

[RSA ASSOCIATION] CONSTITUTION
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1. NAME AND INCORPORATION

- 1.1 The name of the Association is the [Name of RSA Association] Returned and Services Association Incorporated, referred to as the "RSA Association" in this Constitution.
- 1.2 The RSA Association was incorporated under the Incorporated Societies Act 1908 on [date incorporated] and has been re-registered under the Incorporated Societies Act 2022.

2. DEFINITIONS

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

“**Act**” means the Incorporated Societies Act 2022 or any Act which replaces it (including amendments from time to time), and any regulations made under the Act or any Act which replaces it.

“**Annual General Meeting**” means an annual general meeting of Members, as further described in clauses 11.1 to 11.6.

“**Chair**” means the person chairing the relevant meeting and is determined in accordance with clause 11.9 or clause 13.1(c) as the case may be.

“**Chief Executive**” means the chief executive of RNZRSA, or their nominee, or where that position is vacant, another person nominated by the Board of RNZRSA.

“**Constitution**” means this constitution, being the constitution of the RSA Association, as amended from time to time pursuant to clause 16.

“**Constitutional Principles**” means the principles set out in clauses 3.1 to 3.4.

“**Executive Committee**” has the meaning given in clause 4.6(b).

“**General Meeting**” means an Annual General Meeting or a Special General Meeting, as the context requires.

“**Individual**” means a natural person aged 18 or over.

“**Life Members**” means those Individuals that have been conferred life membership of the RSA Association, pursuant to clause 14.2.

“**RSA Association**” has the meaning given in clause 1.1.

“**Members**” means those persons who are members of the RSA Association in accordance with this Constitution, with the various categories of membership as set out in clause **Error! Reference source not found.**

“**Member Information**” has the meaning given in clause **Error! Reference source not found.**

“**Membership Fee**” means a fee payable by each Member to maintain their membership of the RSA Association, together with any other levies or other amounts payable by a Member, as set out in the Rules.

“**New Zealand Service Personnel**” has the meaning set out in clause 3.2(a).

“**Non Service Personnel**” has the meaning set out in clause 3.2(b).

“**Notice of Motion**” means such notices in accordance with clause 11.4.

“**Objects and Purposes**” means the objects and purposes of the RSA Association set out in clause 3.5.

“**Officers**” means the members of the Executive Committee, as further set out in clause 4.7.

“**Other Associations**” means RNZRSA Members excluding RNZRSA Life Members.

“**Police Officers**” has the meaning given in clause 3.2(a)(ii).

“**Police Officer Members**” means those Members that are Police Officers.

“**President**” means the president of the RSA Association from time to time in accordance with this Constitution.

“**Register of Interests**” means the register referred to in clause 9.1.

“**Register of Members**” means the register referred to in clause 14.7;

“**RNZRSA**” has the meaning given in clause 3.1.

“**RNZRSA Constitution**” means the constitution of the RNZRSA, and any document referenced therein, as may be updated from time to time.

“**RNZRSA Bylaws**” means the bylaws of the RNZRSA, and any document referenced therein, as may be updated from time to time.

“**RNZRSA Members**” means members of RNZRSA as described in the constitution of RNZRSA, including RSA Associations, Life Members and Affiliate Members.

“**Rules**” means the rules, bylaws, policies and codes of conduct of the RSA Association, as updated and in effect from time to time.

“**Special General Meeting**” means a special general meeting of Members, as further described in clause 11.7.

“**Supporter Members**” means all Members that are not New Zealand Service Personnel or Life Members. For the avoidance of doubt, Members that are Non Service Personnel are Supporter Members.

“**Suspend**”, “**Suspension**” and “**Suspended**” have the meanings given in clause 15.1.

“**Veteran**” has the meaning given in clause 3.2(a)(i).

“**Veteran Member**” are Members that are Veterans.

“**Vice President**” means the vice president of the RSA Association from time to time in accordance with this Constitution.

“**Working Day**” has the meaning set out in the Interpretation Act 1999.

2.2 Capitalised words and phrases in this Constitution that are not otherwise defined in this Constitution have the meanings given in the NZSRSA constitution and/or RNZRSA Bylaws.

3. CONSTITUTIONAL PRINCIPLES, OBJECTS AND PURPOSES

Constitutional Principles

3.1 The RSA Association is a member of the Royal New Zealand Returned and Services' Association, Te Ratonga Kahui Morehu a Tu o Aotearoa, incorporation number 215442 (“**RNZRSA**”).

3.2 **Membership of RNZRSA means being part of a fellowship of:**

- (a) those Individuals who serve or have served New Zealand including:
 - (i) in New Zealand's armed forces (Navy, Army, Air Force, Reserves) and collectively called the New Zealand Defence Force (“**Veterans**”); and
 - (ii) as sworn New Zealand police officers (“**Police Officers**”),
(collectively being “**New Zealand Service Personnel**”); and
- (b) the families of New Zealand Service Personnel, those otherwise associated with the New Zealand Defence Force or other service to New Zealand, and those who have served in the armed forces of other countries or as sworn police officers of other countries (“**Non Service Personnel**”).

On joining the RSA Association, each Member commits to a shared vision of the Objects and Purposes of the RSA Association.

3.3 **As is the case with RNZRSA and Other Associations and other RNZRSA Members, the Local Association shall remain politically neutral and non-sectarian, in that it shall neither endorse nor oppose any candidate or organisation seeking election to public office of any kind.**

3.4 The RSA Association is otherwise an independent entity in accordance with this Constitution.

Objects and Purposes of the RSA Association

3.5 The objects and purposes of the RSA Association are (“**Objects and Purposes**”):

- (a) Treating each Member, each member of all Other Associations, each RNZRSA Member, each Other Association, the RNZRSA, its representatives, and all New Zealand Service Personnel both past and present, with courtesy, understanding, mutual respect and tolerance at all times;
- (b) Demonstrating acceptance of diversity, sensitivity for the customs, practices, culture and personal beliefs of others;
- (c) Supporting human rights and dignity including equality of opportunity;
- (d) Personal integrity and honesty in all matters involving its Members, third parties, the RNZRSA, its representatives, members of Other Associations, RNZRSA Members, and all service personnel both past and present; and

- (e) Working constructively with Other Associations, RNZRSA Members, and RNZRSA to pursue the objects and purposes of the RNZRSA locally and nationally. The objects and purposes of RNZRSA are:
- (i) Loyally to uphold the sovereignty of New Zealand as a member of the Commonwealth of Nations and as a member of the United Nations.
 - (ii) To foster and maintain the welfare and security in New Zealand within the concept of the establishment and maintenance of international peace with honour.
 - (iii) To perpetuate the comradeship born of service to New Zealand and to promote the general welfare of those who serve or have served New Zealand, and their families;
 - (iv) To foster the ANZAC spirit of courage, commitment, comradeship and compassion:
 - (A) by acting as guardians of remembrance including leading the community in preserving the memory of those who served, particularly those who lost their lives; and
 - (B) by keeping the Spirit of Anzac alive through continuing to develop its meaning and relevance for today's world.
 - (v) To foster remembrance of the service undertaken by Service Personnel;
 - (vi) To cultivate a sense of responsibility within members of the RNZRSA and RSA Association community towards fellow citizens, the local community, and for the well-being of mankind;
 - (vii) To promote the defence of New Zealand, and guard the good name, interests and standing of serving members of the New Zealand Defence Force;
 - (viii) To support those who have served New Zealand at home and abroad and actively assist them in their transition to civilian life, especially if they are detrimentally affected by their service; and
 - (ix) To provide for the relief of poverty, the advancement of education or any other matter beneficial to the community.

3.6 The Objects and Purposes listed above are stand-alone independent objects and purposes of the RSA Association.

4. RNZRSA AND RSA ASSOCIATION STRUCTURE

Members

4.1 The Members comprise Veteran Members, Police Officer Members, Life Members and Supporter Members, as further defined in clause 14.1, who have consented to join the RSA Association.

4.2 On joining the RSA Association, each Member commits to the objects and purposes of the RNZRSA together with the Constitutional Principles and the Objects and Purposes set out in this Constitution.

