
**CONSTITUTION OF THE AUCKLAND
INDIAN ASSOCIATION INCORPORATED**

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CONSTITUTION OF THE AUCKLAND INDIAN ASSOCIATION INCORPORATED

1. DEFINITIONS AND INTERPRETATION

Definitions

1.1 In these Rules, unless the context otherwise requires:

“Act” means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

“Annual Subscription” means the annual payment (plus GST if any) to be made by Members to the Association, fixed in accordance with clause 4.1.

“Annual General Meeting” means the annual general meeting of the Association, convened and conducted in accordance with these Rules.

“Association” means The Auckland Indian Association Incorporated.

“Auckland Region” means the area from the southern boundary of the Auckland Council local authority boundary in the South to Cape Reinga in the North.

“Charitable Trust” means the Mahatma Gandhi Charitable Trust (Auckland, New Zealand).

“Confidential Information” means any information:

- (a) Relating to any details of the proceedings of the Association in General Meeting, the Charitable Trust, and/or any committee or subcommittee of the Charitable Trust and the Executive Committee; or
- (b) Disclosed by one Member to another in connection with the affairs or proceedings of the Association, on the express basis that such Information is confidential; or
- (c) Relating to the terms of reference, results or any details as to the preparation of any reports or research undertaken by or on behalf of the Association; or
- (d) Relating to any details as to the Financial Statements and other accounts, agenda for meetings, minutes or any other written material relating to the affairs or proceedings of the Association; or
- (e) Relating to any intellectual property which may be, or which becomes at any time, the property of the Association; or
- (f) Which might reasonably be expected by the Association to be confidential in nature.

“Donor Member” means:

- (a) An individual person; or
- (b) Family; or
- (c) Family Group; or
- (d) An organisation,

which, in the opinion of the Executive Committee, has served the Association for 3 years or more **and** has:

- (i) made a minimum financial contribution of not less than \$5,000 toward the development of the Mahatma Gandhi Centre or the Radha Krishna Temple; or
- (ii) made a minimum financial contribution to the Association, the minimum amount of such contribution to be set by the Association from time to time and shall be not less than \$5,000.

A **“Donor Member”** also includes an individual person who has been assigned the interest of a Donor Member in accordance with clause 3.8.

Points of Clarification:

Organisation: Where an organisation has the status of a Donor Member only one representative from that particular organisation can exercise the voting rights of the Donor Member at any one time.

Family: Where a Family has the status of a Donor Member both the husband and the wife in that Family can exercise the voting rights as a Donor Member at the same time.

Family Group: Where a Family Group has the status of a Donor Member the number of voting rights that can be exercised by that Family Group is proportional to the total donation made by that Family Group and the minimum financial contribution required by the Association at the time of the vote. Where a husband and wife are part of the Family Group then they should each have one vote in the same way that the Family voting rights are calculated. For example, if the minimum contribution was \$5,000, the Family Group had made a total donation of \$15,000 then the Family Group would have 3 votes (15,000/5,000). If each individual in that Family Group is married then their spouse would also receive a vote making a maximum number of 6 votes.

“Eligibility Requirements” means a person who is:

- (a) (i) A Donor Member; and
- (ii) A Financial Member who, is approved by the Executive Committee or the Association at a General Meeting, and has served the Association for 5 years or more; and
- (b) Not an undischarged bankrupt; and
- (c) Not the subject of an order made under Part 1 of the Protection of Personal and Property Rights Act 1988; and
- (d) Not convicted of a crime punishable by imprisonment.

“Executive Committee” means the Executive Committee for the time being elected to manage the affairs of the Association pursuant to these Rules.

“Existing Donor Member” means a person who was a Donor Member before the date of registration of this Constitution.

“Family” includes a:

- (a) Husband and wife and any children (of either the husband or the wife or both) under the age of 18 years;
- (b) A solo parent or widower with any children under the age of 18 years.

“Family Group” means a grouping of related members who have combined together to donate funds to the Association and are listed on the donation board at the Mahatma Gandhi Centre, Eden Terrace, Auckland.

“Financial Member” means a person who is a Member of the Association but who is not a Donor Member.

“Financial Year” means the period from 1 January in each year to 31 December in that year.

“Financial Statements” means audited general purpose financial statements or special purpose financial statements prepared so as to give a true and fair account of:

- (a) The income and expenditure of the Association during a Financial Year.
- (b) The assets and liabilities of the Association at the end of a Financial Year.
- (c) All mortgages, charges and other securities of the Association at the end of a Financial Year.

“General Meeting” means either an Annual General Meeting or a Special General Meeting of the Association.

“General Secretary” means the general secretary of the Association appointed in accordance with these Rules.

“Indian” means a person who is a citizen or permanent resident of New Zealand and who has descended from the inhabitants of the region now known as the Republic of India and the wife or husband of that person. For the purpose of this definition the term descended shall include people no less than quarter caste.

“Information” includes the whole or any part of, and all copies and other means or reproduction or storage (whether in a visible, electronic or other form) of:

- (a) Any intellectual property, including (without limitation) any opinion, projection, idea, concept, process, procedure, plan, design, programme, projection, study, know-how, expertise or other such property.
- (b) Any document, data, statement, analysis, report, note, notebook, drawing, manual, letter or any other such material in any form.

“Member” means a person who is a member of the Association in accordance with these Rules and **“Membership”** shall be construed accordingly.

