satisfy an examining panel of their professional competence and knowledge of professional practice by undergoing an interview.
- (e) Should the registration lapse of a Fellow of the Institute, the Fellowship recognition will be reinstated once the member becomes re-registered by way of clauses 3.6(d).

**3.7 Ceasing Membership:** A Member ceases to be a Member in the following ways:

- (a) the Member gives notice in writing to the Institute that the Member is resigning their membership, effective from the date the notice is received; or
- (b) if a Member's annual subscription remains unpaid as described in clause 10.3(a); or
- (c) if the Member dies, effective from the date of death; or
- (d) if the Member is expelled from membership in accordance with the process referred to in clause 13,

Resignation does not relieve a person of any obligation or liability incurred while the person was a Member.

**3.8 Readmission to Membership:**

- (a) Members who have previously resigned or been removed from Membership with subscriptions outstanding:
  - (i) within a period of five years from the date their Membership ended may be required to pay a joining fee to the value or part value of their outstanding subscription. The value of the joining fee shall be at the discretion of the Board.
  - (ii) after a period of more than five years from the date their Membership ended shall be treated as new applicants for the purposes of determining the level of joining fee. Re-admission under this clause shall be to their previous class of Membership provided that any other Institute requirements are met.
- (b) A Member who has previously resigned from the Institute without subscriptions outstanding may request readmission to their previous class of Membership at any time without payment of a joining fee, subject to clause 3.6(d).

**3.9 Not Assignable:** The rights, privileges and obligations of a Member are not assignable.

**3.10 Register of Members:** The Institute will maintain a register of Members recording:

- (a) **For each Member:**

- (i) name;
  - (ii) email address;
  - (iii) telephone number;
  - (iv) membership type;
  - (v) name of employer to determine eligibility under clause 4.3(a)(i);
  - (vi) place of employment for appropriate directory listing on the Institute's website; and
  - (vii) other information as may be specified by the Board from time to time.
- (b) **Membership dates:** the dates on which each Member:
- (i) became a Member; and
  - (ii) ceases to be a Member.
- (c) **Member information:** Members must notify the Institute of any change to the Member's information on the Register.
- (d) The Register of Members must retain the information at clause 3.10(a) for 7 years once a Member ceases to be a Member.

3.11 **Access to Information:** Members may make a written request to the Institute for information held by the Institute at any time. The request must specify the information sought in sufficient detail for it to be identified. Within a reasonable time of receiving the request the Institute will:

- (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, specified and explained to the Member, to meet the cost of providing the information; or
- (d) refuse to provide the information, specifying the grounds set out in s81 of the Act which apply to the refusal.

Nothing in this clause limits the Information Privacy Principle 6 of the Privacy Act 2020.

## 4. BOARD

### 4.1 Powers and duties:

- (a) Subject to any restrictions set out in the Act or this Constitution, the Board has all powers necessary for managing the operation of the Institute.

- (b) Except where a right, power or discretion is expressly reserved to the Members under the Act or this Constitution, the Board may exercise a right, power or discretion on behalf of the Institute.
  - (c) Each Board member and any other person deemed to be an officer of the Institute must comply with all duties required of an "officer" under the Act.
- 4.2 **Delegation of Powers to Sub-committee:** The Board may delegate any of its powers to sub-committees consisting of members of the Board. Any sub-committee will comply with the directions of the Board in the exercise of those powers.
- 4.3 **Composition:** The minimum number of Board members shall be 6 and the maximum shall be eight comprised of:
- (a) not less than five and no more than six Board members who are Registered, Non-registered, Graduate or Life Members of the Institute, provided that:
    - (i) no more than two Board members may be elected or hold position on the Board from the same company; and
    - (ii) at least four Board members must be Registered or Life Members;
    - (iii) no more than one Board member may be a Graduate Member, and
  - (b) at the discretion of the Board, up to two independent Board member(s) (**Independent Board Members**) may be selected in accordance with clause 4.5(d).
- 4.4 **Changes to Board composition:** Any change to the number of Board members will be determined by resolution of the Members at a general meeting of the Institute.
- 4.5 **Appointment of Board Members:** Persons wishing to be appointed to the Board must be qualified to be officers under s47 of the Act.
- (a) subject to the Act and this Constitution, the Board may make regulations and rules regarding the election or appointment of Board Members.
  - (b) a call for Board nominations will be issued to the membership via an e-communication.
  - (c) Board Members described in clause 4.3(a) (**Elected Board Members**) will be elected:
    - (i) by ballot of the Members conducted not more than 90 days and not less than 28 days prior to the AGM by the methods described in clause 9.4; and
    - (ii) the Board will declare the results of the election and notify the Members not less than 21 days prior to the AGM.

- (d) Independent Board Members will be selected by an appointments panel comprising two Elected Board Members and one independent party appointed by the Board.
- (e) on appointment all Board members must:
  - (i) consent in writing to being a Board member; and
  - (ii) certify they are not disqualified from holding office due to any reason set out in s47(3) of the Act,
 by completing the form available on the Registrar's Website.
- (f) Board Members will hold their position for a period of three years (one term) from:
  - (i) in the case of Elected Board Members, the date following the AGM at which they were elected; and
  - (ii) in the case of Independent Board Members, the date on which they are appointed or a time period as stipulated by the Board at time of appointment.
- (g) a Board Member may not hold their position for more than a period of nine years (three terms)
- (h) the accidental omission to give notice or a Member not receiving such notice does not invalidate the proceedings at any election of Board members.
- (i) any member of the Board may stand for re-election on expiry of their term.
- (j) an election cycle will be held for two out of every three years, with three board members elected during each cycle.

**4.6 Removal of Board Members:** Board members will hold their position until the earliest of:

- (a) For all Board members:
  - (i) subject to any other provision of this clause 4.6, the third AGM following their election or appointment to the Board;
  - (ii) the date the Board member resigns by giving notice in writing to the Institute; or
  - (iii) the date from which the Board member becomes disqualified from being a Board member in accordance with s47 of the Act; or
  - (iv) if the Board member has been absent from 3 Board meetings without leave of absence from the Board, the date of the third such Board meeting; or

- (v) subject to the process referred to in clause 13 and taking into consideration any recommendation or findings made during that process, if the Board is of the view, acting reasonably, that a Board member is in breach of their obligations under this Constitution or the Act, or that their action or inaction has brought or is likely to bring the Institute into disrepute, the Board may resolve by majority decision (provided that the Board member in question may not vote) to terminate the Board member's term, effective from the date the Board member is notified of such decision; or
  - (vi) the Board passes a vote by majority decision of no confidence in the Board member; or
  - (vii) the Board member dies.
- (b) For Elected Board Members:
- (i) the date the Elected Board Member is removed from the position by the Members in a general meeting; or
  - (ii) the date the Elected Board Member ceases to be a Registered, Non-registered, Graduate or Life Member of the Institute.
- (c) For Independent Board Members:
- (i) the third anniversary of the date on which they were appointed under clause 4.5(d) or such other date as determined by the Board; or
  - (ii) the date the Independent Board Member is removed or replaced by a majority of Elected Board Members.
- (d) In the event of a casual vacancy in any Elected Board Member position on the Board for whatever reason, if the vacancy arises:
- (i) less than two months' prior to the end of the Elected Board Member's term and the vacancy would not cause a breach of the minimum Board member requirement in clause 4.3, the vacancy will be filled at the expiry of the vacating Elected Board Member's term in accordance with clause 4.5(c); or
  - (ii) more than two months' prior to the end of the Elected Board Member's term and the vacancy would not cause a breach of the minimum Board member requirement in clause 4.3, the vacancy may, at the Board's discretion, be filled by elected by the Members following the process set out in clause 4.5(c); or
  - (iii) and the vacancy would cause a breach of the minimum Board member requirement in clause 4.3, the Board may, by unanimous consent, appoint a Registered, Non-registered, Graduate or Life Member to be a member of the Board for the remainder of the Elected Board Member's term.