RNZRSA Governance

- 4.3 The RSA Association, as part of RNZRSA, recognises and will comply with provisions regarding the structure and operation of RNZRSA set out in the RNZRSA Constitution.
- 4.4 The RSA Association commits to participating in National Council, District meetings and to voting in elections for District Presidents as set out in the RNZRSA Constitution and RNZRSA Bylaws.
- 4.5 Membership in good standing of RNZRSA permits the RSA Association to represent that it is a member of RNZRSA, to use the tag line “A member of the Royal New Zealand Returned and Services Association” and to use RNZRSA intellectual property on the terms and conditions set out in the RNZRSA Constitution and RNZRSA Bylaws.

RSA Association Structure

- 4.6 The RSA Association shall be structured as follows:
- (a) There shall be a President and Vice President elected at the Annual General Meeting pursuant to clause 12;
 - (b) There shall be an “**Executive Committee**” established pursuant to clause 12 comprising of:
 - (i) The President;
 - (ii) The Vice President; and
 - (iii) Between three (3) and nine (9) Members,all of whom shall be elected at the Annual General Meeting pursuant to clause 12.
 - (c) Subject to any clauses of this Constitution to the contrary, the RSA Association shall be governed and managed by the Executive Committee, and the Executive Committee shall have all of the powers set out in clause 5.
- 4.7 The members of the Executive Committee shall be the “**Officers**” of the RSA Association for the purposes of the Act.
- 4.8 The President shall be the Contact Person (as defined in the Act) of the RSA Association, or in the event of a vacancy, such other person determined by the Executive Committee.
- 4.9 The governing document of the RSA Association shall be this Constitution.
- 4.10 Without relieving the Executive Committee of its overarching responsibility, the Executive Committee may by ordinary resolution establish specific roles and responsibilities (for example secretary, treasurer and/or a deputy vice president) and delegate these to Executive Committee members from time to time.

Constitution to not conflict with RNZRSA Constitution and Role of Chief Executive

- 4.11 In the event of a conflict between the Constitutional Principles and Objects and Purposes and the objects and purposes, and constitutional principles, in the RNZRSA Constitution, the

Executive Committee must amend this Constitution to address the conflict, subject to the prior approval by the Chief Executive, pursuant to clause 16.

4.12 Where any matter, transaction, course of action or other item (**Matter**) in this Constitution requires the consent or approval of the Chief Executive, the Chief Executive may, without limitation, refuse to provide such consent or approval (in their sole discretion) where:

- (a) the Matter is not, or is not likely to, be compliant or consistent with:
 - (i) the Objects and Purposes or Constitutional Principles;
 - (ii) the requirements of this Constitution, including without limitation the requirements of clause 6; or
 - (iii) the RNZRSA Constitution (including its objects and purposes, and constitutional principles) or the RNZRSA Bylaws;
 - (b) the Matter if progressed would, or would likely, breach, or cause the Executive Committee to breach, the Act or other applicable law **[(including the law of charities)]**, cause the or prevent the RSA Association, Executive Committee, Members or RNZRSA from complying with the Act, statutory or other duties, or applicable law **[(including the law of charities)]**;
 - (c) the RSA Association is (or is likely to be) insolvent or unable to pay its debts (as defined in the Act) when requesting consent or approval to the Matter, or would become (or is likely to be or become) insolvent or unable to pay its debts (as defined in the Act), if the Matter were to be progressed;
 - (d) the RSA Association ought to be wound up or liquidated rather than the Matter proceeding; or
 - (e) the matter is financially imprudent,
- or for any other similar reasons.

5. POWERS

5.1 The RSA Association has all of the powers of an incorporated society vested in it by the Act, limited only as set out in this Constitution. Those powers include:

- (a) To establish, undertake and execute any trusts provided that the objectives of such trusts do not conflict with the Objects and Purposes or the Constitutional Principles, or the objects and purposes or constitutional purposes of the RNZRSA, and subject to the requirements in clause 19;
- (b) To borrow money, and incur liabilities and obligations, subject to the requirements in clause 5.5;
- (c) To dispose of, transfer, or sell any asset of the RSA Association, subject to the requirements in clause 6;
- (d) To the extent permitted by law and as set out in clause 8.1, to indemnify, including to obtain insurance cover for, its Officers and others; and

(e) To make, amend, delete, replace and otherwise alter Rules pursuant to clause 17.

5.2 The powers set out in clause 5.1 and the Act are independent main powers, they shall be applied broadly and shall not be construed in a manner that limits the RSA Association's performance of its Objects and Purposes, or operations.

5.3 Subject to clause 5.1, the Executive Committee may exercise all of the powers of the RSA Association and do all such acts and things as may be exercised or done by the RSA Association that are not required, by this Constitution and/or the Act, to be exercised or done at a General Meeting.

5.4 The Executive Committee may otherwise delegate all, or such of the powers of the RSA Association, in such a manner and to such persons as might be considered desirable, by the Executive Committee for the operation of the RSA Association.

5.5 The Executive Committee must seek the approval of a General Meeting prior to borrowing or incurring any liability that exceeds \$50,000. This amount is calculated on an aggregated basis howsoever structured, including in one or more transactions and with one or more related parties.

6. PROPERTY AND MEMORABILIA

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

6.2 The Members acknowledge and agree that:

(a) The RSA Association is the holder of memorabilia and other property (including land and buildings) acquired from and through the actions of the members of the RSA Association that have gone before; and

(b) Memorabilia and other property (including land and buildings) is to be retained within RNZRSA and/or RNZRSA Members; and

(c) All property (including land and buildings) of the RSA Association should be recorded and utilised in a manner to best achieve the Objects and Purposes and in line with the Constitutional Principles set out in this Constitution.

6.3 The Executive Committee shall ensure that prior to amalgamating or merging with another entity, making arrangements for the benefit of creditors, or entering into receivership, liquidation or other winding up of the RSA Association, the memorabilia and other property (including land and buildings) must, in addition to the requirements of clause 21, be preserved first for the benefit of the RSA Association and then for RNZRSA or RNZRSA Members.

6.4 The RSA Association and all of its Members shall comply with the Arms Act 1983.

7. NO FINANCIAL GAIN FOR MEMBERS

7.1 The RSA Association may trade and make profits. However in no circumstances will the RSA Association operate for the financial gain of any of its Members. Subject to clauses 7.2 and 7.3 in no circumstances will a Member:

(a) Have an exclusive or otherwise disposable right to any property held by the RSA Association;

- (b) Be entitled to share in the revenue generated by any RSA Association activity irrespective of the contribution to the generation of that revenue by the Member; or
- (c) Be entitled to receive any gain, dividend, distribution, share of any profits or any other financial benefit howsoever generated by the RSA Association.

7.2 It shall not contravene the prohibition on financial gains for a Member if the Member receives:

- (a) Reimbursement for reasonable costs legitimately incurred by that Member on behalf of the RSA Association, for the Objects and Purposes (provided that such reimbursement is not more than market value);
- (b) Payment to which the Member would be entitled if not a Member, having entered into an arrangement or transaction with the RSA Association on arm's length terms, for the Objects and Purposes (provided that such payment is not more than market value for goods and/or services actually supplied);
- (c) Reasonable prizes, other than financial prizes, in competitions run by the RSA Association for Members; or
- (d) Incidental benefits which are in accordance with the Objects and Purposes of the RSA Association.

7.3 To the extent permitted by law, Membership shall not disentitle a Member from receiving a benefit from a charitable trust or any other form of independent charity:

- (a) Established or administered by the RSA Association; or
- (b) Where the RSA Association holds the power to appoint trustees or administrators the charity:

provided that:

- (c) Neither the RSA Association nor the Member in question has the ability to exercise effective control over the decision to make the distribution; and
- (d) The distribution is permitted by the charitable trust or charity concerned.

8. INDEMNITY AND INSURANCE FOR OFFICERS, EMPLOYEES AND MEMBERS

8.1 The RSA Association may indemnify or obtain insurance for an Officer, an employee or a Member for liabilities or costs to the extent permitted by law. Without limiting the foregoing, this includes indemnifying or insuring an Officer for liabilities or costs in relation to the following matters:

- (a) Liability (other than criminal liability) for a failure to comply with any duty imposed by law, this Constitution or the Rules on an Officer in their capacity as an Officer; and
- (b) Costs incurred by the Officer in respect of any claim or proceeding relating to that liability.

9. CONFLICT OF INTEREST

9.1 The Executive Committee shall maintain an up to date "**Register of Interests**", recording the information required as set out in this clause 9 and as required by the Act.