“President” means the president of the Association, appointed in accordance with these Rules.

“Objects” means the objects of the Association as set out in clause 2.1.

“Officer” means those elected officers of the Executive Committee described in clause 6.2(a).

“Register of Members” means the register of Members kept under this Constitution.

“Registered Office” means the registered office of the Association from time to time, as determined in accordance with clause 19.1.

“Registrar” means the person holding the office from time to time of Registrar of Incorporated Societies in terms of the Act.

“Rules” means the provisions of this Constitution, as from time to time amended, added to or rescinded by resolution of the Association in accordance with clause 17.1.

“Treasurer” means the treasurer of the Association appointed in accordance with these Rules.

“Trustee” means a trustee of the Mahatma Gandhi Charitable Trust (Auckland, New Zealand).

Interpretation

1.2 In these Rules:

- (a) “Written” and “in writing” include any means of reproducing words, figures and symbols in a tangible and visible form.
- (b) References made to these Rules include any amendments made to these Rules from time to time.
- (c) The singular includes the plural and vice versa, and words denoting any gender shall include all genders.
- (d) Headings are inserted for a convenience only and shall be ignored in construing any matter.
- (e) References to clauses are to clauses in these Rules (unless stated otherwise).
- (f) All references to legislation are references to New Zealand and include all subordinate legislation, any reenactment or, amendment to, that legislation and all

legislation passed in substitution for that legislation.

- (g) References to a “party”, “person” or “entity” include an individual, firm, company, corporation or unincorporated body of persons, any public, territorial or regional authority, any government, any agency of any government or of any such authority, and includes their respective successors, assigns, executors, and administrators.
- (h) References to dollar amounts shall be in New Zealand currency.

2. OBJECTS

General

2.1 The objects of the Association are:

- (a) To preserve the Indian culture and heritage and promote the Indian culture, heritage, education and overall development of the Indian community in the Auckland Region;
- (b) To promote the religious and spiritual advancement of the Indian community in the Auckland Region;
- (c) To facilitate communication and understanding of cultural matters between the Indian community and the wider community both within and outside of the Auckland Region;
- (d) To provide a multi-cultural community centre and related facilities which caters for the cultural, religious social and sporting needs of the Indian community in the Auckland Region;
- (e) To actively support and co-operate with other organisations both within and outside of the Auckland Region whose objects are similar to those of the Association.

Interpretation of Objects

2.2 Each of the Objects, except where otherwise stated, shall be an independent main Object and shall in no way be limited by reference to, or inference from, any other Object or the name of the Association.

Pecuniary Gain not an Object

- 2.3
- (a) The Association shall not have as one of its Objects the pecuniary gain of Members.
 - (b) Subject to clauses 2.3(c), 6.9 and 7.7(d) no Member shall be entitled to receive any dividend out of any subscriptions, fees, donations or other income or funds of the Association. Any reimbursements received by a Member pursuant to these Rules do not have to be recorded in the Financial Statements.
 - (c) Any Member may enter into any agreement or arrangement with the Association for the supply of any goods or services to the Association on an arms length, commercial basis. Any agreements or arrangements between the Association and a Member have to be recorded in the Financial Statements.

3. MEMBERSHIP

Members

- 3.1 Any Indian person over the age of 18 years who resides in the Auckland Region will be eligible to become a Member of the Association.

Form of Application

- 3.2 All applications for Membership shall be made to the Officers or the chairperson of the membership sub-committee in writing as prescribed by the Executive Committee from time to time.

Acceptance/Refusal of Applications

- 3.3 The Officers and the chairperson of the membership sub-committee shall have absolute discretion to accept or refuse applications for Membership and shall not be bound to give any reason for its acceptance or refusal.

Termination or Suspension of Membership

- 3.4 Any Member may, by resolution of the Executive Committee, have his or her Membership terminated or suspended if:

(a) That Member:

- (i) Is convicted of a crime punishable by imprisonment; or
- (ii) Brings the Association into disrepute by their words or actions; or
- (iii) Commits any action or omission which is detrimental to the interests of the Association; or
- (iv) Is adjudicated bankrupt (or commits any act of bankruptcy); or
- (v) Becomes, or if any of that Member's property becomes, the subject of an order made pursuant to the Protection of Personal and Property Rights Act 1988.

- (b) In the opinion of the Executive Committee, that Member has broken any of its undertakings to the Association or any of the rules or bylaws of the Association or shall be guilty of disreputable conduct or conduct prejudicial to the interests of the Association.

Effect of Cancellation or Change in Status

- 3.5 Unless the Executive Committee determines otherwise, the cancellation of any Membership of the Association pursuant to clause 3.4 shall not:

- (a) Entitle the Member concerned to a refund of any Annual Subscriptions or Additional Fees paid to the Association or any donation or other financial contribution made by the Member to the Association.
- (b) Relieve the Member concerned from liability to pay any Annual Subscriptions or Additional Fees which have fallen payable at the time of such cancellation of Membership.

Member Privileges

- 3.6.1 Subject to clause 3.6.2, the voting rights and privileges of an Existing Donor Member in a Family Group will continue to apply after registration of this new Constitution.

- 3.6.2 The Association may by resolution at any General Meeting establish, modify and/or remove

privileges that attach to the status of a Donor Member and/or a Financial Member. The resolution will be passed if approved by 75% of the Members present and eligible to vote at the General Meeting.