- 4.7 **Notice to Registrar:** Notice of any change to Board members must be notified to the Registrar via the form available on the Registrar's Website within 20 working days of the change.
- 4.8 **Board roles:**
- (a) The Chair and Deputy Chair of the Board and the Institute:
    - (i) must be Registered or Life Members;
    - (ii) will be appointed by the Board members at the first Board meeting following the AGM in a Board election. and  
will hold their position until:
      - (iii) the third AGM meeting following appointment to the position; or
      - (iv) the date they resign from their role or cease to be a Board member.
  - (b) A Board member may hold the Board roles of Chair and/or Deputy Chair for a maximum of two consecutive terms (six years) after which they must stand down for a minimum period of one year after which they may stand for re-election to those Board roles.
  - (c) If the three year terms of both the Chair and Deputy Chair are scheduled to expire in the same year, to ensure continuity of knowledge for the Institute:
    - (i) the term of either the Chair or Deputy Chair may be reduced by one year or extended by one year so that the role will become vacant during an election year; and
    - (ii) a reduced or extended term should be agreed on by consent of the affected Chair or Deputy Chair (as applicable) and all Board members; however
    - (iii) if the Board cannot reach agreement on the reduced or extended term (as applicable), the term of the Deputy Chair appointed following the next election will be two years.
  - (d) In the event of a casual vacancy in the role of Chair or Deputy Chair, the Board members may appoint another of their number to act as Chair or Deputy Chair (as applicable) for the remainder of the then current term.
  - (e) The Chair will have a casting vote.
- 4.9 **Quorum:** A quorum comprises five Board members. No Board business may be conducted unless a quorum is present.
- 4.10 **Conduct of Meetings:**
- (a) **Method:**
    - (i) The Board may meet together, adjourn or otherwise regulate its meeting and procedures for conducting its business as it thinks fit.

Meetings may be held in person, by audio link, audio-visual link, use of the Members only area of the NZILA website or other electronic communication or by a combination of these methods.

- (ii) The Chair will preside over all Board meetings at which they are present. In the absence of the Chair, the Deputy Chair will preside. In the absence of the Chair and Deputy Chair, the Board may elect one of their members to chair the meeting.
- (iii) The Board may meet at any time and the Chief Operating Officer will convene a meeting of the Board the request of:
  - A the Chair; or
  - B not less than 50% of Board members.

(b) **Frequency:**

- (i) The first meeting of the Board following an election will be held within 14 days of the date of the election. The Chair or Deputy Chair of the outgoing Board will convene the first meeting of the incoming Board following such election; and
- (ii) Subject to clause 4.10(b)(i), the Board will meet at intervals not exceeding two months from the date of the previous meeting.

4.11 **Voting:**

- (a) Resolutions of the Board will be passed by simple majority.
- (b) Subject to clause 4.11(c), each Board member is entitled to exercise one vote.
- (c) If a Graduate Member or Non-registered Member is elected to the Board, that Member is permitted to also vote on issues that relate to the constitution, and to financial matters, provided that this provision is withdrawn when that member ceases to be a member of the Board.
- (d) The Contact Person will not be entitled to vote unless the Contact Person is also an Elected Board Member.
- (e) A resolution may be passed in writing in lieu of a Board meeting by the resolution being signed by such of the Board members as would constitute a quorum at a Board meeting.
- (f) Board members voting on a resolution may vote by electronic means.

4.12 **Minutes:** The Board must ensure that minutes are kept of all Board meetings.

4.13 **Confidential information:** All communications, correspondence, reports, minutes and other papers and documents received by a Board member in that capacity are confidential, in particular communication relating to:

- (a) the admission or advancement of Members including the reports of an examining board; or

- (b) disciplinary or possible/pending disciplinary proceedings by the Institute against any Member whether arising from a complaint from the public or from another member; or
  - (c) clause 3.8(a) in relation to unpaid subscriptions,
- 4.14 **Policies:** The Board may make and amend policies, procedures and bylaws from time to time for the conduct and control of Institute activities and codes of conduct applicable to Members. No policies, procedures and bylaws shall be inconsistent with this Constitution, the Act or any regulations under the Act or any other legislation.
- 4.15 **Indemnity:** The Institute may indemnify any Board member or any other officer of the Institute for:
- (a) liability to any person other than the Institute for any act or omission in their capacity as an officer of the Institute; or
  - (b) costs incurred by the officer, member, or employee in defending or settling any claim or proceeding relating to that liability,
- other than where the liability is criminal liability or a breach of the duty to act in good faith or what the officer believes to be the best interests of the Institute.
- 4.16 **Directors' and officers' insurance:** The Institute may take out and maintain directors' and officers' liability insurance cover in respect of the indemnity described in clause 4.15 (for those risks which can be lawfully covered) to an appropriate level approved by the Board in:
- (a) liability (other than criminal liability) for failure to comply with officers' duties under the Act or any other duty imposed on the officer in their capacity as an officer; and
  - (b) costs incurred by the officer for any claim or proceeding relating to that liability.
- 4.17 **Duties of Treasurer:** The Board may appoint a treasurer for the Institute and may remove and replace the treasurer from time to time. The treasurer will be responsible for the duties determined by the Board including:
- (a) attending and having full speaking rights at all meetings of the Board;
  - (b) receiving and issuing receipts for all annual subscriptions and any other moneys paid to the Institute;
  - (c) operating and maintaining a current bank account in the name of the Institute;
  - (d) paying accounts properly incurred by or on behalf of the Institute;
  - (e) reporting immediately to the Institute any Member who fails to pay their annual subscription or other amounts due by their due date;
  - (f) keeping all financial records and any security documents in safe custody;

- (g) compiling proper accounting records from time to time as required by the Act, subpart 7 or by the Board which give a true, fair and complete account of the financial affairs and transactions of the Institute; and
- (h) compiling the financial statements immediately following the balance date as required by the Act, subpart 7 and, if required, provide for the auditing of those records and the distribution of the audited financial statements to Members.

4.18 **Branches:** The Board may establish and dis-establish Branches and subject to clause 4.14, may make by-laws for the regulation of such Branches. Branch boundaries shall be determined from time-to-time by the Board.

## 5. CHIEF OPERATING OFFICER

5.1 **Chief Operating Officer:** The Board may appoint a Chief Operating Officer for the Institute and may remove and replace the Chief Operating Officer from time to time. The Chief Operating Officer is responsible for the day-to-day management of the Institute as set out in a job specification agreed at the time of appointment or as modified from time after consultation between the parties including to:

- (a) operate the Institute in line with the expectations of the Board;
- (b) will hold the level of financial authority delegated granted by the Board as amended from time to time;
- (c) may attend Board meetings except those Board meetings, or parts of Board meetings, where the Board wishes to meet without the Chief Operating Officer present;
- (d) if there is no treasurer, the Chief Operating Officer will be responsible for the tasks described in clause 4.17.

5.2 **Status of Chief Operating Officer:** The Chief Operating Officer is deemed to be an officer under the Act and must comply with all officer duties. Any change to the Chief Operating Officer will be notified in accordance with the requirements set out in clause 4.7 to the Registrar as if the Chief Operating Officer is a Board Member.

## 6. CONTACT PERSON

### 6.1 Appointment:

- (a) The Board will appoint a contact person (**Contact Person**) for the Institute and may remove and replace the Contact Person from time to time. The Board may appoint up to 2 additional Contact Persons.
- (b) The Contact Person will be at least 18 years of age and be ordinarily resident in New Zealand.
- (c) The Contact Person at the date of this Constitution will be the Chief Operating Officer.

6.2 **Replacement:** If the Institute has only one Contact Person, the position must be filled within 20 working days of a vacancy occurring.