9.2 For the purposes of this clause 9:

“Associated Person” means the spouse, civil union partner, de facto partner, child, parent, grandchild, sibling, nephew, niece, uncle, aunt or first cousin of an Officer;

“Matter” means:

- (a) the RSA Association’s performance of its activities or exercise of its powers; and/or
- (b) an arrangement, agreement, understanding or contract made or entered into or proposed to be entered into by the RSA Association.

9.3 Subject to clause 9.4, an Officer is **“Interested”** in a Matter (and has an **“Interest”** in a Matter) if that Officer or someone who is an Associated Person of that Officer:

- (a) May derive a financial benefit from the Matter;
- (b) May have a financial interest in a person or entity to whom the Matter relates; or
- (c) Is a partner, director, officer, board member, representative or trustee of a person or an entity who may have a financial interest in an entity to whom the Matter relates.

9.4 An Officer is not Interested in a Matter:

- (a) Because that Officer receives an indemnity, insurance cover, remuneration or other benefits authorised by this Constitution or the Act;
- (b) If that Officer’s Interest is the same or substantially the same as the Interest of all or most other Members due to their membership; or
- (c) If that Officer’s Interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that Officer in carrying out the Officer’s responsibilities at law, under this Constitution or Rules, or the Act.

9.5 An Officer Interested in a Matter must disclose, to the Executive Committee, as soon as practicable after the Officer becomes aware of the Interest, details of the nature and extent of the Interest.

9.6 The Executive Committee must record the name of the Interested Officer and details of the Interest in the Register of Interests.

9.7 An Officer who is Interested in a Matter:

- (a) Must not vote or take part in a decision of the Executive Committee relating to that Matter;
- (b) Must not sign any document relating to the entry into the Matter or the initiation of the Matter;
- (c) May take part in a any discussion of the Executive Committee relating to the Matter and be present at the time of the decision of the Executive Committee (unless the Executive Committee decides otherwise); and
- (d) May be counted for the purpose of determining whether there is a quorum at any meeting of the Executive Committee at which the Matter is considered.

9.8 Where 50% or more of the Executive Committee members are prevented from voting on a Matter because they are Interested in that Matter, a Special General Meeting must be called by the Executive Committee, in the manner set out in clause 11.7, to consider and determine the Matter.

10. RESPONSIBILITIES OF EXECUTIVE COMMITTEE

10.1 The Executive Committee must ensure that the RSA Association is managed and operated in a sustainable manner.

10.2 The responsibilities of the Executive Committee are to:

- (a) Ensure the RSA Association complies with all legal and constitutional requirements;
- (b) Ensure that the RSA Association is managed and operated in a financially sustainable manner;
- (c) Set the strategic direction and priorities for the RSA Association consistent with those of RNZRSA as communicated at National Council of RNZRSA or by the Forum of RNZRSA through the relevant District President from time to time and otherwise consistent with the wishes of the Members expressed at a General Meeting;
- (d) Ensure the RSA Association engages co-operatively and in good faith with all levels of RNZRSA in a manner consistent with the Objects and Purposes set out in this Constitution;
- (e) Ensure that the RSA Association complies with the RNZRSA Constitution and RNZRSA Bylaws;
- (f) Set high-level policies and management performance expectations;
- (g) Characterise and oversee the management of risk;
- (h) Monitor and evaluate organisational performance;
- (i) Holding to account management of the RSA Association on behalf of the Members;
- (j) Ensure that the RSA Association seeks the assistance of RNZRSA, District Representatives (as described in the RNZRSA Constitution and RNZRSA Bylaws) or Other Associations when the RSA Association is unable to or is at risk of being unable to meet its obligations as a member of RNZRSA to service personnel, their families and those affected by service for New Zealand in need whether members of the RSA Association, Other Associations, RNZRSA, or not;
- (k) Ensure that all targeted funds donated to the RSA Association are used in accordance with the terms on which they are donated, and unless otherwise stated in the terms on which such funds are donated, are used in a timely manner and are used sustainably for the purpose for which such funds are targeted;
- (l) Ensure that no trust or entity is established by or on behalf of the RSA Association with governing principles or arrangements that are inconsistent with the Objects and Purposes, Constitutional Principles and objects and purposes of RNZRSA;

- (m) Ensure that ownership of all property (including land and buildings) and memorabilia gained by the RSA Association is protected for the benefit of current and future Veterans; and
- (n) To select a delegate and observers to attend RNZRSA AGM's, SGM's and other meetings of National Council, as permitted pursuant to the RNZRSA Constitution.

11. MEETINGS OF MEMBERS

Annual General Meetings

- 11.1 An **Annual General Meeting** will be held in each calendar year, within six (6) months of the end of the financial year of the RSA Association and not more than 15 months after the last Annual General Meeting.
- 11.2 Notice of the date of the Annual General Meeting shall be given, as set out in clause 11.3, no later than [twenty-five (25)] Working Days prior to the Annual General Meeting to all Members and to the Chief Executive.
- 11.3 Notice shall be given to Members by any one or more of the following methods (and any combination of these methods), as determined by the Executive Committee:
 - (a) Email to the Member's last notified email address;
 - (b) On the RSA Association's website, or social media pages operated by the RSA Association;
 - (c) Notice posted in the club rooms of, or premises used by, the RSA Association;
 - (d) Public notice in a newspaper circulating in the region in which the RSA Association is located; and/or
 - (e) Such other method as determined by the Executive Committee.

Where this Constitution requires notice be given to Members for any reason, the provisions of this clause 11.3 shall apply unless otherwise specifically stated.

- 11.4 Notice given pursuant to clause 11.2 shall include a request for Members to submit "**Notices of Motion**" for consideration at the Annual General Meeting. A Member ("the **Proposer**") may raise a matter at the Annual General Meeting by providing a written notice of motion to the President no later than [twenty (20)] Working Days before the date of the Annual General Meeting. Notices of Motion must set out the motion to be voted on and the basis for the motion. If the Executive Committee considers a matter so raised:
 - (a) Is stated in such a way that it is not able to be put to a vote at an Annual General Meeting;
 - (b) Has been considered and rejected at a General Meeting within the immediately preceding three (3) years;
 - (c) Is contrary to the Objects and Purposes, the Constitutional Principles, or clause 6 or clause 7;
 - (d) Is contrary to law or seeks to have the RSA Association act in a manner contrary to law;

- (e) Could reasonably be considered defamatory, hate speech or otherwise derogatory;
- (f) Is vexatious;
- (g) Is unreasonable;
- (h) Can reasonably be interpreted in several ways or is otherwise ambiguous as to its purpose; or
- (i) Would, if passed, prevent the Executive Committee from meeting its obligations as defined in this Constitution,

the Executive Committee may either allow the matter to proceed to the General Meeting or require that the matter be referred back to the Proposer with an explanation of the issue or issues of concern. The Proposer shall then have two (2) Working Days to address those issues to the satisfaction of the Executive Committee. If the issues are not addressed and/or the matter is not resolved between the Proposer and the Executive Committee within that time or such further time as might be agreed between the Proposer and the Executive Committee, the Executive Committee may determine that the matter shall not be put to the General Meeting. A Notice of Motion may be withdrawn by the Proposer at any time prior or during the Annual General Meeting.

11.5 No later than [fifteen (15)] Working Days prior to the Annual General Meeting the Executive Committee shall provide each Member with an agenda for Annual General Meeting, along with the information and documents set out in clause 11.6. Such information and documents shall be provided to the Member using one or more of the methods set out in clause 11.3 or otherwise made available for Member to collect from the premises of the RSA Association. Where the information and documents are made available for Members to collect, notice of this shall be given to all Members using one or more of the methods set out in clause 11.3.

11.6 The information and documents to be provided to Member in accordance with clause 11.5 are:

- (a) the minutes from the previous Annual General Meeting;
- (b) an annual report on the operations and affairs of the RSA Association for the last financial year;
- (c) the financial statements of the RSA Association for the last financial year;
- (d) matters to be considered and elections/motions/resolutions to be voted on at the Annual General Meeting;
- (e) the nominees for election to the Executive Committee (including the President and Vice President where applicable);
- (f) notice of any disclosures in the Register of Interests made in the last financial year; and
- (g) any other matter required by law or that the Executive Committee considers appropriate,

And the annual report, financial statements and the Register of Interests must be presented at the Annual General Meeting.

