Constitution

RISINGHOLME ORCHESTRA INCORPORATED

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Constitution of
RISINGHOLME ORCHESTRA INCORPORATED

Part I – PRELIMINARY

1. Definitions and Interpretation

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

Act means the Incorporated Societies Act 2022.

Annual Report means documents to be made available to Members under clause 18.3.

Charities Act means the Charities Act 2005.

Charitable Purposes means purposes that are charitable under the laws of New Zealand.

Charities Services means the government body responsible for the administration of the Charities Act 2005, including any successor or replacement body.

Chairperson means the person appointed and continuing in that office, under clause 12.9.2 of this Constitution.

Committee means the Officers, being not less than the required Quorum, who act together as the Committee and who, in the case of Officers who are also Members, are jointly liable for all actions and decisions of the Committee.

Concessionary Provisions means:

1.1.1. sections CW 41 (Charities: non-business income), CW 42 (Charities: business income), CX 25 (Benefits provided by charitable organisations), DB 41 (Charitable or other public benefit gifts by company), DV 12 (Māori authorities: donations), LD 1 (Tax credits for charitable or other public benefit gifts), LD 2 (Exclusions) and LD 3 (Meaning of charitable or other public benefit gifts) of the Income Tax Act 2007;

1.1.2. section 73(1) (Exemption for gifts to charities and certain bodies) of the Estate and Gift Duties Act 1968; and

1.1.3. if the Society is registered, or liable to be registered, under the provisions of the Goods and Services Tax Act 1985, the provisions of that Act relating to non-profit bodies as defined in section 2(1) of that Act.

Constitution means this constitution of the Society and subsequent amendments.

Contact Person means the person appointed under clause 12.9.1, and sections 112 to 116 of the Act.

Dispute means a disagreement or difference of opinion of substance between two or more people that cannot be resolved informally to their satisfaction.

Dispute Notice means a written notice of the details of a Dispute written with sufficient clarity to enable the other party to understand the nature and basis of the Dispute.

Distribution means the direct or indirect transfer of money or property to any person, or the incurring of any debt for the benefit of any person.

Financial Year means the 12-month period beginning on 1 January each year and ending on 31 December in that same year.

Interests' Register means the register retained by the Society in which Officers disclose transactions or proposed transactions with the Society in which they may be interested, as required by section 62 of the Act and this Constitution.

Life Member means a person who has been accepted by the Committee as a Life Member of the Society under clause 12.9.8.

Major Transaction means the acquisition (or agreement to acquire) or disposition of (or agreement to dispose of) an asset, liability, debt, obligation, right or interest the value of which will exceed 25 percent of the Society's assets at the time of the transaction.

Member means the person who has been accepted into membership of the Society.

Members' Register means the register retained by the Society in which Members' details are recorded and kept up to date, under the requirements of section 79 of the Act, clause 13 of the Regulations, and this Constitution.

Music Director means the person appointed and continuing in that office under clause 12.9.6 of this Constitution.

Objects means the Charitable Purposes for which the Society has been established, as described in clause 4.2.

Officer means a person appointed to the Committee and continuing in office, under this Constitution, and **Officers** means those persons collectively.

Ordinary Resolution means a resolution presented at a meeting at which a Quorum is present, that will be adopted if it is passed by at least 50 percent of those present and entitled to vote.

Patron means a person appointed and continuing in that office, under clause 12.9.7 of this Constitution.

Quorum has the meaning set out in clause 11.1 (as it relates to meetings of Members) and in clause 14.4 (as it relates to meetings of the Committee).

Regulations means the Incorporated Societies Regulations 2023.

Secretary means the person appointed and continuing in that office, under clause 12.9.4 of this Constitution.

Society means Risingholme Orchestra Incorporated registered under the Act (registered number 578359) and under the Charities Act (registered number CC24083), having its registered office at the Woolston Club Incorporated, 43 Hargood Street, Woolston, Christchurch 8062, as updated from time to time on the New Zealand Register of Incorporated Societies.

Special Resolution means a resolution presented at a meeting at which a Quorum is present, that will be adopted if it is passed by at least 75 percent of those present and entitled to vote.

Term means the public school terms in New Zealand published by the Ministry of Education.

Treasurer means the person appointed and continuing in that office, under clause 12.9.5 of this Constitution.