- 6.3 **Notification:** The Institute must notify the Registrar of any change to the Contact Person(s) or to a Contact Person's name or contact details within 20 working days of the change. Notification must be in the form available on the Registrar's Website.
- 6.4 **Duties of Contact Person:** The Contact Person appointed under clause 6 will be responsible for the duties determined by the Board including:
- (a) convening general meetings when requested to do so in accordance with this Constitution;
  - (b) attending and having full speaking rights at all meetings of the Board;
  - (c) giving all notices as required under the Act, this Constitution, or as directed from time to time by the Institute or the Board;
  - (d) recording minutes at all general meetings and Board meetings, including:
    - (i) the time, date and venue of the meeting; and
    - (ii) all business considered and resolutions passed,
  - (e) holding the common seal of the Institute in safe custody.
- 6.5 **Status of Contact Person:** Unless the Contact Person is also a Board member or the Chief Operating Officer, the Contact Person is not an "officer" as that term is defined under the Act.

## 7. CONFLICTS

- 7.1 **Interested:** A Board Member is interested in a matter if they:
- (a) may obtain a financial benefit from the matter;
  - (b) have a financial interest in, or are a partner, director, officer, board member or trustee of, a person to whom the matter relates; or
  - (c) are a spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, niece, nephew, uncle, aunt or first cousin of someone who may obtain a financial interest in the matter; or
  - (d) are an employee of an organisation to whom the matter relates.
- 7.2 **Disclosure:** A Board member must disclose the nature and extent of their interest to the Board.
- 7.3 **Interests register:** The interest must be recorded in the Institute's interests register.
- 7.4 **Consequences of being interested:**
- (a) **Actions:** A Board member who is interested may not:
    - (i) vote on the matter; or

- (ii) take part in a decision on the matter; or
  - (iii) sign any documents in relation to the matter,
- but may:
- (iv) take part in a discussion on the matter; and may
  - (v) count towards a quorum and be present during the vote.

- (b) **Exceptions:** If all Board members who are not interested in the matter consent, the interested Board member may vote on the decision and/or sign documents relating to the decision.
- (c) **Majority conflict:** If 50% or more of the Board are prevented from voting on a matter due to conflicts of interest, a Special General Meeting must be called to determine the matter.

7.5 **Failure to comply:** If a Board member fails to disclose an interest, fails to record an interest in the interests register or fails to comply with the restrictions in 7.4(a), the Board must notify all Members of the failure.

7.6 **Arms-length transactions:** A Member may enter into any agreement or understanding with the Institute for the supply of any goods or services on terms and conditions that would be reasonable if that person were not a Member.

## 8. GENERAL MEETINGS

8.1 **Annual General Meeting:** The Institute must hold an annual general meeting (**AGM**), not later than 6 months following the balance date and no more than 15 months after the date of the previous AGM.

8.2 **Information presented at an AGM:** The following must be presented at the AGM:

- (a) the annual report on the operations and affairs of the Institute during the preceding year;
- (b) the financial statements described in clause 12.3;
- (c) disclosure of interests made by officers under 7.2;
- (d) minutes from the last AGM and any subsequent Special General Meeting;
- (e) any motions for discussion and to be tabled, including in accordance with clause 8.7;
- (f) appointment of the auditor for the following financial year if required in accordance with clause 12.5;
- (g) any business placed on the agenda by the Board; and
- (h) any other information prescribed in regulations.

8.3 **Minutes:** The Board must ensure that minutes are kept of every general meeting of the Institute.

8.4 **Access to Minutes and Financial Statements:** Members may make a written request for:

- (a) the financial statements presented at the most recent AGM of the Institute; and/or
- (b) minutes of the most recent general meeting of the Institute,

the Institute will provide the requested information without charge within a reasonable period of receiving the request.

8.5 **Method of Meetings:** Meetings may be held in person, by audio, audio-visual or other electronic means or by a combination of those methods.

8.6 **Calling Meetings:**

- (a) The Board will determine the time and place of each year's AGM.
- (b) A general meeting other than an annual general meeting (**Special General Meeting**) may be requested by:
  - (i) the Board; or
  - (ii) by written requisitions signed by not less than seven Registered and/or Life Members stating the purpose for which the meeting is required,

the Chief Operating Officer shall call a Special General Meeting within 14 days of receiving an effective request.

8.7 **Member motions:** A Member motion to be voted on at a general meeting may be requested by five Registered and/or Life Members by giving notice to the Chief Operating Officer at least 28 days prior to the meeting. The Member may provide supporting information if applicable.

8.8 **Notice of General Meetings:** A notice of an AGM or Special General Meeting must be sent to every Member not more than 42 days and not less than 21 days before the date of the meeting. The notice must specify:

- (a) the date, time and venue of the meeting;
- (b) the nature of business to be transacted;
- (c) the text of any resolutions to be voted on; and
- (d) any Member motions submitted in accordance with clause 8.7 including supporting information (where applicable and practical); and
- (e) the right to appoint a proxy or to vote by postal or electronic means and include applicable voting form(s) by which Members may exercise those rights.

- 8.9 **Failure to Give Notice:** The accidental omission to give notice or a Member not receiving such notice does not invalidate the proceedings at any general meeting.
- 8.10 **Quorum:** No business may be transacted at any general meeting of the Institute unless a quorum of six Registered and/or Life Members is present. Registered and or Life Members may be present:
- (a) in person; or
  - (b) by proxy; or
  - (c) participating in the meeting by means of audio, audio and visual, or electronic communication; or
  - (d) a combination of the above; and
  - (e) a Registered or Life Member attending in their own capacity and as proxy for another Registered or Life Member is counted as two Registered or Life Members for the purposes of the quorum.
- 8.11 **Resolution in lieu of general meeting:** A resolution may be passed in writing in lieu of a general meeting. The resolution must be signed by 75% or more of the Members entitled to vote on the matter. The resolution:
- (a) must state the date it is first sent out for approval (**circulation date**); and
  - (b) must be approved within 3 months of the circulation date or the resolution will lapse; and
  - (c) within 5 days of the resolution passing, a copy of the resolution must be sent to each Member entitled to vote who did not approve it.
- 8.12 **Postal instructions:** If postal voting is permitted the Chief Operating Officer is authorised to receive and count postal votes at that meeting.
- 8.13 **The Chair:** The Chair at any general meeting shall be:
- (a) the Chair of the Board; or
  - (b) if the Chair is unavailable, the Deputy Chair; or
  - (c) if the Chair and Deputy Chair are unavailable or unwilling then the Registered and Life Members who are present may choose one of their number to chair the meeting.
- 8.14 **Adjournment:** If a quorum is not present within 30 minutes after the time appointed for the AGM or a Special General Meeting:
- (a) the meeting is adjourned to the same day the following week at the same time and place; or
  - (b) to such other date, time and place as the Registered and Life Members in attendance determine but no later than 14 days from the date of the adjourned meeting; and

- (c) if a quorum is not present at the adjourned meeting within 30 minutes after the time appointed for the meeting, the Registered and Life Members present or their proxies are a quorum.

8.15 **Adjourned Meetings:** No business other than the business which might have been transacted at the meeting from which the adjournment took place may be transacted at any adjourned meeting. Notice of the adjourned meeting will be provided not less than 5 working days before the date of the adjourned meeting.

## 9. VOTING

9.1 **Voting:** Each Registered Member and Life Member of the Institute is entitled to one vote on a matter.

9.2 **No Vote:** A Member may not vote on a matter, in that Member's own right or as proxy for another Member, if:

- (a) any of the Member's annual subscription or other amounts owing are overdue for payment to the Institute; or

- (b) the Member is in breach of their obligations under this Constitution,

until all outstanding amounts have been paid in full and/or any other breaches have been remedied.

9.3 **Voting at Meetings:** At any general meeting:

- (a) a resolution may be put to the vote by the Chair or by any Registered or Life Member present at the meeting and entitled to vote;

- (b) resolutions put to the vote shall be decided on show of hands unless a ballot is demanded before the vote is taken or on declaration of the result of a show of hands by:

- (i) the chair of the meeting; or

- (ii) at least three Registered or Life Members present in person or by proxy,

and the result of such poll will be deemed to be the resolution of the Institute at that meeting;

- (c) if a vote is taken on a resolution for which postal or electronic votes have been cast, the Chair must count each postal vote for or against the resolution in a vote by show of hands or by ballot;

- (d) where a resolution is put to the vote of the meeting by show of hands, a declaration by the Board that the resolution has been carried or lost and an entry to that effect in the Institute's minute book, is conclusive evidence of that fact without further proof of the number or proportion of votes recorded in favour of or against the resolution.