Special General Meetings

- 11.7 A Member may ask the President to call a Special General Meeting, by providing a written request to the President at any time. The President must call a Special General Meeting if the request is signed by at least [10] Members, and stating the business that the Special General Meeting is to deal with, which may be in the form of a notice of motion or otherwise. In addition, the Executive Committee may at any time resolve to call a Special General Meeting.
- (a) If the Special General Meeting is to proceed, the President shall as soon as reasonably practical give no less than fifteen (15) Working Days' notice of the General Meeting to Members in accordance with clause 11.3.
- (b) The notice of meeting for the Special General Meeting shall include details of the matter to be considered and voted on.

All General Meetings

- 11.8 The following clauses 11.9 to 11.25 apply to all Annual General Meetings and Special General Meetings of the RSA Association (together "**General Meetings**").
- 11.9 All General Meetings shall be chaired by the President. Where the President is not present at the General Meeting, the meeting shall be chaired by the Vice President. Where the Vice President is also not present, the meeting shall be chaired by a member of the Executive Committee present at the meeting and elected by the meeting as the chair of the meeting.
- 11.10 Any Member attending a General Meeting, by whatever method, is entitled to vote on the matters put to that General Meeting (including, the avoidance of doubt, election of the Executive Committee) provided that Member is not Suspended.
- 11.11 The quorum for a General Meeting shall be attendance of [15 – note number can be amended depending on number of members that RSA Association has] Members entitled to vote. No business shall be transacted at any meeting unless a quorum of such Member is present.
- 11.12 If within half an hour from the time appointed for any meeting a quorum is not present at the meeting, it shall stand adjourned to the same day in the next week at the same time and place and the Member entitled to vote and present at the adjourned meeting may transact any business as if they constituted a full quorum.
- 11.13 A General Meeting and its business will not be invalidated simply because one or more Members did not receive or see notice of the meeting issued pursuant to clause 11.3.
- 11.14 Without limiting the powers provided under clauses 11.15 and 11.17, every question submitted to a General Meeting shall be decided in the first instance on the voices, by a show of hands or similar as determined by the Chair of the meeting. Subject to clause 11.10, every Member present in person or by electronic means shall be entitled to record one vote and no more upon every question. In the case of an equality of votes (by whatever method) the Chair shall have a second or casting vote.
- 11.15 Unless otherwise specified in this Constitution, a question, motion or resolution put to a General Meeting will be determined by a simple majority of Member eligible to vote and voting thereon.
- 11.16 Unless a ballot is demanded by the Chair or by at least three Members (who are eligible to vote) present, a declaration by the Chair that a resolution has been carried or lost and an entry to that

effect in the minutes shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against such resolution.

- 11.17 A demand for a ballot may be withdrawn. The demand for a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a ballot has been demanded.
- 11.18 Votes by ballot at a General Meeting shall be cast and scrutinised as prescribed in the Rules from time to time, or as determined by the Chair of the meeting in which a vote is to be called.
- 11.19 No proxies are permitted.
- 11.20 The Executive Committee shall be responsible for:
- (a) Ensuring accurate minutes of all General Meetings are kept; and
 - (b) The logistics, administration, and any other requirements for the calling a General Meeting.
- 11.21 Members may attend a General Meeting using any real-time audio, audio and visual, or electronic communication, if made available for use by a Member by the Executive Committee, such that the Member is able to engage in the meeting. Such Members shall be considered present for the purposes of attendance at a meeting and in assessing a quorum. Such attendees will have the same rights as Members who are present in person.
- 11.22 A written resolution may not be passed in lieu of a General Meeting.
- 11.23 The procedures for calling, holding, and voting at a General Meeting shall otherwise be set out in the Rules provided that the Chair of a General Meeting shall have the discretion at a the General Meeting to alter the agenda, introduce any item of business that the Executive Committee considers requires discussion at the General Meeting, and to make any other procedural ruling that the Chair considers necessary for the General Meeting to proceed efficiently.
- 11.24 The Chief Executive, National President, National Vice Presidents, District Presidents and officers of RNZRSA shall have a right to attend and be heard at any and all General Meetings, and shall have a vote at such a meeting and have all other rights of a Member (whether or not any membership or other fee has been paid, and notwithstanding clauses 15.1 and 15.2).
- 11.25 The chairperson of any General Meeting may direct that any person not entitled to be present at such meeting, or is obstructing the business of such meeting, or behaving in a disorderly or abusive manner, or failing to abide by the directions of the chairperson, and direct that the person be removed from the meeting.

12. ELECTION AND REMOVAL OF EXECUTIVE COMMITTEE MEMBERS

- 12.1 Subject to the terms of this Constitution, the President and Vice President shall hold office for a maximum term of [three years] commencing at the end of the Annual General Meeting in which they are elected, and shall remain in office until the end of the third Annual General Meeting thereafter.
- 12.2 Subject to the terms of this Constitution, the term of office of the other members of the Executive Committee shall be one year commencing at the end of the Annual General Meeting in which they are elected, and shall remain in office until the end of that the next Annual General Meeting.

- 12.3 The Members shall elect the Executive Committee (including the President where the President's term will expire at the Annual General Meeting and/or the Vice President where the Vice President's term will expire at the Annual General Meeting) at the Annual General Meeting.
- 12.4 Nominations for the election of the Executive Committee, including the President and Vice President where their term will expire at the Annual General Meeting, shall be called for by the Executive Committee or its delegate when calling for Notices of Motion for the Annual General Meeting in accordance with clause 11.4 of this Constitution. The final date for receipt of nominations shall be the final date set aside for the receipt of Notices of Motion pursuant to clause 11.4 of this Constitution.
- 12.5 To be eligible for election as the President or Vice President the candidate must:
- (a) [criteria to be met (if any), eg, a minimum membership time requirement]
- 12.6 To be eligible for election to the Executive Committee a candidate (including candidates for President and Vice President) must:
- (a) Be a Member;
- (b) Have fully paid all subscriptions and fees owing by the candidate to the RSA Association as at the time of nomination;
- (c) Have consented in writing to be a candidate for the Executive Committee, and in the case of a candidate for President or Vice President, consented to be a candidate for that position;
- (d) Not be disqualified from being an Officer of an incorporated society as set out in the Act [or of a charity registered under the Charities Act 2005]; and
- (e) Have certified in writing that they are not disqualified from being an Officer of an incorporated society as set out in the Act.
- 12.7 Every Executive Committee member whose term is expiring (including the President and Vice President) is eligible for nomination for re-election, subject to meeting the requirements of clause 12.5 where they are nominated for President or Vice President, and the requirements of clause 12.6 in all cases.
- 12.8 The election of the Executive Committee, including the President and Vice President where the terms of those Officers are expiring at the Annual General Meeting, shall take place on the following basis:
- (a) In the event there are no nominations prior to the Annual General Meeting at which the election is to take place, nominations may be called for from the floor, subject to the candidates nominated from the floor meeting the requirements of clauses 12.5 where they are nominated for President or Vice President, and the requirements of clause 12.6 in all cases;
- (b) In the event of no nominations for either the role of President or Vice President, the current holders of such offices shall continue in place until the next Annual General Meeting or a Special General Meeting called in accordance with clause 11.7 for the purpose of such an election;

- (c) The election of the Executive Committee, including the President and Vice President shall take place by ballot during the course of the Annual General Meeting;
- (d) In the event of there being an equality of votes for the role of President or Vice President, there shall be a second ballot;
- (e) If following the second ballot there remains an equality of votes for the position of President:
 - (i) and the person then holding the position of President is a candidate for election, the person then holding the position of President shall remain as President for a further term; or
 - (ii) where the person then holding the position of President is not a candidate, that retiring President shall have a determinative or casting vote for the position of President;
- (f) If following the second ballot there remains an equality of votes for the position of Vice President:
 - (i) and the person then holding the position of Vice President is a candidate for election, the person then holding the position of Vice President shall remain as Vice President for a further term; or
 - (ii) where the person then holding the position of Vice President is not a candidate, the President at the time of the ballot shall have a determinative or casting vote for the position of Vice President;
- (g) In the event of there being an equality of votes for election of any other member(s) to the Executive Committee, the result shall be determined by a second ballot between those candidates affected and if no decision following that second ballot is reached the decision will then be decided by lot among the candidates concerned.

12.9 Any vacancy on the Executive Committee, other than in the President or Vice President, arising prior to the next Annual General Meeting shall be filled as follows:

- (a) where the number of members of the Executive Committee (after the vacancy occurs) falls below the minimum, then the Executive Committee must co-opt a Member to the Executive Committee to fill the vacancy;
- (b) where the number of members of the Executive Committee (after the vacancy occurs) does not fall below the minimum, then the Executive Committee may co-opt a Member to the Executive Committee to fill the vacancy;

and in both cases the appointee must satisfy the requirements of clause 12.6 and shall hold office from the date of their appointment until the conclusion of the next Annual General Meeting.