Vice-Chairperson means the person appointed and continuing in that office, under clause 12.9.3 of this Constitution.

Working Day means any day of the year other than a Saturday or a Sunday, on which banks are open for general business in Christchurch.

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

1.2.1. headings are not part of the context and do not affect the interpretation of this Constitution;

1.2.2. the singular includes the plural and vice versa;

1.2.3. the decision of any person made in relation to this Constitution, or the exercise of any discretion by any person, requires that person to act reasonably;

1.2.4. a reference to *property* is deemed to include:

(a) anything that is capable of being owned, whether real or personal, tangible or intangible (including, for the avoidance of doubt, shares);

(b) any estate, interest or right in any property; and

(c) any right, benefit or undertaking;

1.2.5. a reference to:

(a) a statute includes all regulations, orders, bylaws, codes and notices, amendments or statutes passed in substitution;

(b) an agreement or other document (including this Constitution) includes a version that has been amended, assigned or replaced;

(c) an agency or body, which subsequently becomes obsolete, means the agency or body that performs most closely the functions of the obsolete body;

(d) *written* or *in writing* includes any transmission by email;

(e) an event includes any act or omission;

(f) a prohibition against doing anything includes not permitting it to be done;

(g) a *month* or a *year* is to a calendar month or a calendar year respectively; and

(h) time and date is to a time and date in New Zealand unless a contrary intention is expressed;

1.2.6. any period of time specified from a given day is to be calculated exclusive of that day;

1.2.7. if there is any inconsistency between this Constitution and any document referred to in it, this Constitution will prevail;

1.2.8. for the purposes of this Constitution, the Secretary is deemed to be the Contact Person if no other person has been appointed to that role; and

1.2.9. terms used in this Constitution that are also used in the Act, and that are not otherwise defined in this Constitution, will have the meaning given to them in the Act.

2. Name of Society

The Society created by this Constitution will be known as **Risingholme Orchestra Incorporated** or such other name as the Members may from time to time determine by Special Resolution.

3. Rights, Powers, Duties and Obligations

3.1. The Society, the Committee and each Member has the rights, powers, duties and obligations conferred or imposed by the Act, except to the extent that the Act allows them to be negated or modified by a term of this Constitution.

3.2. The Society:

3.2.1. may carry on any business or activity, do any act, or enter into any transaction that is consistent with its Objects; and

3.2.2. must not conduct or carry on any business or activity, do any act, or enter into any transaction that is not consistent with its Objects.

3.3. The Society is entitled to pay for services rendered if the payment is reasonable and does not exceed amounts that would usually be paid for the service in an arm's-length transaction.

3.4. Subject to it acting in good faith and in what each Officer believes to be the best interests of the Society, the Committee (when acting on or determining any issue that comes before it) has the power to act, or determine any issue, at its sole and absolute discretion.

Part II – CAPACITY AND POWERS

4. Objects of Society

4.1. **Charitable Purposes**: The Society is established, and will be maintained, exclusively for Charitable Purposes in New Zealand.

4.2. **Objects**: The Objects of the Society are to foster and enhance a love of music in the community by offering accessible orchestral performances and opportunities to play and experience live music, for musicians, music-lovers and concert-goers of all ages. In order to achieve these objects, the Society will, where possible:

4.2.1. Maintain a sustainable community orchestra with broad opportunities for membership for players of all ages and a wide range of abilities;

4.2.2. Enhance the lives of players and audiences by providing and promoting the benefits of orchestral playing and concert attendance (therapeutic, mental health-related, social interaction, a sense of purpose and belonging, and an opportunity to play/listen to music together);

4.2.3. Present a minimum of two paying concerts and three outreach concerts per year (including one community event for a school or similar organisation);

4.2.4. Seek opportunities for the performance of new compositions and arrangements by New Zealand composers;

4.2.5. Provide opportunities for young and mid-career musicians to perform as guest soloists, where appropriate; and

4.2.6. Undertake any other associated activity that the Society considers is necessary or desirable to directly or indirectly advance the Objects.

4.3. **Profits and Surpluses**: All profits or surpluses of the Society that are not retained or reinvested in the Society, and any surplus assets on the liquidation or dissolution of the Society, must be applied by the Society exclusively in pursuit of the Objects.

5. Application of Society's Property

The Society may pay or apply any of its property, at the Society's absolute discretion, in the furtherance of its Objects.