- (e) resolutions are passed by a majority of votes unless a Special Resolution or the unanimous resolution of all Registered and Life Members is required by this Constitution;

- (f) in the case of a tie in votes the Chair may exercise a casting vote.

#### 9.4 **Postal, electronic and proxy votes:**

- (a) Registered and Life Members may vote by postal vote, electronic means or by proxy.
- (b) Registered and Life Members may appoint a Registered or Life Member as their proxy by notice in writing signed by the Member substantially in the form set out in Schedule 2 or, in the case of electronic notice, sent by the Member. A proxy for a Member is entitled to attend and be heard and vote at a general meeting as if the proxy were the Member.
- (c) Postal votes and notices of proxy must be received by the Chief Operating Officer not less than 48 hours before the start of the meeting and may be sent physically by courier, standard post or by hand or by electronic means such as email or such other arrangements as are notified by the Board in the notice of meeting.
- (d) All postal votes received within the timeframe in 9.4(a) will be counted prior to the meeting and the number of votes in favour and against each resolution will be presented to the Chair of the meeting.
- (e) A summary of postal votes will be annexed to the minutes of the meeting.

#### 9.5 **Demand for a vote:**

- (a) At any time before the conclusion or adjournment of a General Meeting any five Registered and/or Life Members present may demand a vote on any motion other than a motion:
  - (i) for the appointment of a chairperson or scrutineers; or
  - (ii) for the adjournment of the meeting which has been put to the meeting; and
  - (iii) the Board may decide to use postal services, or technology as described in 8.5, for such a vote.
- (b) The demand for such a vote shall not prevent the continuance of the meeting.
- (c) A demand for such a vote may be withdrawn.

## 10. **SUBSCRIPTIONS**

### 10.1 **Annual subscriptions:**

- (a) Annual subscriptions for the Institute will be set by the Board.
- (b) A Member's first annual subscription is due on admission to membership. If admission falls after the first quarter of the financial year, the Member may pay their first annual subscription in quarterly instalments.

- (c) After the first year in which a Member is a Member of the Institute, the Institute will issue an invoice for annual subscriptions in January each year for payment by 20<sup>th</sup> February (**Due Date**).
- (d) If a Member is accepted to a higher grade of membership after the expiry of the first quarter of the financial year, the Member's subscription fee payable for the remaining quarters will be at the higher subscription fee.

#### 10.2 Differing annual subscriptions:

- (a) The Board may set different annual subscriptions for different categories of Members.
- (b) No annual subscriptions are payable by Honorary Fellows, Life Members or Student Members.
- (c) The Board may, at its discretion, exempt any Member in whole or in part from the payment of subscriptions that would have been payable by the Member but for the exemption.

#### 10.3 Failure to pay subscriptions:

- (a) If a Member fails to pay their annual subscription by the Due Date, the Institute will notify the Member in writing that they must pay the outstanding amount by close of business on 31 March or their membership will cease effective from that time and date;
- (b) Members who fail to advise the Institute that they wish to resign or their membership in accordance with clause 3.7(a) shall continue to be liable for the subscription arrears due at the date they are deemed to have resigned under clause 10.3(a). Members will be automatically withdrawn from the Register where subscriptions remain unpaid by the Due Date.

### 11. BRANCHES

- 11.1 **Purposes:** The Purposes of the Branches are similar to those expressed in clause 2.1. Branches are established to provide a common purpose for members residing within a region who may meet from time-to-time to discuss matters of relevance or significance to the profession, to hold Branch or CPD events or for social activities to promote good relationships and friendliness among the members of the profession.
- 11.2 **Branch members:** Any Member of the Institute working within the geographical area allocated to the Branch is deemed to be a member of the Branch.
- 11.3 **Powers:** Subject to any restrictions in the Act, this Constitution or imposed by the Institute at a General Meeting or in accordance with clause 4.18, the affairs of each Branch shall be managed by its Branch Committee.
- 11.4 **Composition of Branch Committee:**
  - (a) The minimum number of Branch Committee members shall be three members, a majority of whom must be Registered or Life Members.
  - (b) Each Branch Committee shall include a Branch Chairperson, Branch Treasurer and Branch Secretary (each a **Branch Role**).

- (c) One person may hold the Branch Roles of Branch Treasurer and Branch Secretary concurrently. Any Branch Committee members may have delegated roles such as the coordination of CPD events.
- (d) The Branch Chairperson shall:
  - (i) chair any Branch Committee and Branch meetings;
  - (ii) establish and maintain effective communications between the Branch and the Board;
  - (iii) act as spokesperson for the Branch where necessary;
  - (iv) encourage the development of a programme of CPD and other activities; and
  - (v) prepare an end of-year report for the Branch AGM and the Institute AGM.
- (e) The Branch Secretary shall:
  - (i) convene all Branch Committee meetings and Branch meetings; and
  - (ii) keep minutes of Branch Committee meetings and Branch meetings; and
  - (iii) conduct correspondence on behalf of the Branch; and
  - (iv) shall keep an up-to-date record of member's details; and
  - (v) notify all Branch members about the Branch AGM in accordance with clause 11.8(b)(ii) in the manner specified for Institute general meetings in 8.8 except that the period of notice shall be at least 14 days; and
  - (vi) distribute the annual reports of the Branch Chairperson and of the Branch Treasurer to every Branch member not less than 7 days before the Branch AGM.
- (f) The Branch Treasurer shall:
  - (i) prepare and present an end-of-year report for the Branch AGM that includes:
    - A a summary of income and expenditure for the year; and
    - B account balances; and
    - C a balance sheet.
- (g) The Board of the Institute may approve variations to the composition of Branch Committees from time to time.

#### 11.5 Election/appointment of Branch Roles:

- (a) Subject to this Constitution, the members of the Branch Committee shall be elected at the Branch AGM and shall hold their position from the close of that Branch AGM until the close of the following Branch AGM.
- (b) Eligibility for election to a Branch Committee:
  - (i) Registered, Non-registered, Graduate, Life, Affiliate and Student Members are eligible for election to a Branch Committee. Honorary Fellows are not eligible for election to a Branch Committee.
  - (ii) A member of the Branch Committee shall, upon the expiration of their term, be eligible for further election.
- (c) Eligibility for election to a Branch Role:
  - (i) Registered and Life Members are eligible to be elected in Branch Roles.
  - (ii) A Branch Chairperson may hold office for no more than four consecutive years after which they must stand down for at least one year before are eligible for re-election.
- (d) Branch members will be notified of upcoming elections and the applicable nominations process in advance of the AGM. Nominees must be eligible in accordance with clause 11.5(b)(i). Each nomination must be proposed and seconded. Registered and Life Members may propose or second nominations. Each Branch ensures all nominees meet eligibility criteria.
- (e) Despite clause 11.5(d) the Branch Committee may determine in its discretion that the election of the members of the Branch Committee (other than the Branch Chairperson, Branch Secretary and Branch Treasurer) shall be conducted by a vote using postal services, or technology as described in 8.5.
- (f) Every Branch Committee that determines under subclause 11.5(e) to conduct an election by ballot using postal services, or technology as described in 8.5, shall give written notice of that decision to each Branch member who is entitled to vote. The notice will include all regulations and rules applicable to the election including:
  - (i) nominations of candidates;
  - (ii) how results of the election will be declared
  - (iii) the method of determining which candidate or candidates shall be elected in the event of an equal number of votes being received by two or more candidates; and
  - (iv) how the names of the candidates elected will be notified.
- (g) The election of a member of the Branch Committee shall not be affected by reason of:

- (i) the non-receipt of information on the proposed candidate or candidates and/or instructions on how to vote by any eligible member; or
  - (ii) the accidental omission to send such information and/or instructions to any eligible member entitled to receive such information or instructions; or
  - (iii) the number of candidates for election being fewer than the number specified in paragraph 11.4(a).
- (h) The election of the Branch committee members shall be reported to the Chief Operating Officer.