12.10 Upon the person acting as President ceasing to be President for any reason, the Vice President shall assume the role of President for the remainder of the term of that ceased President, or until a Special General Meeting is called, in accordance with clause 11.4, for the purpose of electing a President. Where there is no Vice President, a General Meeting must be held for the purpose of electing a President. The provisions of this clause 12 as to nomination and election of the

President shall apply accordingly. Any person elected as President at such a General Meeting shall hold that role for the remainder of the term of the ceased President.

- 12.11 Upon the person acting as Vice President ceasing to be Vice President for any reason, including in accordance with clause 12.10, there shall be no Vice President until:
- (a) Where clause 12.10 applies, a new President being elected, in which case the Vice President who was acting as President shall resume their position as Vice President; or
 - (b) Election of a Vice President at the next Annual General Meeting.
- 12.12 The grounds for the removal of an Executive Committee member (including the President and Vice President) are as follows:
- (a) Death;
 - (b) Mental incapacity;
 - (c) Bankruptcy;
 - (d) Conviction of a criminal offence that includes a term of imprisonment as a penalty;
 - (e) Failure to attend 3 consecutive meetings of the Executive Committee unless they have been granted a leave of absence by a majority of the Executive Committee;
 - (f) Resignation in writing to the President or the Executive Committee;
 - (g) Ceasing to be a Member;
 - (h) Becoming disqualified from being an Officer of an incorporated society as set out in the Act, or otherwise failing to meet any eligibility criteria set out in this Constitution for Executive Committee members;
 - (i) Removal from office pursuant to this Constitution or Rules, including under the dispute resolution procedure set out in clause 15;
 - (j) A breach of this Constitution, or Rules that is not remedied or capable of remedy within a reasonable time being no less than ten (10) Working Days;
 - (k) The Executive Committee member becoming an employee of the RSA Association (for the removal of doubt receipt of an honorarium or reimbursement of expenses does not constitute employment).

13. MEETINGS AND ROLE OF EXECUTIVE COMMITTEE

13.1 Meetings of the Executive Committee shall be held as follows:

- (a) The Executive Committee shall meet as required, at such times and places and in such manner as it may determine, and otherwise where and as convened by the President.
- (b) The quorum for a meeting of the Executive Committee shall be [three-quarters] of the members of the Executive Committee.
- (c) All meetings of the Executive Committee shall be chaired by the President. Where the President is not present at the meeting, the meeting shall be chaired by the Vice

President. Where the Vice President is also not present, the meeting shall be chaired by a member of the Executive Committee present at the meeting and elected by the meeting as the Chair of the meeting.

- (d) Each Executive Committee member present has one vote. In the case of an equality of votes the Chair of the meeting shall have a second or casting vote.
- (e) Unless otherwise specified in this Constitution, a resolution of the Executive Committee is passed if the majority of Executive Committee members present at the meeting vote in favour of it.
- (f) The Executive Committee must ensure that written minutes are kept of all Executive Committee meetings.
- (g) Subject to this Constitution and to any process set out in the Rules, the Executive Committee may regulate its proceedings as it thinks fit.

13.2 The Executive Committee has the responsibilities set out in clause 10.

13.3 The President's role shall include:

- (a) Heading and speaking on behalf of the RSA Association;
- (b) Representing the RSA Association;
- (c) Chairing Annual General Meetings and any other General Meetings;
- (d) Communicating with and on behalf of Members;
- (e) Assisting with dispute resolution in accordance with the provisions of this Constitution;
and
- (f) Chairing the Executive Committee.

13.4 The Vice President and other members of the Executive Committee will undertake such duties and for such duration as the President may determine.

14. MEMBERSHIP

Categories of Members

14.1 The membership of the RSA Association shall consist of Life Members, Veteran Members, Police Officer Members and Supporter Members. Specific requirements, restrictions, rights and obligations regarding each Member type may be set out in the Rules.

14.2 All current Life Members and Honorary Life Members of the RSA Association as at adoption of this Constitution shall be Life Members. New Life Memberships shall be conferred by the Executive Committee at a General Meeting in recognition of local service. Eligibility and the process for grant of Life Membership may otherwise be defined in the Rules. Life Members may only be Individuals.

Becoming a Member

- 14.3 Any person wishing to become a Member (in any category of membership other than as a Life Member) shall complete the appropriate application form prescribed by the Executive Committee from time to time and send it to the Executive Committee. An applicant must consent to membership of the RSA Association.
- 14.4 Upon receipt of an application for membership, the Executive Committee shall consider and vote on the application as soon as is reasonably possible. The Executive Committee may reject an application for membership for any reason, including where the Executive Committee considers that accepting the member is not in the interests of the RSA Association or RNZRSA. Applications made by New Zealand Service Personnel must be accepted by the Executive Committee, unless there is a compelling reason not to afford Membership which has been approved in writing by the Chief Executive.
- 14.5 Upon an application for membership of the RSA Association being accepted, the Executive Committee shall advise the prospective member accordingly, provide the prospective member with information regarding the terms of their membership, and advise the Membership Fee that is required to be paid by the prospective member. The manner in which the Membership Fee is calculated shall be set out in the Rules.
- 14.6 Upon acceptance of the application and payment of the Membership Fee, the prospective member shall become a Member.

Member Information

- 14.7 The Executive Committee shall keep an up-to-date “**Register of Members**”, containing the following information (as required by the Act):
- (a) The Member’s full name;
 - (b) The Member’s date of birth;
 - (c) The category of membership applicable to the Member;
 - (d) The unique membership number allocated to the Member by the RSA Association;
 - (e) Where the Member is a Veteran Member or Police Officer Member, the arm that the Member served/serves in and their service number;
 - (f) The Member’s full postal address and email address (if any);
 - (g) The Member’s phone number;
 - (h) The date on which each Member became a Member;
 - (i) Whether the Member has paid their Membership Fees, if they are in arrears, and if the Member is Suspended;
 - (j) Other information required for the RSA Association to comply with its legal requirements, including the name of each person that ceased to be a member within the previous 7 years, and the date on which each person ceased to be a Member; and
 - (k) Such other information as determined by the Executive Committee from time to time,

(“Member Information”).

- 14.8 The Executive Committee shall only permit Member Information to be used for the following purposes:
- (a) Communication to Members on behalf of the RSA Association and RNZRSA;
 - (b) As required or permitted by the Constitution, Rules, the RSA Association’s privacy policy (if any), RNZRSA Constitution and RNZRSA Bylaws, including any RNZRSA privacy policy;
 - (c) To enable the RSA Association and RNZRSA to comply with the Act and laws of New Zealand; and
 - (d) To enable the RSA Association and RNZRSA to provide assistance to Members and their families.
- 14.9 The RSA Association shall hold the Member Information securely, and not allow access to or use of the Register of Members or Member Information by anyone other than the Executive Committee, employees and contractors of the RSA Association (including lawyers, accountants and auditors), the Chief Executive, RNZRSA Board and any other person contemplated by the RSA Association’s privacy policy, provided that at all times such access and use is for a proper purpose.
- 14.10 Each Member agrees to provide Member Information to the RSA Association, and for it to be communicated to the RNZRSA to enable the RSA Association to comply with the RNZRSA Constitution and RNZRSA Bylaws. Each Member agrees to promptly advise the RSA Association of any changes to their Member Information.
- 14.11 The RSA Association shall comply with New Zealand law relating to the collection, use and disclosure of personal information in all circumstances.
- 14.12 Member Information shall ultimately be the property of the person about whom it is collected. A person about whom Member Information has been collected shall have a full right of access to their Information on the Register of Members, and a right to have that information corrected upon written notice to the Executive Committee. The Executive Committee shall have the right to amend the Register of Members.