6. Restrictions relating to Private Profit

6.1. **No Private Profit**: Nothing expressed or implied in this Constitution will permit the activities of the Society, or any business carried on by, for, or for the benefit of the Society, to be carried on for the private pecuniary profit of any person so as to affect:

6.1.1. the operation of the Society exclusively for Charitable Purposes in New Zealand and not for private profit; or

6.1.2. the availability of any concession in relation to the Society under any of the Concessionary Provisions, unless in relation to any such provision the Society determines that eligibility for the benefit of the provision is not required in the best interests of pursuing the Objects of the Society.

6.2. **Distributions only for Charitable Purposes**: The Committee must not authorise any Distribution by the Society to any person, provided that:

6.2.1. each Officer is entitled to be reimbursed for all reasonable costs, charges and expenses properly incurred by the Officer in connection with the affairs of the Society;

6.2.2. the Committee may pay reasonable and proper remuneration to any person (including an Officer or a Member) in return for services actually rendered to the Society; and

6.2.3. an Officer or a Member may retain any remuneration properly payable to the Officer or the Member by any person with whom the Society is in any way concerned or involved and for which the Officer or the Member has acted in any capacity whatsoever, even though the Officer's or the Member's connection with that person is in any way attributable to the Officer's or the Member's connection with the Society.

7. Acts and Disclosures

7.1. **Acting for Society**:

7.1.1. Any Officer may act by himself or herself or by the Officer's firm in a professional capacity for the Society, and in such cases the Officer or the Officer's firm will be entitled to remuneration for professional services as if the Officer were not an Officer. However, nothing in this clause 7.1.1 authorises an Officer or the Officer's firm to act as an auditor or a reviewing accountant (under clause 17.1) to the Society.

7.1.2. Other than as provided in clause 7.2, an Officer is not disqualified by virtue of his or her office from entering into any transaction with the Society and any such transaction will be valid and enforceable to the same extent as if he or she were not an Officer and not in a fiduciary relationship with the Society.

7.2. **Completion of Interests' Register**: An Officer who is interested (as defined in section 62 of the Act) in a transaction entered into, or to be entered into, by the Society must, immediately upon becoming aware that he or she is interested in the transaction:

7.2.1. enter into an Interests' Register and disclose to the Committee the nature, monetary value (if quantifiable) or nature of the extent (if the monetary value is not quantifiable) of any such interest;

7.2.2. not participate in any discussion about the transaction, unless otherwise determined by the Committee; and

7.2.3. not participate in any vote, or sign any document, relating to the transaction.

7.3. **Inspection of Interests' Register**: The Interests' Register may be inspected by any Officer at any reasonable time.

7.4. **Sufficient Disclosure**: A general notice entered in the Interests' Register and disclosed to the Committee to the effect that an Officer is a shareholder, director, officer or trustee of a named entity, or related or associated with a named person, and is to be regarded as interested in any transaction that may, after the date of entry or disclosure, be entered into with that company or person, is a sufficient disclosure of interest in relation to that transaction.

7.5. **Threshold passed**: If, at any time, the majority of the Committee disclose a conflict of interest in relation to a particular transaction, that matter must be referred to a Members' meeting for resolution.

8. Maintaining Eligibility for Concessions

The Society must do all things necessary to ensure that the Society is, and will remain, eligible for the benefit of concessions in relation to the Society under each of the Concessionary Provisions (unless in relation to any such provision the Society has determined that eligibility for the benefit of that provision is not required in the best interests of pursuing the Objects of the Society), including:

8.1. registering with the Registrar of Incorporated Societies under the Act and maintaining that registration;

8.2. registering with Charities Services under the Charities Act 2005 and maintaining that registration; and

8.3. complying with all relevant obligations under:

8.3.1. the Act;

8.3.2. the Charities Act 2005; and

8.3.3. all revenue legislation, including the Income Tax Act 2007, the Estate and Gift Duties Act 1968, the Goods and Services Tax Act 1985 and the Tax Administration Act 1994.

Part III – MEMBERSHIP

9. Membership

9.1. **Member Commitment**: Each Member agrees, throughout the period of his or her membership:

9.1.1. to be bound by the rules of the Society described in this Constitution, and to abide by decisions made under the Constitution either by the Committee, or by the Members at a Members' meeting;

9.1.2. to pay a subscription each year in the amount, and on the terms, determined at an annual Members' meeting under clause 10.2.6; and

9.1.3. to provide and update his or her personal details for the Members' Register as required under clause 9.5.1.