Assignment of Donor Member Status

- 3.7 Subject to clause 3.8 and with the prior approval of the Executive Committee, a Donor Member shall have the right to assign their status as a Donor Member to another Member of the Association.
- 3.8.1 A Donor membership can only be assigned once. The Donor Member assigning their membership status shall give written notice to the General Secretary advising of:
- (a) Full name and contact details of the Assignee;
 - (b) Date of the assignment;
 - (c) In order to verify the Donor Member assignment status the Association may request additional information if considered necessary.

Upon receipt of a notice of assignment the General Secretary will update the membership records of the Association.

- 3.8.2 Provided that the Donor membership has not previously been assigned, on the death of a Donor Member the executors of the deceased can assign the membership of the Donor Member to one child of the Donor Member who must be a Member in accordance with clause 3.1. The assignment by the executors must be completed in accordance with this clause 3.8 and notice must be given to the General Secretary.
- 3.8.3 If before the death of the Donor Member, the Donor Member partially assigns their Donor membership (whilst retaining the original Donor Member's own rights obligations and privileges) to one of their children (who must be a Member in accordance with clause 3.1), then both the original Donor Member, the Donor Member's spouse (if applicable) and the child who has been assigned the Donor membership, shall each have the rights obligations and privileges of a Donor Member (NB: collectively they shall have a maximum total of three votes).

Life Members

- 3.9 The Association may confer life membership upon any Member in recognition of outstanding services to the Association. A Member shall be nominated for life membership by resolution at any General Meeting. The resolution will be passed if approved by 75% of the Members present and eligible to vote at the General Meeting. A life member shall have voting rights.

Merit Service Award

- 3.10 The Association may confer a service award upon any Member in recognition of special service to the Association. A Member shall be nominated for the service award by resolution at any General Meeting. The resolution will be passed if approved by 75% of the Members present and eligible to vote at the General Meeting.

Honorary Members

- 3.11 The Association may confer honorary membership upon any person in recognition of services to the Association. A person shall be nominated for honorary membership by resolution at any General Meeting. The resolution will be passed if approved by 75% of the Members present and eligible to vote at the General Meeting. An honorary member shall not have voting rights.

Ceasing to be a member

3.12 A Member ceases to be a Member:

- (a) on death, or
- (b) by resignation from that Member's class of membership by notice to the General Secretary, or
- (c) on termination of a Member's membership following a dispute resolution process under this Constitution,

with effect from the death of the Member or the date of receipt by the General Secretary, or any subsequent date stated in the notice of resignation, or termination of membership following a dispute resolution process under this Constitution.

3.13 **Obligations on resignation:** A Member who resigns or whose membership is terminated under this Constitution:

- (a) shall cease to hold themselves out as a Member of the Association, and
- (b) shall return to the Association all material provided to Members by the Association (including any membership certificate, badges, handbooks and manuals).
- (c) shall cease to be entitled to any of the rights of a Member of the Association.

3.14 **Becoming a member again:** Any former Member may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of the Executive Committee.

4. ANNUAL SUBSCRIPTIONS/DONOR MEMBER CONTRIBUTIONS/ADDITIONAL FEES

Annual Subscription

4.1 The Annual Subscription for each Financial Year shall be:

- (a) Recommended by the Executive Committee to the Association at a General Meeting; and
- (b) Fixed by the Association at a General Meeting from time to time.

Payment of Subscriptions

4.2 Unless the Executive Committee determines otherwise, the relevant Annual Subscription payable by any Member shall be paid in full by such Member on or before the 60th clear day following the General Meeting where the subscription is fixed, unless such Member has given, at least 20 clear days' notice to the Association of its intention to terminate its membership prior to the expiry of the previous Financial Year. If the Annual Subscription is not paid within the required timeframe then the Member's membership will be deemed to have lapsed.

Donor Member Contributions

4.3 The Executive Committee may from time to time recommend to the Association the minimum amount of the financial contribution required to be paid by a Member to attain the rights of a Donor Member of the Association as contained in the Rules. The minimum amount shall be not less than \$5,000. Any recommended alteration to the minimum financial contribution has to be approved by the Association at a General Meeting.

4.4 Any Member who wishes to become a Donor Member can do so at any time by paying to the Association the full contribution that the Member wishes to make provided that such contribution is at least the minimum amount set by the Association at that time. The Member will only attain Donor Member privileges when their full donation has been paid to the Association.

Non-Payment of Subscriptions

4.5 The Executive Committee shall have an absolute right to suspend all the rights and privileges of Membership enjoyed by any Member who fails to pay any Annual Subscription within the period specified for their payment.