Rights and obligations of Members

- 14.13 Each Member, by joining the RSA Association, agrees to be bound by and give effect to this Constitution and the Rules.
- 14.14 Each Member (except Life Members) must pay the Membership Fees on an annual basis during the term of their membership of the RSA Association, in accordance with the requirements of this Constitution and the Rules. The amounts of such Membership Fees and the due date for payment (“**Due Date**”) shall be set out in the Rules.
- 14.15 Each Member:
- (a) Accepts that the RSA Association is part of RNZRSA with obligations to RNZRSA;
 - (b) Agrees to the RSA Association supporting and giving effect to all resolutions of the National Council of RNZRSA;

- (c) Agrees to adhere to the Objects and Purposes, and the Constitutional Principles and other standards set out in this Constitution;
- (d) Agrees to provide the Member Information set out in this Constitution and Rules for the purposes set out in this Constitution;
- (e) Agrees to promptly advise the Executive Committee of any change in the Member's Member Information;
- (f) Agrees to support and give effect to all resolutions of a General Meeting;
- (g) Agrees to act in a manner that does not harm the RSA Association, the other Members or RNZRSA;
- (h) Agrees to advise the RSA Association promptly of any inability to comply with this Constitution and the Rules;
- (i) Agrees to seek help from and work with the RSA Association to correct any inability to comply with this Constitution or the Rules;
- (j) Agrees to protect all memorabilia and other property (including land and buildings) held or controlled by the RSA Association;
- (k) Agrees to comply with the Code of Conduct applying pursuant to clause 17.3;
- (l) Agrees to comply with the RNZRSA Constitution and Bylaws.

Awards and badges

- 14.16 The RSA Association may make awards to Members as determined by the Executive Committee. The process for making awards shall otherwise be set out in the Rules.
- 14.17 Members shall be entitled to wear the badges of membership as set out in the Rules and the RNZRSA Bylaws.

Information requests

- 14.18 Members are entitled to request information held by the RSA Association pursuant to section 80 of the Incorporated Societies Act 2022.
- 14.19 The RSA Association is entitled to refuse any request for information on the grounds set out in section 81 of the Incorporated Societies Act 2022.

Voting by Members

- 14.20 Each Member shall have one vote each, subject to clause 11.10.

Ceasing to be a Member

- 14.21 Membership terminates:
- (a) Upon the receipt by the Executive Committee of a letter of resignation from a Member;
 - (b) If a member fails to pay Membership Fees, in accordance with clause 15.2;

- (c) On the death of a Member; and
- (d) Upon the termination of a Member's membership pursuant to clause 15 and Schedule One.

15. DISPUTE RESOLUTION

Failure to pay Membership Fees

- 15.1 Where any Member has not paid their Membership Fees prior to the Due Date, the Member is suspended from membership of the RSA Association and loses all rights and privileges of membership of the RSA Association during the period of such suspension, but remains liable to pay the Membership Fees ("**Suspend**", "**Suspension**" or "**Suspended**"). The Board may lift the Suspension on receipt of the Membership Fees in full.
- 15.2 If payment of Membership Fees has not been received by the RSA Association within one month after the Due Date, then the Executive Committee may terminate the Member's membership with the RSA Association, without being required to give prior notice to that Member.

Other dispute resolution

- 15.3 A Member or an Executive Committee member ("**Complainant**") may make a complaint by giving to the Executive Committee a notice in writing ("**Dispute Notice**") that:
 - (a) states that the Member or the Executive Committee member is starting a procedure for resolving a complaint in accordance with this clause 15 of the Constitution; and
 - (b) sets out the allegation to which the dispute relates and whom the allegation is against ("**Respondent**"); and
 - (c) sets out any other information reasonably required by the RSA Association (including where applicable any remedy sought).
- 15.4 The RSA Association ("**Complainant**") may make a complaint involving an allegation against a Member or an Executive Committee member ("**Respondent**"), by giving to the Member or Executive Committee member a notice in writing ("**Dispute Notice**") that:
 - (a) states that the RSA Association is starting a procedure for resolving a complaint in accordance with this clause 15 of the Constitution; and
 - (b) sets out the allegation to which the dispute relates.
- 15.5 The information set out in a Dispute Notice must be enough to ensure that the Respondent is fairly advised of the allegation concerning them, with sufficient details given to enable the Respondent to prepare a response.
- 15.6 Without limiting clause 15.4, the Executive Committee may issue a Dispute Notice where the Respondent is, in the view of the Executive Committee, has engaged in misconduct, has breached or is likely to breach, a duty under this Constitution or Rules, is in breach of the requirements of this Constitution, or otherwise not compliant with the Constitution, or is acting in a manner that may harm the best interests of the RSA Association, other Members, or RNZRSA ("**Grievance**").

- 15.7 Upon the Executive Committee's issue or receipt of a Dispute Notice, the process set out in Schedule One shall be followed to resolve that dispute.
- 15.8 Where the Executive Committee, acting reasonably, considers it is appropriate, the Respondent may be Suspended by the Executive Committee, pending the outcome of the dispute resolution process.
- 15.9 Notwithstanding clauses 15.2 and 15.8, the Executive Committee or its delegate shall have the power (acting reasonably) to immediately Suspend a Member for a period of five (5) Working Days in the event a Member assaults or attacks another person, or otherwise acts in a manner likely to be the subject of a criminal complaint, places the RSA Association in breach of its regulatory or other legal obligations or for any other reason set out in the Rules. The Executive Committee may extend the period of Suspension if it considers it appropriate to do so. A Member subject to such an extended Suspension shall have a right to appeal the extended Suspension and be heard in connection with the extended Suspension in accordance with the dispute resolution process set out in Schedule One.
- 15.10 In the event of a Suspension (including an extended Suspension), the Member shall remain Suspended during the dispute resolution process unless otherwise determined by the Executive Committee.
- 15.11 The RSA Association, Executive Committee, and all Members will be bound by, and will comply with, the decisions made by the decision making body in accordance with the dispute resolution process set out in Schedule One of this Constitution.
- 15.12 A Member resigning their membership shall not prevent the dispute resolution process under this Constitution from continuing, deciding the dispute and determining an appropriate remedy.
- 15.13 A decision made under the dispute resolution process set out in Schedule One of this Constitution shall be final, and no further appeal will be permitted.

16. AMENDMENTS TO THE CONSTITUTION

- 16.1 No changes, amendments or any replacement of this Constitution may be made without the prior written consent of the Chief Executive. All such requests shall be provided to the Chief Executive.
- 16.2 Where RNZRSA releases a new or updated Model Constitution for RSA Associations, or otherwise amends the Model Constitution for RSA Associations, the RSA Association must adopt that new, updated or amended Model Constitution for RSA Associations as soon as practicable. The Chief Executive must provide their written consent to the final version of the Model Constitution that the RSA Association wishes to adopt, or the final text of any amendment, under clause 16.1.
- 16.3 Where an amendment to this Constitution, that has been consented to in writing by the Chief Executive pursuant to clause 16.1, is minor or technical in nature, the process set out in clause 31 of the Act may be used to update the Constitution.
- 16.4 Where the process set out in clause 31 of the Act is not used, or is used but is objected to and cannot proceed, then the Constitution may be changed, amended or replaced at a General Meeting by a resolution passed by the relevant majority set out in clause 16.6, provided that:
- (a) The Chief Executive has given their prior consent in writing as required by clause 16.1;

- (b) Clause 16.5 is complied with;
- (c) No less than fifteen (15) Working Days' notice is provided (as set out in clause 11.5 or 11.7, as applicable) to Members, setting out the resolution to change, amend or replace the Constitution and providing a copy of the change, amendment or replacement Constitution (including any relevant commentary);
- (d) The provisions of the Constitution remain consistent with and do not conflict with the constitutional principles and objects and purposes contained in the RNZRSA Constitution; and
- (e) The status of the RSA Association as an incorporated society [and registered charity] is not compromised under the legislative provisions or rule of law governing incorporated societies [and charities] in New Zealand.

16.5 The following provisions of this Constitution must not to be amended:

- (a) Clauses 3.1 to 3.6 inclusive (Constitutional Principles and Objects and Purposes);
- (b) Clauses 6.1 to 6.3 inclusive (Property and Memorabilia);
- (c) Clauses 7.1 to 7.3 inclusive (No Financial Gain for Members);
- (d) Clauses 16.1 to 16.4 inclusive (Amendments to the Constitution); and
- (e) Clauses 21.1 to 21.5 inclusive (Liquidation),

unless (i) the status of the RSA Association as an incorporated society [and registered charity] is not compromised under the legislative provisions or rule of law concerning incorporated societies [and charities] in New Zealand, and (ii) the amendment is consistent with the [charitable] purposes of the RSA Association.

16.6 Subject to clause 16.4, to change, amend or replace any provision of the Constitution, a simple majority of Members eligible to vote and voting on the resolution at the General Meeting shall be required.