9.2. **Becoming a Member:** Applicants seeking membership are given a one-month trial period, following which the Committee may, at its sole discretion, invite the applicant to complete and submit an application for full membership, in the form approved by the Committee from time to time for the purpose.

9.3. **Consideration of Application**: In relation to each application for membership the Committee must, in a timely manner:

9.3.1. actively consider each application for membership submitted to it under clause 9.2, which consideration may include, at the Committee's sole discretion, the right to hear from any person, and/or take into account any matter it considers relevant; and

9.3.2. subsequently advise the applicant that his or her application for membership has been accepted, declined, or accepted subject to conditions or limitations as the Committee, at its sole discretion, sees fit.

9.4. **Termination of membership**: Subject to this Constitution:

9.4.1. the Member remains a member of the Society until he or she:

(a) dies;

(b) resigns by giving notice to the Society, in which case his or her membership ceases on the later of the date the notice is received by the Society or the date stated in the notice; or

(c) receives notice from the Committee (acting under clause 13.1.2(b)) that his or her membership has been terminated as at the date specified in the notice; and

9.4.2. in the event that a Member's membership is terminated under subclauses (b) or (c) above, no part of the annual subscription that has been paid will be refunded and, in the event that the annual subscription has not been paid, it will remain due and payable.

9.5. **Members' Register**: The Society:

9.5.1. must maintain the Members' Register to include each Member's name, contact details for notices of meetings, the date the Member's membership commenced and the date on which it terminated (if appropriate), and any other details authorised by the Committee. Each Member must keep the Society informed of any changes as soon as reasonably practicable. The Members' Register must be kept in a secure place and under the requirements of the Privacy Act 2020, the Act and the Regulations; and

9.5.2. may use data and information recorded in the Members' Register, and, unless otherwise agreed, each Member grants the Society an irrevocable, non-exclusive, transferable and royalty-free licence to use, modify, develop or adapt all such information for its own purposes, provided that the use of such data and information is subject at all times to the requirements of the Privacy Act 2020, the Act and the Regulations.

9.6. **Leave of Absence**: Any Member may apply in writing to the Committee for leave of absence for any period greater than two months of any Term. The Committee may determine such request at its sole discretion.

Part IV – MEMBERS' MEETINGS

10. Meetings of Members

10.1. **Annual Meeting**: The Committee must annually call a Members' meeting to be held before the end of the first Term.

10.2. **Purposes of Annual Meeting**: The purposes of the annual meeting must include, but are not limited to, the following matters, each to be passed by Ordinary Resolution:

10.2.1. consideration and confirmation of the minutes of the previous annual meeting, and any intervening special meeting, provided that failure to confirm any minutes will not invalidate the meeting of which the minutes are a record and will not prevent or otherwise restrict the continued operation of the Society;

10.2.2. consideration and adoption of the Annual Report, provided that failure to adopt the Annual Report will not invalidate the annual meeting and will not prevent or otherwise restrict the continued operation of the Society;

10.2.3. the appointment (if required) of an auditor or a reviewing accountant, as the case may be;

10.2.4. the election of Officers and appointment of non-Member Officers if applicable;

10.2.5. the appointment of Patrons (if applicable); and

10.2.6. setting the annual subscription to be levied on Members for the forthcoming year, provided that where the resolution is not passed, the annual subscription levied for the immediately preceding year will continue to be the annual subscription to be levied for the forthcoming year, and provided further that:

(a) a concessionary subscription may be applied where a new membership is for less than a complete year; and

(b) the annual subscription will be payable in one lump sum by the date specified in the subscription notice unless, at the request of any Member, the Committee at its absolute discretion agrees to a different arrangement for that Member.

10.3. **Special Meetings**: A special meeting (being any meeting other than an annual meeting) of Members entitled to vote on an issue:

10.3.1. may be called at any time by the Committee or by a person who is authorised by the Act to call the meeting; and

10.3.2. must be called by the Committee on the written request of Members who together constitute at least 10 of the total number of Members of the Society as at the date on which the written request is received by the Committee.

10.4. **Method of Holding Meetings**: All Members may attend in person an annual meeting or a special meeting called by the Committee.