#### 11.6 **Removal of Branch Committee members:**

- (a) A Branch Committee member will hold their position until the earliest of:
- (i) the expiry of their term as set out in clause 11.5(a); or
  - (ii) the date on which the Branch Committee member ceases to be eligible in accordance with clause 11.5(b); or
  - (iii) the date the Branch Committee member resigns by giving notice in writing to the Branch Chairperson or in the case of the Branch Chairperson, to the Branch Secretary; or
  - (iv) if the Branch Committee member has been absent from three Branch Committee meetings without leave of absence from the Branch Committee, the date of the third such Branch Committee meeting; or
  - (v) if the Branch Committee member is stood down, suspended or expelled in accordance with the process referred to in clause 13, the date on which the stand down, suspension or expulsion is resolved; or
  - (vi) the Branch Committee passes a vote of no confidence in the Branch Committee member; or
  - (vii) the date on which a Branch Committee member dies.
- (b) A Branch Role holder shall cease to hold their position:
- (i) if they cease to be a member of the Branch Committee, effective from the date of cessation; or
  - (ii) by giving notice in writing to the Branch Committee resigning from the Branch Role while remaining a member of the Branch Committee; or
  - (iii) if they cease to meet the criteria in 11.5(c)(i).

the Branch Committee may appoint a member of the Branch Committee to fill the vacancy and the person so appointed shall, subject to this

Constitution, hold that Branch Role for the remainder of their predecessor's term.

**11.7 Branch Committee meetings:**

- (a) A Branch Committee member who is unable to attend a Branch Committee meeting may appoint a Registered, Life or Graduate Member of the Institute to act as their substitute for that meeting.
- (b) The rules applicable to Board meetings set out in clause 4.10 shall apply to Branch Committee meetings except that references to the Board and Board members shall be read as if they refer to Branch Committees and Branch Committee members.

**11.8 Branch meetings:**

- (a) Each Branch AGM shall be held not less than two months and not more than six months prior to the AGM of the NZILA. The Branch AGM shall:
  - (i) receive reports of the Branch Chairperson and Branch Treasurer and balance sheets;
  - (ii) elect Branch Committee members and Branch Roles for the following year; and
  - (iii) address any business of the Branch.
- (b) The rules applicable to Institute meetings set out in clause 8 shall apply except that:
  - (i) references to the Institute and Institute Members shall be read as if they refer to a Branch and Branch members; and
  - (ii) notices of Branch meetings shall be sent by the applicable Branch Secretary in a form selected by the applicable Branch Committee; and
  - (iii) a quorum for any Branch meeting shall be five members, of whom a majority are Registered. If a quorum is not present within 30 minutes after the time appointed for a Branch meeting, the meeting shall not be adjourned but shall be cancelled.
- (c) All attendees at Branch meetings must be members of the Institute.

**11.9 Financial:**

- (a) All monies belonging to the Branch shall be deposited in or transferred to an account or accounts of the Institute as described in clause 12.7.
- (b) Any payments to be made on behalf of a Branch shall be paid in accordance with clause 12.7.
- (c) All Branch balance dates are 31 December.

## 12. FINANCES

- 12.1 **Accounting records:** The Board will ensure that proper accounts and records of the Institute are kept at all times. Accounting records will be kept for the current accounting period and for a further 7 years.
- 12.2 **Reporting to Registrar:** The Institute will submit an annual return via the Registrar's Website within 6 months of the balance date. The annual return must include the following information:
- (a) Institute name;
  - (b) Balance date;
  - (c) New Zealand Business Number and registration number;
  - (d) Physical address of registered office;
  - (e) Name and contact details of at least one contact person;
  - (f) Confirmation the Institute has 10 or more members at the time the return is given; and
  - (g) Confirmation by an officer that the information given is correct.
- 12.3 **Financial statements:** The Institute will comply with the following requirements.
- (a) This Institute is a specified not-for-profit society as defined in s103 of the Act.
  - (b) The Institute will prepare financial statements in accordance with generally accepted accounting practice.
- 12.4 **Completion of financial statements:** The Institute must ensure that, within 6 months after the balance date, financial statements are:
- (a) completed, dated and signed by two Board members; and
  - (b) copies of the financial statements are provided to the Registrar.
- 12.5 **Audits:** The financial statements of the Institute will be audited by a qualified auditor appointed by the Institute if required by law or at the discretion of the Board.
- 12.6 **Inspection:** The Board will determine at what times and places and under what conditions and regulations the accounts, documents and books of the Institute or any of them shall be open to the inspection of Members of the Institute.
- 12.7 **Bank Accounts:** The Institute will establish a bank account:
- (a) All monies belonging to or received by the Institute will be deposited into the Institute bank account.
  - (b) Any drawings on the Institute bank account must be approved by two approvers from among the Chair, Deputy Chair and Chief Operating Officer.

12.8 **No Indebtedness:** The Institute will not borrow any money other than short-term borrowing to cover a temporary shortfall in meeting the Institute's obligations under this Constitution, unless approved by Special Resolution.

12.9 **No Investments:** The Institute shall hold all funds with a bank registered under the Reserve Bank Act 2021 and will not invest those funds other than by deposit with such a bank, unless approved by Special Resolution. All moneys paid to the Institute by the Members shall only be applied in accordance with the purposes of the Institute in clause 2.

### 13. DISPUTE RESOLUTION

13.1 **Disputes:** A disagreement or conflict is a dispute to if arises between:

- (a) Members;
- (b) Member(s) and the Institute;
- (c) Member(s) and Officer(s);
- (d) Officers; or
- (e) Officer(s) and the Institute, and

the disagreement or conflict relates to an allegation that:

- (f) a Member or an Officer has engaged in misconduct; or
- (g) a Member or an Officer has breached, or is likely to breach, a duty under the society's constitution or bylaws or this Act; or
- (h) the society has breached, or is likely to breach, a duty under the society's constitution or bylaws or this Act; or
- (i) a Member's rights or interests as a member have been damaged or members' rights or interests generally have been damaged.

13.2 **Complaints:** A Member, Officer or the Institute makes a complaint if, in accordance with this Constitution:

- (a) the Member or Officer starts a procedure for resolving a dispute in accordance with Schedule 1 of this Constitution; or
- (b) the Institute starts a procedure for resolving a dispute in accordance with Schedule 1 of this Constitution.

13.3 **Misconduct:** For the purposes of this clause 13.1(f), misconduct includes:

- (a) failure to comply with the requirements of this Constitution or the Code of Conduct of the Institute as amended from time to time;
- (b) failure to observe a high and honourable standard of professional conduct; and

- (c) conduct which is likely to bring the Institute into disrepute or to lessen the confidence of the public in the Institute or in the profession.

13.4 **Process:** In the event of a dispute or complaint, the Institute will follow the process set out in sections 2 to 8 of Schedule 2 of the Act, as amended from time to time. Schedule 2 of the Act at the time of incorporation/re-registration is set out in Schedule 1 of this Constitution. The application of Schedule 1 will be supported, as applicable, by Schedule 1A.

13.5 **External complaints:** If the Institute receives notice about a Member, Officer or the Institute from a person or organisation that is not a Member of the Institute that:

- (a) if received in relation to a Member, Officer or the Institute would be deemed to be a dispute or complaint; or
- (b) relates to the professional skills or qualifications of the Member, Officer or Institute; or
- (c) relates to work undertaken by a Member,

the dispute or complaint will be resolved in accordance with clause 13.4.