5. PRESIDENT

President

- 5.1 The President of the Association shall be elected by a majority of the Donor Members present in person and entitled to vote at the Annual General Meeting of the Association.
- 5.2 The President shall be appointed for a term of one (1) year. At the end of this initial term and provided that the President still complies with the Eligibility Requirements, the President may offer himself or herself for re-election up to a maximum of two (2) further consecutive terms (ie a maximum consecutive term of three (3) years).
- 5.3 (a) The Officers shall call for nominations from all Donor Members for persons to hold office as President.
- (b) The nominations referred to in clause 5.3(a) shall be in such form, and shall be called for and received at such times, as the Officers consider appropriate.
- (c) If 51% or more in number of the Donor Members present and eligible to vote, vote in favour of a nominee then, subject to the nominee satisfying the Eligibility Requirements and clause 5.2 and to that person consenting to act as a President, he or she shall be appointed as President, immediately following the retirement of the outgoing President, at the next Annual General Meeting.
- (d) The person nominated for the role of President does not need to be present at the general meeting that the election is to be held at but they do need to consent to their nomination.
- 5.4 The President shall be entitled to attend and vote at all Executive Committee meetings in his or her capacity as an Officer of the Executive Committee. For the 12 month period following the conclusion of the President's final elected term, the immediate past President shall be entitled to attend and vote at all Executive Committee meetings in an ex-officio role as an Officer of the Executive Committee.
- 5.5 The President or in his or her absence the Vice-President may, in addition to any other rights or privileges concerned on the holder of that office in or pursuant to these Rules:
- (a) Attend all general meetings of the Association;
- (b) Attend all Executive Committee meetings and all meetings of other Association committees (if any);
- (c) Receive all Information (including copies of all documents and written communications) relating to the running of the Association.

Voting by President

- 5.6 The President or in his or her absence the Vice-President, shall have a casting vote at any Executive Committee meeting or general meeting of the Association.

President to Chair Meetings

- 5.7 The President or in his or her absence the Vice-President, shall chair all Executive Committee meetings at which he or she is present.

6. EXECUTIVE COMMITTEE

Powers of Executive Committee

- 6.1 The operational affairs of the Association shall be managed by the Executive Committee, which may exercise all powers of the Association and do on its behalf, all such acts as the Executive Committee may deem necessary or expedient and which are not, by these Rules, required to be exercised or done by the Association in general meeting. The Officers and the Executive Committee may exercise such authority, powers and discretions as may, by these Rules, be vested in the Officers and the Executive Committee, but subject always to any limits which may from time to time be imposed by the Association and contained in these Rules or in general meeting on the exercise by the Officers or the Executive Committee of any such powers.

Composition of Executive Committee

- 6.2 (a) The Officers of the Executive Committee shall consist of the President, Vice President, immediate past president, General Secretary, Treasurer, two assistant secretaries, assistant treasurer so that there is not less than 7 and not more than 10 officers, such appointments to be made in accordance with these Rules.
- (b) The balance of the Executive Committee shall comprise the chairpersons of the committees appointed by the Executive Committee pursuant to clause 7.7 and such other Members elected at the Annual General Meeting.

Restrictions

- 6.3 No person shall be or become an officer of the Executive Committee unless they satisfy the Eligibility Requirements.

Officers

- 6.4 (a) The Officers of the Executive Committee shall be elected by a majority of the Donor Members present in person and entitled to vote at the Annual General Meeting of the Association.
- (b) In the event of any deadlock in voting between Donor Members in any of the circumstances dealt with in clause 6.4(a), the President shall declare, in his or her absolute discretion, which of the candidates for the Executive Committee (from those who are the subject of the deadlock in voting) shall be elected as Officers of the Executive Committee and the President's declaration shall be binding on all Members notwithstanding the deadlock in voting.
- (c) If any position on the Executive Committee is, for whatever reason, not able to be filled in accordance with the preceding provisions of this clause 6.4, the right to fill that position shall be offered by the President to such of the Donor Members as the President shall choose, for election by a majority of such Donor Members present in person and entitled to vote at the Annual General Meeting of the Association, provided that if, following compliance with this clause, such position(s) on the Executive Committee remain unfilled, the Executive Committee shall nevertheless be deemed to have been validly elected.

Co-option

- 6.5 The Executive Committee may, by resolution, co-opt a maximum of 2 additional members onto the Executive Committee upon the following basis:
- (a) A co-opted member does not have to be a Member.
- (b) A co-opted member must, in the reasonable opinion of the Executive Committee, be willing and able to make a significant contribution to the achievement of the Objects.
- (c) A co-opted member may be appointed for such a term as the Executive Committee

considers appropriate, provided that such appointment shall terminate automatically at the start of the next Annual General Meeting (unless the co-opted member has resigned earlier).

- (d) A co-opted member shall not have the right to vote.

Retirement at Annual General Meeting

- 6.6 Excluding the President, (to which clause 5.2 applies) all Officers (other than co-opted members) shall be appointed for a term of one (1) year. At the end of this term and provided that the relevant Officer still complies with the Eligibility Requirements, an Officer may offer himself or herself for re-election in the same role up to a maximum of five (5) further consecutive terms (ie. a maximum term of six (6) years in the same role on the Executive Committee).

New Officers

- 6.7 (a) The Officers shall call for nominations from all Donor Members for persons to hold office as Officers.
- (b) The nominations referred to in clause 6.7(a) shall be in such form, and shall be called for and received at such times, as the Executive Committee considers appropriate.
- (c) If 51% or more in number of the Donor Members present and eligible to vote, vote in favour of a nominee then, subject to the provisions of clause 6.6 and to that person consenting to act as an Officer, he or she shall be appointed as an Officer, immediately following the retirement of the outgoing Officer, at the next Annual General Meeting.

Vacancies of Officers on Executive Committee

- 6.8 In the event of any vacancy of an Officer on the Executive Committee (whether caused by the death, resignation, or ineligibility of an Officer or by some other circumstance) the President shall call for written nominations and, if necessary, conduct a written ballot to fill such vacancy at the earliest reasonable opportunity (adopting, with all necessary modifications, the same procedure as is set out in clause 6.7). For the avoidance of doubt, the appointment of any Officer as President shall not create a vacancy on the Executive Committee.