10.5. **Written Resolution in Lieu of Meeting**:

10.5.1. A resolution in writing signed by not less than 75 percent in number of the Members who would be entitled to vote on that resolution at a Members' meeting is as valid as if it had been passed at a meeting of those Members.

10.5.2. Within five Working Days of a resolution being passed under clause 10.5.1, the Society must send a copy of the resolution to every Member who did not sign the resolution.

10.6. **Chairperson of Meetings of Members**:

10.6.1. The Chairperson will be the chairperson of every Members' meeting provided that, if the Chairperson is unable or unwilling to chair a meeting, the Vice-Chairperson will chair that meeting and provided further that if the Vice-Chairperson is unable or unwilling to chair that meeting, the Chairperson and the Vice-Chairperson may jointly nominate another person (who need not be a Member) to chair that meeting.

10.6.2. If neither the Chairperson nor the Vice-Chairperson is present within 10 minutes after the time appointed for the commencement of the annual meeting or of the special meeting, the Members present may choose one of their number to be the chairperson of that meeting.

10.6.3. The chairperson of a meeting has the right to conduct and control the meeting in accordance with generally accepted meeting procedures, and otherwise as they see fit, provided that each Member lawfully present at the meeting has the right reasonably to engage and participate in the business of the meeting.

10.6.4. The chairperson of a meeting may require any person to remove themselves, or to be removed, from the meeting if the chairperson forms the view that the person's continued attendance is detrimental to the business of the meeting.

10.7. **Notice of Meeting**:

10.7.1. Written notice, by letter or by email, of the time and place of a Members' meeting must comply with the requirements described in clause 10.9 and must be sent to every Member entitled to receive notice of the meeting, and to the auditor or the reviewing accountant (as the case may be), not fewer than five Working Days before the meeting (**Notice of Meeting**).

10.7.2. Notice of Meeting given by a letter addressed to a Member at his or her last known address notified to the Society will be deemed to have been delivered two clear days after the day the letter was posted. Notice of Meeting given by digital transmission will be deemed to have been delivered upon the sender receiving evidence of an error-free transmission, provided that the sender believes on reasonable grounds that the transmission has been received.

10.8. **No Entitlement if Subscription Unpaid**: Where a Member has been levied an annual subscription that has not been paid in full within one month of the due date for payment (such due date to be set by the Committee) that Member will not be entitled to vote at any Members' meeting until payment in full of that Member's annual subscription has been received by the Society, unless otherwise determined by the Committee.

10.9. **Contents of Notice of Meeting**: The Notice of Meeting must:

10.9.1. clearly state whether the meeting is an annual meeting or a special meeting;

10.9.2. clearly appoint the date and venue of the meeting, and the time the meeting will commence;

10.9.3. state the nature of the business to be transacted at the meeting in sufficient detail to enable a Member to form a reasoned judgment in relation to it;

10.9.4. (for the annual meeting only) include the minutes of the previous annual meeting, and all special meetings (if any) held since the last annual meeting, each to be confirmed at the annual meeting;

10.9.5. include copies of all documents that relate to an Ordinary Resolution or to a Special Resolution to be considered at the meeting; and

10.9.6. state the text of any Special Resolution to be submitted to the meeting.

10.10. **Irregularities in Notice of Meeting**: An irregularity in a Notice of Meeting is waived if all the Members entitled to attend and vote at the meeting attend the meeting without protest as to the irregularity, or if all such Members agree to the waiver.

10.11. **Omission to Give Notice**: The accidental omission to give a Notice of Meeting to, or the failure to receive a Notice of Meeting by, a Member does not invalidate the proceedings at that meeting.

10.12. **Adjournments**: If a Members' meeting is adjourned for fewer than 30 days, it is not necessary to give notice of the time and place of the re-convened meeting other than by announcement at the adjourned meeting.

10.13. **Minutes**:

10.13.1. The chairperson of each Members' meeting must ensure that full and accurate minutes are kept of all proceedings at that meeting.

10.13.2. Minutes that have been confirmed at an annual meeting as being a true and correct record of that meeting (or are confirmed as being a true and correct record, subject to agreed changes) under clause 10.2.1 must be signed and dated (physically or digitally) to confirm that they are a true and correct record of the minuted meeting. Such appended minutes are *prima facie* evidence of the proceedings at the meeting of which they are a record.