## 14. WINDING UP

14.1 **Winding up:** The Institute may be wound up in accordance with Part 5 of the Act and must:

- (a) call a Special General Meeting for the purpose of resolving the intention to wind up the Institute;
- (b) the resolution referred to in 14.1(a) must state the date on which the Institute will be dissolved and may direct the method of disposing of the Institute's assets and potential recipient organisation(s);
- (c) a second Special General Meeting must be called not less than 30 days after the date of the resolution in being passed to confirm the resolution to dissolve the Institute and request the Institute be removed from the Register;
- (d) notice of the resolution and its confirmation must be given to the Registrar,

on dissolution, the Institute must:

- (e) discharge its debts and liabilities in full;
- (f) distribute its surplus assets as set out below.

14.2 **Surplus Assets:** Any surplus assets of the Institute shall, by resolution of the Board, be distributed to a not-for-profit organisation with similar purposes to the Institute and which contains a similar restriction on distribution of its assets to that contained in this clause 14.2.

15. **ALTERATION OF CONSTITUTION:**

15.1 **Planned changes:** Any amendment, addition or replacement of this Constitution must be:

- (a) in writing; and
- (b) approved by resolution a simple majority of Registered and Life Members:
  - (i) at an AGM or at a Special General Meeting convened for that purpose; or
  - (ii) by ballot in accordance with the requirements in clause 9.4; and
- (c) notice of any motion for alteration, amendment or rescission of the Constitution must be given to Registered and Life Members at least 21 days prior to the applicable general meeting or ballot;
- (d) no alteration may be made:
  - (i) to the prohibition on personal gain in clause 2.2; or
  - (ii) which affects the tax-exempt status/not-for-profit status of the Institute. 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. The Institute is a non-profit organisation under the terms of section DV8 of the Income Tax Act 2007 in that the activities of the Institute are not carried on for the purpose of profit or gain to any member.

15.2 **Minor and technical changes:** The Institute may make minor or technical amendments to fix errors by giving written notice of the proposed amendment to all members. The notice must state the text of the amendment and the right of members to object to the amendment and:

- (a) if no objections are received within 20 working days of the notice being sent to members, the Board may make the amendment; or
- (b) if any Member objects to the amendment, the amendment may only be made in accordance with clause 15.1.

15.3 **Timeframes prescribed by law:** Timeframes described in clause 18.2(i) are included in this Constitution for convenience. Where such timeframe is amended, the applicable reference in this Constitution may be updated by the Board and is not an alteration as described in clause 15.1 or 15.2.

15.4 **Notification to Registrar:** The Board must notify the Registrar of amendments to the Constitution within 25 working days of the amendment being made by using the form provided on the Registrar's Website. Notification must include the following:

- (a) the amendment;
- (b) a copy of the constitution, as amended;

- (c) a certificate from an officer of the Institute in the form provided by the Registrar; and
- (d) any other information prescribed by regulations from time to time.

15.5 **No name change:** The Institute's name may not be changed under this clause 15.

## 16. COMMON SEAL AND CONTRACTING

16.1 **Common seal:** The Board will maintain a common seal for the ceremonial use of the Institute and will provide for its safe custody. The common seal will not be used except with the approval of the Board.

### 16.2 Contracting:

- (a) Every agreement that a natural person would need to enter by deed may be entered by 2 or more officers of the Institute.
- (b) Every agreement that is required to be in writing but is not required to be entered by deed may be entered in writing by a person acting under the Institute's express or implied authority.
- (c) Agreements that may be entered orally by natural persons must be entered in writing by someone acting under the Institute's express or implied authority.
- (d) The full name of the Institute must be clearly stated on all documents creating legal relations.

## 17. NOTICES

### 17.1 Notices:

- (a) Any notice given under this Constitution must be in writing.
- (b) Notices to Members may be:
  - (i) delivered personally to the Member; or
  - (ii) sent by ordinary post or courier addressed to the Member at the address of the Member appearing in the Register of Members; or
  - (iii) sent to the email address of the Member appearing in the Register of Members.
- (c) Notices to the Institute may be:
  - (i) delivered to the Institute's registered office; or
  - (ii) sent by ordinary post or courier addressed to the Institute at its registered office; or
  - (iii) sent by email to [admin@nzila.co.nz](mailto:admin@nzila.co.nz) or directly to the then current Chief Operating Officer;

- (d) Notices to the Registrar must be:
  - (i) in the form prescribed and accompanied by any other information or documentation required by the Registrar, the Act or the Regulations;
  - (ii) within the timeframe set out in the Act or the Regulations.

17.2 **Deemed Delivery:** A notice is deemed to be given:

- (a) when delivered by hand, on delivery to the intended recipient if delivered before 5pm on a working day;
- (b) when sent by post, 5 working days after the date of mailing;
- (c) when sent by e-mail, one hour after the e-mail is sent, if sent prior to 5pm on a working day and unless a return e-mail is received by the sender within that one-hour period stating that the e-mail address is wrong or that the message cannot be delivered;

and provided that any notice that is delivered by hand or sent by e-mail after 5pm on a working Day, or at any time on a non-working day, will be deemed received at 9 am on the next working day.

17.3 **Omission:** The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any Member entitled to receive notice will not invalidate the proceedings at the meeting.

## 18. DEFINITIONS AND INTERPRETATION

18.1 **Definitions:** In this Constitution, unless the context otherwise requires:

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

**Affiliate Member** has the meaning described in clause 3.3(d).

**AGM** is an annual general meeting as further described in clause 8.1.

**arms-length terms** means salary, wages, or other payments for services, or other transactions, if:

- (a) the terms:
  - (i) would be 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
  - (ii) are less favourable to the Member than the terms referred to in subparagraph (i); and
- (b) the salary, wages, or other payments 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 Institute.

**Awards programme** means the biannual adjudicated national awards for eligible members. The awards celebrate the creativity, technical capability and diversity of skills that Landscape Architects provide as integrators of landscape, people and place in Aotearoa.

**Balance date** means 31 December and is the final date in the Institute's financial year.

**Board** means the Board members from time to time elected or appointed to manage the affairs of the Institute as further described in clause 4.5.

**Branch** has the meaning described in clause 11.1 and **Branches** has a corresponding meaning.

**Branch AGM** means the annual general meeting of the Branch (as applicable).

**Branch Chairperson** means the person elected to that position in accordance with clause 11.4(b).

**Branch Role** means a Branch Chairperson, Branch Secretary or Branch Treasurer.

**Branch Secretary** means the person elected to that position in accordance with clause 11.4(b).

**Branch Treasurer** means the person elected to that position in accordance with clause 11.4(b).

**Chair** means the Chair of the Board of the Institute and may be referred to as President in some contexts.

**Chief Operating Officer** has the meaning described in clause 5.

**Circulation date** has the meaning described in clause 8.11(a).

**Constitution** means this Constitution as amended or added to, including all schedules to this Constitution.

**Contact Person(s)** has the meaning described in clause 6.

**CPD** means continuing professional development required to maintain professional registration and **CPD Requirements** has a corresponding meaning.

**Deputy Chair** means the deputy chair of the Board and may be referred to as the Vice President in some contexts.

**Donee organisation** has the meaning described in sLD3(2) Income Tax Act 2007.

**Due Date** has the meaning described in clause 10.1(c).

**Elected Board Members** are Board members elected in accordance with clause 4.5(c).

**General meeting** means an annual general meeting or special general meeting of Members.

**Honorary Fellow, Fellow and Life Membership Policy** means the policy for criteria and consideration of Honorary Fellows, Fellows and Life Members as updated from time to time.

**IFLA** means the International Federation of Landscape Architects.

**Independent Board Members** are Board members appointed in accordance with clause 4.5(d).

**Institute** means the New Zealand Institute of Landscape Architects Tuia Pito Ora Incorporated, incorporation number 218091, New Zealand Business Number 9429042774242.

**Member** means each person who is a member of the Institute from time to time, as described in clause 3 and **Members** has a corresponding meaning.

**Membership Honours Panel** means the panel formed from time to time as further described in the Nomination and Conferment Guidelines.

**Nomination and Conferment Guidelines** means the procedural guidelines outline the criteria for nomination, assessment and conferring of the membership categories of Fellow, Honorary Fellow and Life Member onto an individual by the New Zealand Institute of Landscape Architects Tuia Pito Ora Incorporated (the Institute).