Reimbursement for Expenses Only

- 6.9 The Executive Committee shall not be entitled to any remuneration for their services as such, but the Executive Committee shall be entitled to reimbursement for reasonable expenditure by way of travelling and other out of pocket expenses incurred in connection with the business of the Association and in attending meetings of the Executive Committee or other committees of the Executive Committee.

7. PROCEEDINGS OF THE EXECUTIVE COMMITTEE

General

- 7.1 (a) Subject to these Rules, the Executive Committee may meet together for the dispatch of business, adjourn and otherwise regulate its meetings and procedures as it sees fit.
- (b) The Executive Committee may meet at such time and place as the President considers reasonably appropriate, and the General Secretary shall, upon the request of the President or any 3 Officers of the Executive Committee, convene a meeting of the Executive Committee by giving no less than 2 clear days' prior written or email notice to each Officer.

Quorum

- 7.2 (a) 15 members of the Executive Committee from time to time shall form a quorum for an Executive Committee meeting.
- (b) No business of the Executive Committee shall be conducted at any time when less than a quorum is present.
- (c) If, within an hour after the time appointed for the holding of a Executive Committee meeting, a quorum is not present:
- (i) The meeting shall be adjourned for no more than 5 clear days at such time, day and place as the Executive Committee may determine, and
 - (ii) At least 2 clear days' prior written or email notice of such adjourned meeting shall be given to each member of the Executive Committee.
- (d) If, within an hour after the time appointed for the holding of any Executive Committee meeting adjourned in accordance with clause 7.2(c), a quorum is not present, then the members of the Executive Committee present at that time shall be a quorum.

President to Chair Executive Committee Meetings

- 7.3 The President shall chair all meetings of the Executive Committee at which he or she is present. If the President is not present, or being present is unwilling to take the chair at any such meeting, then those Officers who are present shall choose one of their number to chair that meeting.

Executive Committee Resolutions

- 7.4 (a) Resolutions of the Executive Committee shall be passed by a simple majority of those Officers present and entitled to vote.
- (b) Notwithstanding any contrary provision in these Rules, a resolution in writing signed by all the Officers shall be as valid and effectual as if it had been passed at a meeting of the Executive Committee duly convened and constituted.

Validity of Executive Committee's Actions

- 7.5 All acts properly done by any meeting of the Executive Committee or by any person acting as an Officer, notwithstanding that it may afterwards be discovered that there was some defect in the appointment or continuance in office of any such Officer or person acting as such, or that they or any of them were disqualified from the office of Officer, shall be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be an Officer.

Executive Committee Minutes and Records

- 7.6 (a) The Executive Committee shall cause proper minutes to be kept of all proceedings of all meetings of the Executive Committee.
- (b) All business transacted at each such meeting and the minutes of such meeting signed by the President or General Secretary shall be accepted as a correct and accurate record of the business transacted at such meetings without any further proof of the facts contained in such minutes.

Committees of the Executive Committee

- 7.7 (a) The Executive Committee may appoint and dissolve ad hoc committees of the Executive Committee for specific purposes to undertake such functions as determined by the Executive Committee from time to time.
- (b) Persons appointed to such committees need not be Trustees, Officers or Members.
- (c) The Executive Committee may regulate the proceedings of all such committees at its complete discretion.
- (d) The Executive Committee, in its absolute discretion, may grant any person appointed to such a committee reimbursement for reasonable expenditure by way of travelling or other out-of-pocket expenses incurred in connection with the business, and in attending meetings, of such committee.
- (e) The General Secretary may delegate its responsibility to keep minutes of all meetings of any special purpose or ad hoc committees established by the Executive Committee.
- (f) The Treasurer of the Association will be responsible for the financial accounts of the special purpose, ad hoc or sub-committees created pursuant to these rules.

8. MAHILA SAMAJ

- 8.1 The Association will have a Mahila Samaj.
- 8.2 The Mahila Samaj shall elect a chairperson, secretary and treasurer each Financial Year.
- 8.3 No person shall be an officer of the Mahila Samaj unless they satisfy the Eligibility Requirements.
- 8.4 The Treasurer of the Association will be responsible for the financial accounts of the Mahila Samaj.

9. ADMINISTRATION, CONFIDENTIALITY, SECRETARY AND TREASURER

Administration

- 9.1 The administration of the Association shall be vested in the Association in general meetings, and shall be delegated to the Officers of the Executive Committee, as provided in these Rules.

Signing Documents

- 9.2 All documents and written announcements requiring execution or signing on behalf of the Association must be co-signed by the President or the General Secretary and any other Officers authorized by the Executive Committee from time to time.

Confidentiality

- 9.3 Every Member of the Association shall maintain as confidential at all times, and shall not at any time, directly or indirectly:

- (a) Disclose or permit to be disclosed to any person; or
- (b) Use for himself or herself; or
- (c) Use to the detriment of the other party,

any Confidential Information except:

- (i) As required by law;
- (ii) As is already or becomes public knowledge, otherwise than as a result of a breach of this clause;
- (iii) As authorised by resolution of the Association in general meeting;
- (iv) As is necessary for the performance of an obligation in or pursuant to these Rules; or
- (v) In the manner set out in clause 9.4.

Disclosure

- 9.4 Any of the Confidential Information referred to in clause 9.3, if released either in whole or in part, shall be released:

- (a) To the persons, at the times, upon the terms, and in the form determined from time to time by the Executive Committee in its absolute discretion;
- (b) By the President, the General Secretary or such other person as the Executive Committee may authorise for such purpose.