10.13.3. Minutes of each Members' meeting will be retained by the Society and will be available for inspection by any Member at any reasonable time. A Member, by written request to the Committee, has a right to a copy of the confirmed minutes of any Members' meeting under section 88 of the Act.

11. Voting at Meetings

11.1. **Quorum**: A Quorum for a Members' meeting is present if, immediately before the commencement of the meeting, those Members who are present number at least 20 percent of the total number of Members.

11.2. **No Business if No Quorum**:

11.2.1. No business may be transacted at a Members' meeting if a Quorum is not present.

11.2.2. If a Quorum is not present within 30 minutes after the time appointed for the meeting:

(a) in the case of a special meeting called in accordance with a requisition of Members under clause 10.3.2, the meeting is dissolved; or

(b) in the case of any other meeting, the meeting is adjourned to the same day in the following week at the same time and place, or to such other date, time and place as the chairperson may appoint, and if at the re-convened meeting a Quorum is not present within 30 minutes after the time appointed for the meeting, and the Members present will be a Quorum for the purposes of the re-convened meeting.

11.3. **Voting**:

11.3.1. In the case of a Members' meeting held under clause 10.3.1, unless a poll is demanded, voting at the meeting will be by whichever of the following methods is determined by the chairperson of the meeting:

(a) voting by voice; or

(b) voting by show of hands.

11.3.2. In the case of a Members' meeting held under clause 10.3.2, unless a poll is demanded, voting at the meeting will be by show of hands.

11.3.3. A declaration by the chairperson of the meeting that a resolution is carried by the requisite majority is conclusive evidence of that fact unless a poll is demanded under clause 11.3.5.

11.3.4. A Member present at a Members' meeting is deemed to have agreed to, and to have voted in favour of, a resolution put to the meeting unless he or she expressly abstains from voting or votes against the resolution at the meeting.

11.3.5. At any Members' meeting a poll on a specific matter may be called for:

(a) by Members who together constitute not less than 10 percent in number of the total number of Members as at 9.00am on the date of the meeting; or

(b) by the chairperson.

11.3.6. A poll may be called for either before the vote is taken on a resolution, or after (in which case the vote already taken will be vacated) but, in either case, must be called for before the meeting is formally closed by the chairperson.

11.3.7. In the event of an equality of votes, the chairperson of a Members' meeting is not entitled to a casting vote.

Part V – OFFICERS AND OTHER PERSONNEL

12. Appointment and Removal

12.1. **Number of Officers**: The number of Officers will be a minimum of five and a maximum of eight unless otherwise agreed by the Members by way of an Ordinary Resolution.

12.2. **Co-option of Officers**: The Committee may co-opt any person (who need not be a Member) as an Officer provided that, at any time, the majority of Officers must be Members. A co-opted Officer will only hold office from the day of his or her co-option to the date of the next annual Members' meeting.The Committee will determine at the time of appointment of the co-opted Member whether and on what terms the co-opted member will have voting rights.

12.3. **Term of Office**: Subject to clause 12.2, or to an Ordinary Resolution passed at a Members' meeting agreeing to a different term, an Officer:

12.3.1. will hold office for a one-year term from the date of election or appointment; and

12.3.2. may be re-elected or re-appointed on the expiry of the term of office.

12.4. **Appointment and Removal by Notice**:

12.4.1. Subject to clause 12.5, the Officers are the persons elected or appointed from time to time who have not retired, resigned, been disqualified or removed from office under this Constitution.

12.4.2. An Officer holds office as an officer until his or her retirement, resignation, disqualification or removal under this Constitution.

12.4.3. An Officer may resign from office at any time by a notice in writing signed by the Officer.

12.4.4. An Officer may be removed from office at any time:

(a) by a notice in writing signed by a majority of Members, the majority being calculated as at the day the notice is received; or

(b) by Special Resolution passed at a Committee meeting.

12.4.5. A notice given under either of clauses 12.4.3 or 12.4.4(a) takes effect upon receipt of it by the Society at the Society's registered office (including the receipt of an emailed copy), unless the notice specifies a later time at which the notice will take effect.

12.4.6. If an Officer becomes disqualified under the Act, that Officer's appointment will immediately terminate, without notice, on the date of the disqualification event.

12.4.7. Whenever an Officer's appointment comes to an end, by whatever process, the Officer must immediately return all Society property to the Society, including keys, passwords, access codes, hardware, software and any other property.