16.7 Any changes or amendments made to this Constitution, or any replacement of this Constitution, that do not comply with this clause 16 shall not have effect, and be null and void.

17. RULES

17.1 Subject to clause 17.3, the Executive Committee has the power to create, amend, delete, replace or otherwise alter the Rules at any time.

17.2 The creation, amendment, deletion, replacement or other alteration of the Rules is not an amendment to this Constitution. The RSA Association may adopt the model rules provided by the RNZRSA for use by RSA Associations, create and adopt its own rules, or use a combination.

17.3 No Rule may conflict with the provisions of this Constitution (including the Objects and Purposes, and Constitutional Principles), the objects and purposes, and constitutional principles, set out in the RNZRSA Constitution or RNZRSA Bylaws, the Act or applicable law, and to the extent that any Rule does conflict with the provisions of this Constitution, the Act or applicable law, the Rule is void and of no effect.

- 17.4 In the event a provision of this Constitution refers to Rules and there is no such applicable Rule the reference to Rules shall be construed as a reference to a matter to be determined by the Executive Committee. The Members agree to abide by the decision of the Executive Committee.
- 17.5 Without limiting the foregoing or any other provision of this Constitution, if the Executive Committee has refused to adopt, remove or amend a Rule at the request of a Member, any Member may submit a Notice of Motion for the adoption, removal or amendment of a Rule by submitting a Notice of Motion pursuant to clause 11.4.
- 17.6 The Executive Committee must adopt a Bylaw which creates a code of conduct for Members (“**Code of Conduct**”). That Code of Conduct must be consistent with, and be updated and maintained from time to time to remain consistent with, this Constitution, the Rules and the RNZRSA Constitution, RNZRSA Bylaws and any RNZRSA code of conduct. If the Executive Committee does not adopt a Bylaw creating a Code of Conduct, the RNZRSA code of conduct (with the necessary amendments) will apply to Members.
- 17.7 The Executive Committee may adopt a privacy policy, which must be consistent with this Constitution, the Rules, RNZRSA Constitution, RNZRSA Bylaws and any RNZRSA privacy policy.

18. FINANCIAL STATEMENTS AND AUDIT

- 18.1 The RSA Association shall comply with the applicable law relating to the operation of [charities and] incorporated societies including the reporting and production of financial statements. The accounts of the RSA Association shall be kept in the manner set out in the Rules.
- 18.2 Where the financial statements of the RSA Association are not required by New Zealand law to be audited, at the Annual General Meeting the Members may resolve on the recommendation of the Executive Committee that an auditor be appointed to audit the financial statements of the RSA Association. Where so directed by the Members, the Executive Committee shall appoint an auditor, who must be a person who is qualified to carry out audits in accordance with the Financial Reporting Act 2013, and must not be a Member.
- 18.3 Where the financial statements of the RSA Association are required by New Zealand law to be audited, the Executive Committee shall appoint an auditor, who must be a person who is qualified to carry out audits in accordance with the Financial Reporting Act 2013, and must not be a Member.

19. TRUSTS AND FUNDS

- 19.1 Administration of any charitable trusts (“**Trusts**”) and any funds (“**Funds**”) collected, held and/or administered by the RSA Association shall be the responsibility of the Executive Committee.
- 19.2 Subject to clause 19.3, the Executive Committee may apply trust deeds, fund management documents, policies and procedures for the management of such Trusts and Funds as the Executive Committee considers appropriate.
- 19.3 The Executive Committee must ensure that in respect of all Trusts and Funds collected (through donations or otherwise) or held under or in connection with the “RNZRSA”, “Poppy”, “Returned Services”, “Returned and Services” or “RSA” name and/or branding, and/or any other brand or logo associated with the “RSA” movement:

- (a) Such Trusts and Funds are only be applied and administered in accordance with objectives that are the same as those of the RNZRSA National Poppy Trust (a charitable trust established on or about 6 December 2017) or its successors (“**National Poppy Trust**”) unless otherwise directed by a Court of appropriate jurisdiction. Where the RSA Association is unable to meet that standard, the RSA Association will transfer the monies and other assets of such Trusts and Funds to the National Poppy Trust or such other charitable trust or fund, that has objects consistent with those of the National Poppy Trust;
- (b) Where required to do so by RNZRSA, and at the cost of RNZRSA, the Executive Committee will appoint an auditor in respect of such Trusts and/or Funds, for such purposes as required by the RNZRSA and as otherwise considered appropriate by the Executive Committee. The Executive Committee shall provide the auditor’s report to RNZRSA immediately on receipt of the report by the Executive Committee.
- (c) The objects of such Trusts and Funds are reviewed annually to ensure they comply with all decisions of the National Council regarding the objectives of the National Poppy Trust;
- (d) All monies held by such a Trust and/or Fund are kept separate from any operating accounts of the RSA Association; and
- (e) On the winding up of the RSA Association or upon the RSA Association otherwise ceasing to be a member of RNZRSA for any reason, the administration of such Trusts and/or Funds, and the powers of the RSA Association in connection with such Trusts and/or Funds are transferred to the trustees of the National Poppy Trust, or such other persons as directed by those trustees.

19.4 The Executive Committee is authorised to settle any funds, not being funds referred to in clause 19.3, held by the RSA Association or under its control on any charitable trust to benefit people falling within the following categories:

- (a) New Zealand Service Personnel or Non Service Personnel, whether or not a member of the RSA Association or any Other Association; or
- (b) for the relief of poverty, the advancement of education, or such other charitable purposes within New Zealand as are recognised by the laws of New Zealand,

provided that in all cases, the settlement of funds is consistent with the Objects and Purposes and the Constitutional Principles. For the avoidance of doubt, settlement of funds onto the RNZRSA National Poppy Trust shall be deemed to comply with the requirements of this clause.

19.5 Where the RSA Association has the power to appoint and remove trustees or those tasked with exercising control over the operations of trusts and/or entities independent of the RSA Association, the Executive Committee will take all reasonable steps permitted by law and this Constitution to ensure that such trusts and entities are performing their objects and purposes sustainably and in accordance with their governing documents and otherwise in accordance with the law applicable to such trusts and entities. This provision shall not be construed in a manner that requires the Executive Committee to audit or supervise such trusts or entities beyond the obligations imposed on a person having such power by operation of law.

19.6 Where required by generally accepted accounting practice (as defined in the Financial Reporting Act 2013) the financial statements of the RSA Association will include a consolidation of any

trusts where the RSA Association has the power to appoint and remove trustees or those tasked with exercising control over the operations of trusts.

20. EXECUTING DOCUMENTS AND COMMON SEAL

- 20.1 The RSA Association may, but is not required to, have a common seal for ceremonial purposes as set out in the Rules. The common seal is not required to be affixed to any deed, agreement or other document signed by the RSA Association.
- 20.2 Any deed required to be signed by the RSA Association must be signed by any two Executive Committee members.
- 20.3 Agreements and other documents required to be signed by the RSA Association must be signed by (i) any two Executive Committee members, or (ii) such other persons that are approved to do so pursuant to the then current delegated authority policy that has been approved by the Executive Committee.

21. LIQUIDATION, WIND UP, MERGER/AMALGAMATION AND WITHDRAWING AS AN RNZRSA MEMBER

- 21.1 The Members may resolve to wind up or place the RSA Association into liquidation pursuant to Part 5 of the Incorporated Societies Act 2022, using the following process:
- (a) The Executive Committee must include such a resolution into the notice of meeting for a General Meeting;
 - (b) Pursuant to clauses 11.5 or 11.7 (as applicable), at least [fifteen (15)] Working Days' notice of the General Meeting must be provided to all Members (and in accordance with section 228 of the Act, notwithstanding clause 11.3) and to the Chief Executive; and
 - (c) The resolution must be passed at that General Meeting by a majority of 75% of Members eligible to vote and voting on the resolution.
- 21.2 Failure to follow the process set out in clause 21.1 shall invalidate the resolution to wind up or liquidate the RSA Association.
- 21.3 Subject to the requirements of clause 6.3, if upon the wind up or liquidation of the RSA Association there remains, after the satisfaction of all its liabilities, any property whatsoever (**Surplus Property**), the same shall be paid or transferred to:
- (a) Where the RNZRSA has charitable status, the RNZRSA or such other charitable trust or charitable society that the RNZRSA shall nominate; or
 - (b) Where the RNZRSA does not have charitable status, such other charitable trust or charitable society that the RNZRSA shall nominate.
- 21.4 If for any reason the Surplus Property is not able to be applied as set out in clause 21.3, the Surplus Property shall be paid or transferred to a charitable institutions or societies within New Zealand as the Registrar of Incorporated Societies, or the High Court of New Zealand or a Judge thereof, or in the event of an appeal being made, the relevant appeal authority, may direct.
- 21.5 Any amalgamation or merger of the RSA Association must be first approved by:

- (a) The Chief Executive in writing; and
- (b) At least a 75% majority of Members entitled to vote and voting on the question.