**Non-GAAP standard** has the meaning described in s5 Financial Reporting Act 2013.

**NZILA Accreditation Panel** means the panel formed from time to time to independently assess NZILA-accredited landscape architecture programmes against the NZILA Education Policy and Standards, ensuring alignment with International Federation of Landscape Architects (**IFLA**) guidelines.

**NZILA Design Guidelines** means the policy for use of the Institute's trade mark and other branding.

**NZILA-accredited landscape architecture programme(s)** means:

- (c) a programme accredited by the NZILA Accreditation Panel; or
- (d) a programme deemed equivalent to such a course by the NZILA Accreditation Panel,

and **accredited landscape architecture qualification** has a corresponding meaning.

**Officer** means an officer of the Institute and includes all Board members and any person holding a position in the Institute that allows the person to exercise significant influence over the management or administration of the Institute including the Chief Operating Officer.

**Purposes** means the purposes of the Institute as described in clause 2.1.

**Register of Members** has the meaning described in clause 3.10.

**Registered Mentoring Programme** has the meaning described in the Guide to Becoming a Registered Landscape Architect (or is successor policy).

**Registrar** means the person holding office from time to time as Registrar of Incorporated Societies in terms of the Act (as applicable).

**Registrar's Website** means the incorporated societies website at <https://is-register.companiesoffice.govt.nz/>.

**Regulations** means the Incorporated Societies Regulations 2023.

**Special General Meeting** has the meaning described in clause 8.6(b).

**Special Resolution** means a resolution of the Institute in general meeting passed by a majority of not less than 75% of the Members present in person or by proxy and entitled to vote.

**Subscriptions** have the meaning described in clause 10.

**Working day** means a day that is not a Saturday, Sunday, a public holiday or a regional holiday in New Zealand between the hours of 9:00am and 5:00pm.

18.2 **Interpretation:** In this Constitution, unless the context otherwise requires:

- (a) **Clauses and schedules:** A reference to a clause or to a schedule is a reference to clauses in, and schedules to, this Constitution. Each schedule forms part of this Constitution.
- (b) **Documents:** References to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.
- (c) **Headings:** The headings in this Constitution are inserted for convenience and reference only and do not affect the meaning or interpretation of this Constitution.
- (d) **Inclusive expressions:** The term "includes" or "including" (or any similar expression) is deemed to be followed by the words "without limitation".
- (e) **In writing:** References to "writing" will be construed as including references to words printed, typed, or any words sent by email or other electronic form, or otherwise reproduced.
- (f) **Persons:** References to a "person" include an individual, company, corporation, partnership, firm, joint venture, Institute, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity.
- (g) **Plural and singular:** References to the singular include the plural and vice versa.
- (h) **Statutory Provisions:** References to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends, replaces or re-enacts it, and any bylaw, regulation, order, statutory instrument, determination or subordinate legislation made under it.
- (i) **Statutory Timeframes:** References to any timeframes set by statutory provisions are to timeframes in force in New Zealand and include any revised timeframe which amends, replaces or re-enacts it under any bylaw, regulation, order, statutory instrument, determination or subordinate legislation made under it.

- (j) **Negative obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

## Schedule 1 – Dispute resolution process

Section references in this schedule refer to sections in the Incorporated Societies Act 2022  
Incorporated Societies Act 2022 (as enacted) Schedule 2 - Optional dispute resolution procedures

### 1. Overview of this schedule

- (1) Section 39 requires the procedures in a Institute’s constitution relating to disputes to be consistent with the rules of natural justice.
- (2) A Institute may choose (but is not required) to include the procedures in this schedule in its constitution.
- (3) The procedures in a Institute’s constitution must be treated as being consistent with the rules of natural justice if those procedures consist of—
  - (a) all of the procedures in this schedule; and
  - (b) any additional procedures that are consistent with those procedures.

### 2. How complaint is made

- (1) A member, or an officer may make a complaint by giving to the Board (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 Institute’s constitution; and
  - (b) sets out the allegation to which the dispute relates and whom the allegation is against; and
  - (c) sets out any other information reasonably required by the Institute.
- (2) The Institute 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 Institute is starting a procedure for resolving a dispute in accordance with the Institute’s constitution; and
  - (b) sets out the allegation to which the dispute relates.
- (3) The information given under subclause (1)(b) or (2)(b) must be enough to ensure that a person against whom an allegation is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- (4) A complaint may be made in any other reasonable manner permitted by the Institute’s constitution.

### 3. Person who makes complaint has right to be heard

- (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.
- (2) If the Institute makes a complaint,—
  - (a) the Institute 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 Institute.
- (3) Without limiting the manner in which the member, officer, or Institute 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 Institute's written statement or submissions (if any) are considered by the decision maker.

#### 4. Person who is subject of complaint has right to be heard

- (1) This clause applies if a complaint involves an allegation that a member, an officer, or the Institute (the **respondent**)—
  - (a) has engaged in misconduct; or
  - (b) has breached, or is likely to breach, a duty under the Institute'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.
- (2) The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
- (3) If the respondent is the Institute, an officer may exercise the right on behalf of the Institute.
- (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.

#### 5. Investigating and determining dispute

- (1) An Institute 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.

- (2) Disputes must be dealt with under the constitution in a fair, efficient, and effective manner.

**6. Institute may decide not to proceed further with complaint**

Despite clause 5, an Institute may decide not to proceed further with a complaint if—

- (a) the complaint is 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 Institute has materially breached, or is likely to materially breach, a duty under the Institute's constitution or bylaws or this 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.

**7. Institute may refer complaint**

- (1) A Institute 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.
- (2) A Institute 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).

**8. Decision makers**

A person may not act as a decision maker in relation to a complaint if 2 or more members of the Board or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be—

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

**Schedule 1 (A) Additional Processes to the Dispute Resolution Process**

**New Zealand Institute of Landscape Architects Tuia Pito Ora.**

## 1. Principles of Natural Justice and Tūhono Model

1.1 References to natural justice in Schedule 1 include references to the following principles and all disputes will be handled in accordance with these principles:

- Whanaungatanga (Relationships & Connection): Encouraging respectful dialogue to maintain strong professional relationships.
- Fair Hearing: The parties involved will have a reasonable opportunity to present their case.
- Manaakitanga (Respect & Support): Ensuring all parties feel supported and heard in a safe environment.
- Impartial Decision-Making: The person or panel resolving the dispute will act fairly and without bias.
- Right to Respond: Each party will be informed of the complaint or dispute and allowed to respond.
- Timely Resolution: Matters will be dealt with promptly and efficiently.

## 2. Purpose

2.1 Schedule 1 sets out the process for resolving complaints within the Institute in a fair, transparent, and efficient manner, in accordance with the Act and the principles of natural justice.

2.2 This Schedule 1A provides supplementary information to assist with the application of the process in Schedule 1 including setting out the Tūhono model, which emphasises connection, collaboration, and resolution through respectful engagement.

## 3. Composition of a subcommittee

3.1 If the Board, at its discretion, decides to form a subcommittee to oversee the Dispute Resolution Process on their behalf in accordance with clause 7 of Schedule 1, the composition of the subcommittee shall be:

- (a) The chair of the subcommittee and two other members.
- (b) All panel members must be Fellows or past members of the former Executive Committee or Board.
- (c) If necessary, cultural advisors may be included to ensure a culturally responsive process.

3.2 The role of the subcommittee is to investigate complaints and/or disputes and to make recommendations to the Board based on such investigation(s).

## 4. Respondents time frame to respond

4.1 To support the obligations set out in clause 4 of Schedule 1, the Board or the subcommittee appointed by the Board shall request the Chairperson of the Board or where a subcommittee has been appointed, the chairperson of the subcommittee to give the respondent written notice setting out:

- (a) the allegation described in clause 4(1) of Schedule 1; and

- (b) the timeframe in which the member must respond to the allegations. Noting the timeframe must not be more than 14 days following receipt of the notice; and
  - (c) details of the person to whom the response must be sent.
- 4.2 The Member must provide their response in writing within the timeframe specified in the notice described above including a full explanation and answer to the allegations.