12.5. **Disqualification and Removal**: An Officer will be disqualified and subject to immediate removal from office, or a Member will be ineligible for appointment (as the case may be) if he or she:

12.5.1. resigns his or her membership of the Society;

12.5.2. has not paid his or her subscription as required under clause 10.2.6(b), by the date specified in the subscription notice;

12.5.3. is absent from four consecutive meetings of the Committee without reasonable excuse, at the discretion of the Committee;

12.5.4. is removed from office under the terms of this Constitution;

12.5.5. dies; or

12.5.6. otherwise becomes disqualified from being an officer under section 47(3) of the Act.

12.6. **Election of Officers**:

12.6.1. The Officers must be elected or appointed at each annual meeting of the Society's Members on the basis of the following procedure:

(a) at least two weeks before the date of the annual meeting, the Secretary must invite all Members to submit nominations for each available Officer position;

(b) all nominations must be in writing signed by two Members, and signed by the Member who is being nominated. The Secretary must retain all completed nomination forms at least until the next annual meeting;

(c) subject to clauses 12.2 and 12.5 (as applicable) each Member, and each Officer, is eligible for nomination;

(d) where an insufficient number of nominations have been received to fill all available positions, nominations may be received from the floor at the annual meeting provided the nomination complies with clause 12.6.1(b);

(e) if the nominations received do not exceed the positions available, the nominees will be declared appointed without the need for a vote;

(f) if the nominations received exceed the number of positions available, the Members at the annual meeting will vote by way of a secret ballot, and the candidates receiving the highest number of votes will be declared appointed to the role of Officer; and

(g) any potential Officer appointments of non-Member Officers will not be subject to the above process, and will be the subject of discussion and approval (or otherwise) at the AGM.

12.6.2. For the purposes of clause 12.6.1(f), and in any other case where a secret ballot is taken at a Members' meeting, the following rules will apply:

(a) the votes must be in writing;

(b) each Member is entitled to one vote;

(c) a Member may vote for fewer, but may not vote for more, than the number of Officer positions available;

(d) the votes will be counted by at least one scrutineer appointed by the Members at the meeting;

(e) the scrutineer will at all times use his or her best endeavours to understand the voter's intention expressed on the ballot paper, provided that the scrutineer may accept or reject any vote at their discretion;

(f) the scrutineer must report back to the Members' meeting with the results of the ballot for each candidate, such report only to state whether or not the nominee has been successful in securing an appointment as an Officer;

(g) the voting papers must be destroyed by the scrutineer as soon as possible following the conclusion of the meeting; and

(h) any decision of the scrutineer will be final.

12.7. **Alternates and Proxies**: No Officer has the right to appoint any person to act as his or her alternate or proxy either in that Officer's absence or for any purpose connected with the business of the Society.

12.8. **Membership Qualification**: Subject to the proviso in clause 12.2, an Officer is not required to be a Member of the Society in order to be eligible for appointment as an Officer.

12.9. **Committee Appointments**: Subject to the election or appointment of Officers under clause 10.2.4, the Committee may and will, as necessary, appoint or recommend a person or persons for each of the following positions:

12.9.1. **Contact Person**: A Contact Person:

(a) must be appointed by the Committee from time to time;

(b) will serve as a contact person of the Society until replaced by the Committee;

(c) must be a Member;

12.9.2. **Chairperson**: A Chairperson:

(a) must be appointed, and may be removed, by way of a Special Resolution passed at a Committee meeting. A Chairperson who resigns from or is removed from the position of Chairperson will remain as an Officer for the balance of their term in office unless removed as an Officer under either of clauses 12.4 or 12.5;

(b) must not be in breach of clause 10.2.6(b), immediately before he or she is appointed as the Chairperson; and

(c) may attend, speak and (if a Member) vote at any Members' or Committee meeting and will be considered to be a part of any Quorum;

12.9.3. **Vice-Chairperson**: A Vice-Chairperson:

(a) must be appointed, and may be removed, by way of a Special Resolution passed at a Committee meeting. A Vice-Chairperson who resigns from or is removed from the position of Vice-Chairperson will remain as an Officer for the balance of their term in office unless removed as an Officer under either of clauses 12.4 or 12.5;

(b) must not be in breach of clause 10.2.6(b), immediately before he or she is appointed as the Vice-Chairperson; and