21.6 The RSA Association may only terminate their membership of RNZRSA if:

- (a) the RSA Association has passed a resolution to terminate their membership with RNZRSA at a validly called General Meeting, and such resolution is passed with at least a 75% majority of Members entitled to vote and voting on the question; or
- (b) the RSA Association has passed a resolution to wind up or enter liquidation pursuant to clause 21.1.

21.7 Notice of a General Meeting being called to consider a matter under either 21.6(a) or 21.6(b) must be provided to the Chief Executive at least 10 Working Days prior to the General Meeting. The Chief Executive (or such other people permitted by clause 11.24) may attend the applicable General Meetings.

21.8 Immediately after the resolution to withdraw from membership of RNZRSA has been passed by the RSA Association or Affiliate Member at a General Meeting pursuant to clause 21.6, the RSA Association may issue notice to the Chief Executive requesting termination of the RSA Association's membership with RNZRSA ("**Termination Notice**"), and such Termination Notice shall set out:

- (a) The steps taken to follow the process set in clauses 21.6 and 21.7 above, including reasonable supporting evidence;
- (b) The date from which it is intended termination should become effective; and
- (c) Whether the RSA Association or Affiliate Member intends to be wound up or be voluntarily liquidated.

21.9 The RSA Association acknowledges that the termination of its membership with RNZRSA is not effective until the Board of the RNZRSA has resolved to accept it pursuant to the RNZRSA Constitution.

22. TRANSITIONAL PROVISIONS

22.1 For the removal of doubt:

- (a) The President;
- (b) The Vice President(s); and
- (c) The members of the Executive Committee;

as at the date this Constitution is adopted shall continue in office until the Annual General Meeting following adoption of this Constitution. Any time or terms served in office prior to the adoption of this Constitution, shall be included within the calculation of time or terms served under this Constitution.

22.2 All Members as at the date this Constitution is adopted shall continue to be Members as provided for, and on the terms contained, in this Constitution. Members shall transition to new memberships with the RSA Association from adoption of this Constitution as follows:

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Previous Constitution Member Type	Member Type under this Constitution
Returned Members	Veteran Member, or if they don't qualify under the definition of Veteran Member, Supporter Member
Service Member	Police Officer Member, or if they don't qualify under the definition of Police Officer Member, Supporter Member
Honorary Life Member, Life Member	Life Member
Associate Members, Provisional Member, Youth Members, Corporate Member, Honorary Members, Non Service Membership, Overseas Reciprocal Membership	Supporter Member

22.3 The Executive Committee has the authority to complete such documents, pay such costs and do such things as are necessary to complete the transition of the RSA Association from the constitution in force prior to this Constitution to this Constitution including re-registration under the Act, preparing the Rules and any other governing document or arrangement considered by the Executive Committee to be appropriate.

[RNZRSA MEMBER ASSOCIATION NAME] CONSTITUTION

SCHEDULE ONE - COMPLAINTS AND GRIEVANCES PROCEDURES

1. Procedures

1.1 Person who makes a complaint has right to be heard

1.1.1 A Member or an Executive Committee member who issues a Dispute Notice has a right to be heard before the complaint is resolved or any outcome is determined.

1.1.2 If the RSA Association issues a Dispute Notice:

- (a) the RSA Association has a right to be heard before the complaint is resolved or any outcome is determined; and
- (b) an Executive Committee member may exercise that right on behalf of the RSA Association.

1.1.3 Without limiting the manner in which a Complainant has the right to be heard, the Complainant must be taken to have been given that right where:

- (a) The Complainant has had a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
- (b) An oral hearing is held before the Executive Committee if the Executive Committee considers that an oral hearing is needed to ensure an adequate hearing, or the Executive Committee considers that it is otherwise desirable;
- (c) An oral hearing (if any) is held before the Executive Committee; and
- (d) The Complainant's written statement or oral submissions are considered by the Executive Committee before the complaint is resolved or disciplinary procedure or any other outcome is determined.

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

1.2.1 This clause applies if a Dispute Notice relates to a Grievance.

1.2.2 The Respondent has a right to be heard before the complaint is resolved or any other outcome is determined by the Executive Committee.

1.2.3 If the Respondent is the RSA Association, an Executive Committee member may exercise the right on behalf of the RSA Association.

1.2.4 Without limiting the manner in which a Respondent may be given the right to be heard, a Respondent will have been given that right where:

- (a) The Respondent has been fairly advised of all allegations concerning the Respondent, with sufficient time and details for the Respondent to prepare a response; and
- (b) The Respondent has had a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and

- (c) An oral hearing is held before the Executive Committee if the Executive Committee considers that an oral hearing is needed to ensure an adequate hearing, or the Executive Committee considers that it is otherwise desirable;
- (d) An oral hearing (if any) is held before the Executive Committee; and
- (e) The Respondent's written statement or submissions are considered by the Executive Committee before the Grievance is resolved or any other outcome is determined.

1.3 **Investigating and determining a Complaint or Grievance**

- 1.3.1 The Executive Committee must investigate and determine a complaint as soon as is reasonably practicable after receiving a Dispute Notice.
- 1.3.2 Complaints must be dealt with by the Executive Committee in a fair, efficient and effective manner.

1.4 **Executive Committee may decide not to progress Complaint or Grievance**

- 1.4.1 Despite clause 1.3 of this Schedule, the Executive Committee may decide not to proceed to deal with a complaint further if:
 - (a) The matter raised is trivial; or
 - (b) The matter does not appear to disclose or involve any allegation of the following kind:
 - (i) That a Member or Executive Committee member has engaged in material misconduct; or
 - (ii) That a Member or Executive Committee member or the RSA Association has materially breached, or is likely to materially breach, a duty under the Constitution or Rules or the Act; or
 - (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 made the complaint has an insignificant interest in the matter;
 - (e) The conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the Constitution; or
 - (f) There has been undue delay in making the complaint.

1.5 **Referral to subcommittee or other investigator**

- 1.5.1 The Executive Committee 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.

1.5.2 The RSA Association may, with the consent of all parties, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation or a tikanga-based practice).

1.5.3 Where such a referral is made, the provisions of this Schedule One (excluding clause 1.5.1) shall apply to the subcommittee, tribunal, or external person, as the case may be, as if they were the Executive Committee.

1.6 Decision makers

1.6.1 A person may not act as a decision maker (that is, as part of the Executive Committee or sub-committee making a decision) in relation to a complaint if two or more members of the Executive Committee or the sub-committee consider that there are reasonable grounds to believe that the person may not:

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

1.7 Decisions

1.7.1 The Executive Committee, sub-committee, tribunal or external person, as the case may be, making the decision regarding the complaint, may:

- (a) Determine the matter, and make such directions as they consider appropriate, with which the Respondent, RSA Association, Executive Committee member and Members (as applicable) will comply;
- (b) Dismiss the complaint;
- (c) Lift, or extend for a specified period, any Suspension that has been placed on the Member;
- (d) Uphold the complaint and make such directions as they consider appropriate, with which the Respondent, RSA Association, Executive Committee members and Members (as applicable) will comply; and/or
- (e) Uphold the complaint and:
 - (i) Reprimand or admonish the Respondent; and/or
 - (ii) Suspend the Respondent from membership of the RSA Association for a specified period, or terminate the Respondent's membership; and/or
 - (iii) Order the Respondent complained against to meet any of the RSA Association's reasonable costs in dealing with the complaint.

1.8 Advice of decision

1.8.1 The decision, but not the reasons for the decision, of the Executive Committee, sub-committee, tribunal or external person as the case may be, shall be given in writing to the Respondent, as soon as reasonably practicable following the decision being made. The Executive Committee (where the Executive Committee is not the decision making body) shall also be provided with the decision in writing.

1.9 **No appeals**

1.9.1 A decision made under this dispute resolution process shall be final, and no further appeal will be permitted.

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