## 5. Disciplinary options

- 5.1 The Board will take recommendations from the subcommittee (if applicable) into consideration when making a decision whether to impose disciplinary action on a Member.
- 5.2 If a subcommittee is formed, it must provide the Board with a written letter of recommendations outlining its findings, rationale, and any proposed disciplinary actions. This letter should include sufficient detail to enable the Board to make an informed and independent decision.
- 5.3 The Board acknowledges that as the final decision-making body, it must exercise its own judgment and is not bound to follow the subcommittee's recommendations. However, where the Board disagrees with the conclusions or recommendations of the subcommittee, it shall record its reasoning for the disagreement in writing.
- 5.4 The Board may request further clarification or additional information from the subcommittee before making its final decision. All decisions made by the Board must be reasonable, consistent with the principles of natural justice, and aligned with the Institute's Constitution and Code of Conduct.
- 5.5 The Board shall have the power, acting reasonably, to discipline Members or Officers by any one or more (where in the view of the Board the combination is compatible and appropriate), of the following:
- (a) recommendations concerning future professional conduct, practice or involvement with the activities of the Institute; or
  - (b) censure; or
  - (c) suspension; or
  - (d) expulsion.
- 5.6 The Board may also impose an order that the Member pay all or part of the costs paid or incurred by the Institute which have arisen directly or indirectly as a result of any of the procedures provided for by the disputes process being invoked and whether such costs have been paid or incurred as a result of the need to engage any professional or specialist advice or adviser or otherwise.

## 6. Disciplinary Outcomes

- 6.1 **Member recommendation:** Recommendations the Board or disciplinary subcommittee make in relation to the Member's future professional conduct,

practice, or involvement with the Institute aim to support members in upholding shared values and strengthening the Institute's reputation. They are not punitive, but are intended to encourage positive engagement, and may include stand-down periods where appropriate. Any member who receives such a recommendation will be guided by the recommendation.

- 6.2 **Member censure:** A censure is intended to uphold the Institute's values and protect its reputation. While it does not remove membership rights, it serves as an official warning and may carry conditions for future involvement. Any member who is censured by the Board or disciplinary committee receives a formal expression of disapproval for their conduct, practice, or involvement with the Institute.
- 6.3 **Member suspension:** Any Member suspended in accordance with clause 5.5 of this Schedule 1A shall have no right to vote at any meeting or to hold any office in the Institute or to have or exercise any of the other rights or privileges of their membership during the period of their suspension.
- 6.4 **Member expulsion:** Any Member expelled from the Institute in accordance with clause 5 of this Schedule 1A shall cease to be a Member of the Institute from the date of that expulsion.

## 7. **Complaint against an Officer of the Institute**

7.1 Where:

- (a) an Officer of the Institute is the subject of a complaint received in accordance with clause 2 of Schedule 1; and
- (b) unless clause 6 of Schedule 1 applies, then the Board may, where it considers it to be in the interests of the Institute to do so, resolve that the Member of the Board or Chief Operating Officer (as applicable) must stand down from office from the date of the resolution until determination of the complaint in accordance with the process in Schedule 1;
- (c) the resolution described in subclause 7.1(b) above may be passed by simple majority of all those Board Members not subject to the complaint; and
- (d) following determination of the complaint, the Board member may resume office where:
  - (i) the complaint is not upheld; or
  - (ii) the complaint is upheld but does not result in any disciplinary action being taken in association with that decision.

## 8. **Appeal process**

- 8.1 If the Board resolves that a member be disciplined, whether by way of censure, suspension, expulsion or any other formal disciplinary process, the Member may, within seven days of receiving written notification of the decision, notify the Board in writing of their intention to appeal the decision.
- 8.2 If a Member gives notice of their intention to appeal a disciplinary decision in accordance with clause 8.1, the Board shall, on receipt of such notice, determine

the appropriate process for hearing the appeal. This may include referring the matter to an independent panel or to a mediator or arbitrator or convening a Special General Meeting of the Institute for the purpose of hearing such appeal.

- 8.3 The appeal may be heard by:
- (a) an independent panel appointed by the Board, or
  - (b) a mediator or arbitrator agreed upon by both the Member and the Board;  
or
  - (c) by Special General Meeting.

- 8.4 The appeal process must:
- (a) protect the privacy and confidentiality of all parties involved;
  - (b) allow the Member a reasonable opportunity to present their case;
  - (c) ensure that any new evidence or mitigating circumstances are considered;
  - (d) result in a written decision, including reasons, which will be final and binding.

The Board may determine the appropriate format of the appeal process, provided it is fair, transparent, and consistent with the Institute's Constitution and the Incorporated Societies Act 2022.

- 8.5 If the appeal is to be heard by Special General Meeting:
- (a) the Board shall call such a meeting solely for the purpose of hearing the appeal; and
  - (b) the Special General Meeting must take place within three calendar months after the date of the resolution in relation to the disciplinary action; and
  - (c) If a simple majority of those present and voting at the Special General Meeting resolves that the disciplinary action (or a specified part of the action) be quashed, then the disciplinary action (or a specified part of the action) shall be deemed not to have taken place but any disciplinary action not quashed by the Special General Meeting shall remain in full force and effect.

## 9. Formalities

- 9.1 The Board and/or subcommittee (if applicable) shall keep minutes of all meetings in relation to any dispute or disciplinary discussions.
- 9.2 The Board and/or any subcommittee formed to oversee a dispute or disciplinary matter must keep accurate and complete minutes of all meetings, discussions, and decisions relating to that matter. These minutes must include:
- (a) The date, time, and attendees of each meeting;

- (b) A summary of the issues discussed;
- (c) Any recommendations made by the subcommittee;
- (d) The final decision(s) of the Board, including rationale where applicable;
- (e) Any actions taken or to be taken as a result of the decision.

All records must be stored securely and in accordance with any applicable policies.



## INCORPORATED SOCIETIES ACT 2022

### 47 Qualifications of officers

- (1) Every officer of a Institute must be a natural person.
- (2) A natural person who is not disqualified by subsection (3) may be elected or appointed as an officer of the Institute, so long as that person—
- (a) has consented in writing to be an officer; and
  - (b) certifies that they are not disqualified from being elected or appointed or otherwise holding office as an officer of the Institute.
- (3) The following persons are disqualified from being elected or appointed or otherwise holding office as an officer of a Institute:
- (a) a person who is under 16 years of age:
  - (b) a person who is an undischarged bankrupt:
  - (c) a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the [Companies Act 1993](#), the [Financial Markets Conduct Act 2013](#), or the [Takeovers Act 1993](#):
  - (d) a person who is disqualified from being an officer of a charitable entity under [section 36C](#) of the Charities Act 2005:
  - (e) a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
    - (i) an offence under [subpart 6](#) of Part 4:
    - (ii) a crime involving dishonesty (within the meaning of [section 2\(1\)](#) of the Crimes Act 1961):
    - (iii) an offence under [section 143B](#) of the Tax Administration Act 1994:
    - (iv) an offence under [section 22\(2\)](#):
    - (v) an offence, in a country, State, or territory other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iv):
    - (vi) a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere:
  - (f) a person who is subject to any of the following orders:
    - (i) a banning order under [subpart 7](#) of Part 4:
    - (ii) an order under [section 108](#) of the Credit Contracts and Consumer Finance Act 2003:
    - (iii) a forfeiture order under the [Criminal Proceeds \(Recovery\) Act 2009](#):
    - (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) a person who is subject to an order that is substantially similar to an order referred to in paragraph (f) under a law of a country, State, or territory outside New Zealand that is a country, State, or territory prescribed by the regulations:
  - (h) in relation to any particular Institute, a person who does not comply with any qualifications for officers contained in the Institute's constitution.
- (4) A natural person who is disqualified from being an officer but who acts as an officer is an officer for the purposes of a provision of this Act that imposes a duty or an obligation on an officer.