Duties of General Secretary

9.5 The duties of the General Secretary of the Association shall include:

- (a) Convening and attending Annual General Meetings and other general meetings of the Association when required to do so in accordance with these Rules and likewise convening and attending meetings of the Executive Committee and all sub-committees (if any) of the Executive Committee.
- (b) Giving all such notices as the Association in general meeting or the Executive Committee may instruct or which the Association may be required to give to Members in the manner provided in these Rules.
- (c) Keeping minutes of all meetings of the Association and of the Executive Committee and entering those minutes in the electronic or hard copy minute books kept for that purpose.
- (d) Performing, or supervising the performance of, the clerical work for, and the maintenance of proper records of, the Association.
- (e) Maintaining a Membership register including details of the current Donor Members (and any assignments of the Donor member status between Members) and the Financial Members.
- (f) Giving all such notices, certificates or information to the Registrar as may be required by the Act or by the Registrar pursuant to the Act.
- (g) Issuing and receiving correspondence on behalf of the Association.
- (h) Reporting to the Executive Committee any Member who breaches these Rules or who fails to pay fees, subscriptions or other moneys properly payable by that Member within the prescribed period.
- (i) Ensuring that the website of the Association is kept current with relevant notices and news affecting the Members.
- (j) Acting as the contact person for the Association.

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

Duties of Treasurer

9.7 The duties of the Treasurer shall include:

- (a) Receiving all fees, subscriptions, levies and other moneys paid to the Association and issuing receipts.
- (b) Opening and operating a current bank account in the name of the Association.
- (c) Making such deposits and investments in the name of the Association as the Executive Committee may determine from time to time.
- (d) Paying all accounts and making all advances passed for payment by the Executive Committee.
- (e) Keeping all financial records of the Association and ensuring their safe keeping together with any security documents.

- (f) Within 30 days of his or her appointment at the Annual General Meeting, preparing an annual budget for the projected income and expenditure of the Association,
- (g) Preparing the Financial Statements and presenting those Financial Statements to the Executive Committee at least quarterly and to the Association at the Annual General Meeting.

10. **GENERAL MEETINGS**

Annual General Meeting

- 10.1 (a) The Association shall in each year hold an Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such, and the matters to be dealt with at that meeting, in the notices calling such meeting. Such matters shall include (without limitation):
- (i) Considering and approving reports from the Executive Committee on the activities of the Association and the Charitable Trust since the immediately preceding Annual General Meeting of the Association and any proposed activities of the Association;
 - (ii) Approving the Financial Statements for the last Financial Year;
 - (iii) Electing the President;
 - (iv) Electing Trustees to the Charitable Trust (pursuant to the terms of the Deed creating the Charitable Trust);
 - (v) Electing the Officers and the other members of the Executive Committee;
 - (vi) Other general business.
- (b) The Annual General Meeting shall be held within 120 days of the end of the Association's Financial Year.
- (c) Each year's Annual General Meeting shall be held at such time and place as the Executive Committee shall determine.

Other General Meetings

- 10.2 A general meeting other than an Annual General Meeting shall be convened by the General Secretary whenever requested by the President or the Vice President, or the General Secretary provided that such request from the General Secretary is supported by a written requisition signed by not less than 50 current named financial Donor Members.

Powers of Association in General Meeting

- 10.3 (a) The Association in general meeting may, by resolution passed by not less than a 51% majority of the votes of the Members which are present in person and are entitled to vote at such meeting, exercise all powers authorities and discretions of the Association, notwithstanding that any such power, authority or discretion may have been vested in the Executive Committee by or pursuant to these Rules.
- (b) For the avoidance of doubt, the voting entitlement of Members, for the purposes of this clause, shall be determined in accordance with clause 11.1, 11.2 and 11.3.

Quorum

- 10.4 No business shall be transacted at any general meeting of the Association unless a quorum of Members is present when the meeting proceeds to business. A quorum of Members shall be not less than 21 Donor Members in number from all of the Donor Members for the time being entitled to vote at general meetings of the Association and present in person.

Notice of General Meeting

- 10.5 (a) Subject to clause 10.10(b), a notice of the Annual General Meeting of the Association shall be sent to every Member in the manner provided in clauses 13.1 and 13.2 not less than 10 clear days before the date of such meeting.

- (b) Subject to clause 10.10(b), a notice of every other General Meeting of the Association shall be sent to every Member in the manner provided in clauses 13.1 and 13.2 not less than 5 clear days before the date of such meeting;
- (c) Such notice shall specify the date, time and venue of such meeting,
- (d) Except in the case of the general business to be considered at an Annual General Meeting, such notice shall specify all business and all notices of motion to be considered at such meeting and no business or notice of motion which is not specified shall be discussed or transacted at such meeting.
- (e) Notwithstanding any contrary provision, the requirements of this clause relating to notice and limiting the business to be transacted at any meeting may be modified in any particular case with the consent of not less than 75% in number of all Members present at a meeting of the Association (provided that the modification of such requirements for any given meeting shall not be so construed or deemed to affect such requirements in respect of any other meeting of the Association).

Failure to Give Notice

- 10.6 The accidental omission to give notice to or the non-receipt of any notice by any Member or any other person entitled to such notice shall not invalidate the proceedings of any General Meeting to which such notice relates.

Chairperson of General Meetings

- 10.7 (a) The President may chair any General Meeting of the Association at which he or she is present.
- (b) In the absence of the President or at the request of the President, the Vice President may chair any General Meeting of the Association at which he or she is present.
- (c) If the President and Vice President are not present, or being present are unwilling to take the chair, then those Donor Members entitled to vote at that meeting may elect any person who is entitled to be present to chair that meeting.
- (d) The chairperson shall have a casting vote at any General Meeting of the Association.

Voting at Meetings

10.8 At any General Meeting of the Association:

- (a) A poll may be directed by the chairperson of the meeting or demanded by any Member present in person and entitled to vote.
- (b) The chairperson of the meeting shall determine whether resolutions are to be put to the vote of the meeting by a show of hands, a poll, or by some other means.
- (c) Notwithstanding clause 10.8(b), a poll may be demanded either before the declaration of the result of a vote by a show of hands or immediately afterwards, but before the meeting moves to the next business or it adjourns.
- (d) In the case of a resolution put to the vote of the meeting by a show of hands, a declaration by the chairperson of the meeting that such resolution has been carried or lost, unanimously or by a particular majority, and an entry to the effect in the Association's electronic or hard copy minute book, shall be conclusive evidence of the fact without further proof of the number or proportion of votes recorded in favour of or against such resolution.

Adjournments

- 10.9 (a) If, within an hour after the time appointed for the holding of a General Meeting of the Association, a quorum is not present, the meeting, if convened on requisition of Members, shall be dissolved.
 - (b) In any other case, such meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day within 5 clear days after the adjourned meeting and at such other time and place, as the chairperson of the adjourned meeting shall determine.
 - (c) If at such adjourned meeting a quorum is not present within an hour after the time appointed for holding the meeting, the Members present shall be a quorum.
- 10.10 (a) The chairperson of the meeting may adjourn any General Meeting, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place.
- (b) Notwithstanding any contrary provision, the requirements of this clause 10 relating to notice and limiting the business to be transacted at any meeting may be modified in any particular case with the consent of not less than 75% in number of all Members present at the adjourned General Meeting.
 - (c) The General Secretary shall not be required to issue notice(s) in respect of adjourned meetings.

11. **VOTES OF MEMBERS**

Number of Votes per Member at General Meetings

- 11.1 Subject to clause 11.2 and 11.3, Members present and entitled to vote at General Meetings of the Association shall be entitled to exercise one vote each.

Donor Member Voting Rights

- 11.2 Unless otherwise stated in these Rules, only Donor Members will have the right to vote on the alteration of these Rules, borrowing money, appointment of the President, the Executive Committee and the Trustees to the Charitable Trust.

No Vote if Subscriptions/Fees Unpaid

- 11.3 If any Annual Subscription or fees presently payable by any Member (including a Donor Member) is overdue, that Member shall not be entitled to vote at any General Meeting, Executive Committee meeting, or other meeting of the Association.

12. **TEMPLE**

- 12.1 The Executive Committee shall be responsible for the operation and administration of the Radha Krishna Temple at New North Road, Eden Terrace, Auckland including, without limitation, the employment of the priest and priestess (if any).

13. **NOTICES**

Form

- 13.1 All notices and other communications required under these Rules shall be in writing and shall be delivered by hand, or by properly addressed prepaid fast post or airmail postage or via email, and the Association may also communicate to Members via advertising in the public notices of the New Zealand Herald or a community newspaper with circulation in the Auckland Region.

In the case of notices to or communications with:

- (a) Any Member personally, shall be addressed to that Member at his or her address as set out in that Member's application for membership, or last known place of business or residency, or at such other postal or email address as the member may from time to time notify the General Secretary in writing.
- (b) The Association, the President, the General Secretary, the Charitable Trust, Officer of the Executive Committee, shall be addressed to the intended recipient, c/- the Association at the Registered Office or at the Association's postal address.

In the case of notices or communications from the Association to its Members via advertising in the newspaper, the General Secretary shall publish two advertisements in the public notices of the New Zealand Herald or a community newspaper with circulation in the Auckland Region. The advertisements are to be at least 2 clear days apart.

Time of Delivery

- 13.2 Any notice or communication given in terms of clause 13.1 shall be deemed to have been delivered or communicated:

- (a) In the case of delivery by prepaid fast post or airmail postage, if:
 - (i) Posted within New Zealand to a destination within New Zealand, 2 clear days after posting;
 - (ii) Posted within New Zealand to a destination outside New Zealand, 5 clear days after posting;
- (b) In the case of delivery by email, 2 clear days after the email was sent;
- (c) In the case of advertising, on the date that the second advertisement was published in the public notices section of the New Zealand Herald or a community newspaper with circulation in the Auckland Region.

- 13.3 The General Secretary and Executive Committee may also communicate to the Membership by posting general information and notices on the website of the Association.

14. ACCOUNTS

Accounts at Executive Committee and General Meetings

- 14.1 The Treasurer shall from time to time prepare, or cause to be prepared, and shall lay before:
- (a) The Executive Committee, such financial accounts, other than the Financial Statements, as are from time to time required by the Executive Committee and/or the Association in general meeting.
 - (b) The Association at each Annual General Meeting, the audited Financial Statements for the previous Financial Year.

Copies to Members

- 14.2 Copies of all Financial Statements are to be laid before the Association at the Annual General Meeting.

15. FINANCE/CHEQUES/DISPOSAL OF ASSETS

- 15.1 All moneys received by or on behalf of the Association shall be paid to the credit of the Association at such bank as the Executive Committee may determine from time to time.
- 15.2 All cheques or withdrawals shall be signed, drawn, made, accepted or endorsed (as the case may be) for and on behalf of the Association by any two of the President, Vice-President, General Secretary, Treasurer or assistant treasurer.
- 15.3 The Executive Committee will have authority to incur expenditure on behalf of the Association up to a limit of \$150,000.00 per project. Above this spending limit the Executive Committee shall be required to obtain the approval of the Members by a majority of votes in a general meeting.
- 15.4 The Executive Committee may from time to time invest and reinvest in such securities and upon such terms as it shall think fit the whole or any part of its funds which shall not be required for the immediate business of the Association.
- 15.5 The funds of the Association shall not be used or offered as security for the benefit of another individual, body or organization.
- 15.6 The Association shall not invest any of its funds in listed or unlisted shares
- 15.7 The Executive Committee shall not have the authority to acquire or sell, transfer or otherwise divest ownership of any real estate assets of the Association without first obtaining approval of a majority of the Donor Members of the Association at either the Annual General Meeting or a special general meeting called for the purpose of discussing the proposed disposal.

16. LIABILITY OF MEMBERS

- 16.1 (a) No action in law or otherwise shall be permitted to be taken by or in favour of any Member against any other Member, the President, the Charitable Trust, any Trustee, the Executive Committee, the General Secretary or the Treasurer in respect of any matter or thing done or omitted to be done pursuant to these Rules, notwithstanding any irregularity or informality in the observance of these Rules (except in respect of any loss or expense arising from the willful default of the person against whom such action is taken).
- (b) No Member shall be under any liability in respect of any contract or other obligation made or incurred by the Association.

17. ALTERATION OF RULES

- 17.1 (a) These Rules, and any by-laws made under these Rules, shall not be amended, added to or rescinded except by resolution of the Association in general meeting, where such resolution is passed by not less than a 75% majority of votes of the Donor Members which are present and entitled to vote at such meeting, and unless written notice of the proposed amendment, addition or rescission shall have been given to all Donor Members in accordance with these Rules.
- (b) No such amendment, addition or rescission of these Rules shall be valid unless and until accepted by the Registrar.
- (c) No amendment, addition or rescission to clause 2.1 (Charitable Objects) of these Rules shall be approved by the Association except for the purpose of clarifying or expanding the Charitable Objects. The provisions and effect of this sub-clause shall not be removed from these Rules and shall be included in any document replacing this Constitution.
- (d) No amendment, addition or rescission to clause 2.3 (Pecuniary Gain not an Object) or 20 (Winding Up) of these Rules shall be approved by the Association. The provisions and effect of this sub-clause shall not be removed from these Rules and shall be included in any document replacing this Constitution.

18. BYLAWS

- 18.1 The Association may in general meeting make bylaws for the conduct of the Association affairs, provided that such bylaws are not repugnant to these Rules.

19. REGISTERED OFFICE

- 19.1 The registered office of the Association shall be at such place as the Executive Committee shall from time to time determine and, until the Executive Committee otherwise determines, shall be situated at the Mahatma Gandhi Centre, 145 New North Road, Eden Terrace, Auckland.

20. WINDING UP

- 20.1 The Association may be wound up in accordance with the Act. If, upon such winding up, there remains, after satisfaction of all debts and liabilities of the Association, any property and/or assets, such property and/or assets shall be distributed to a charitable organization in New Zealand having similar objects to those of the Association as determined by a resolution of the Donor Members in general meeting, where such resolution is passed by not less than a 75% majority of votes of the Donor Members which are present and entitled to vote at such meeting.

21. REGISTER OF MEMBERS

- 21.1 **Register of members:** The General Secretary shall keep an up-to-date Register of Members, recording for each Member their name, contact details, the date they became a Member, and any other information required by this Constitution or prescribed by regulations under the Act.

21.2 Contents of Register of members:

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

- (a) postal address;
- (b) phone number (landline and/or mobile) (if any);
- (c) email address (if any);
- (d) the date the Member became a Member;
- (e) whether the Member is a Donor Member.

Every Member shall promptly advise the General Secretary of any change of their contact details.

- 21.3 **Access to Register of members:** With reasonable notice and at reasonable times, the Secretary shall make the Register of Members available for inspection by Members and the Executive Committee. However, no access will be given to information on the Register of Members to Members or any other person, other than as required by the Act, by law or in accordance with this Constitution.

- 21.4 **Register of interests:** The General Secretary shall at all times maintain an up-to-date register of the interests disclosed by the Executive Committee.

22. DISPUTE RESOLUTION

- 22.1 The Association shall adopt the dispute resolution procedures as set out in the Act.

23. COMMON SEAL

- 23.1 The Executive Committee shall provide a common seal for the Association and may from time to time replace it with a new one.
- 23.2 The General Secretary shall have custody of the common seal, which shall only be used by the authority of the Executive Committee. Every document to which the common seal is affixed shall be signed by the President and countersigned by the General Secretary or such other Officers authorised by the Executive Committee from time to time.

Date of Special General Meeting approving new Constitution: 20 February 2024

New Constitution confirmed by three Donor Members of the Association:

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Name of Donor Member –

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Name of Donor Member -

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Name of Donor Member -