(c) may attend, speak and (if a Member) vote at any Members' or Committee meeting and will be considered to be a part of any Quorum;

12.9.4. **Secretary**: A Secretary:

(a) must be appointed, and may be removed, by way of a Special Resolution passed at a Committee meeting. A Secretary who resigns from or is removed from the position of Secretary will remain as an Officer for the balance of their term in office unless removed as an Officer under either of clauses 12.4 or 12.5;

(b) must not be in breach of clause 10.2.6(b), immediately before he or she is appointed as the Secretary; and

(c) may attend, speak and (if a Member) vote at any Members' or Committee meeting and will be considered to be a part of any Quorum;

12.9.5. **Treasurer**: A Treasurer:

(a) must be appointed, and may be removed, by way of a Special Resolution passed at a Committee meeting. A Treasurer who resigns from or is removed from the position of Treasurer will remain as an Officer for the balance of their term in office unless removed as an Officer under either of clauses 12.4 or 12.5;

(b) must not be in breach of clause 10.2.6(b), immediately before he or she is appointed as the Treasurer; and

(c) may attend, speak and (if a Member) vote at any Members' or Committee meeting and will be considered to be a part of any Quorum;

12.9.6. **Music Director**: A Music Director (or any other person appointed by the Committee should the Music Director be unavailable):

(a) will be appointed at any time by the Committee and will be paid an honorarium to be determined from time to time by the Committee;

(b) will be an ex-officio member of the Committee and may attend and speak at any Members' meeting, or any meeting of the Committee, but has no voting rights at any Members' or Committee meeting, and will not be considered to be a part of any Quorum;

(c) will be accountable to the Committee; and

(d) will advise the Committee on all matters relating to the musical activities of the Society;

12.9.7. **Patron**: A Patron:

(a) may, on the recommendation of the Committee, be appointed or removed from time to time by way of an Ordinary Resolution passed at a Members' meeting, provided that failure to appoint a Patron will not affect the continued operation of the Society;

(b) need not be a Member;

(c) may attend and speak at any Members' meeting, or any meeting of the Committee, but has no voting rights at any meeting and will not be considered to be a part of any Quorum; and

(d) is not an Officer;

12.9.8. **Life Member**: A Life Member, being a person who the Committee agrees has made a substantial contribution to music in general or to the operations of the Society:

(a) may be nominated at any time by any Member or by any Officer;

(b) may be appointed or removed from time to time by way of a Special Resolution passed at a Committee meeting; and

(c) may, only if they are an Officer as well as a Life Member, attend, speak and vote at any Committee meeting where they will also have the right to be considered to be a part of any Quorum;

12.9.9. **Non-Member Officers**: Notwithstanding anything contained in this clause 12.9, an Officer who is not a Member may not vote at any Members' meeting or Committee meeting.

12.10. **Accountability**: Each position named in:

12.10.1. clause 12.9.1 will, at all times, be accountable to the Committee; and

12.10.2. clauses 12.9.2 to 12.9.6 will, at all times, be accountable to the Society.

13. Powers and Duties of the Committee

13.1. **Powers of the Committee**:

13.1.1. The business and affairs of the Society must be managed by or under the direction or supervision of the Committee, unless the Act or this Constitution provides otherwise.

13.1.2. The Committee has, and may exercise, all the powers necessary for managing, directing and supervising the business and affairs of the Society, except to the extent that this Constitution or the Act expressly requires those powers to be exercised by the Members or by any other person. Without limiting this clause 13.1.2, and at all times consistent with this Constitution, the Committee has the power:

(a) to consider and approve applications for membership of the Society, including the power to apply conditions or limitations to membership as the Committee sees fit;

(b) to consider and approve the cancellation of any Member's membership provided that the Committee has first given the Member a reasonable opportunity to address the Committee before a decision is made;

(c) to consider and approve the termination of any Officer's appointment provided that the Committee has first given the Officer a reasonable opportunity to address the Committee before a decision is made;

(d) subject to clauses 10.1 and 10.3, to set the venue, date and time for each annual Members' meeting and any special Members' meeting;

(e) to appoint a Chairperson (clause 12.9.2), a Vice-Chairperson (clause 12.9.3), a Secretary (clause 12.9.4), a Treasurer (clause 12.9.5), a Music Director (clause 12.9.6), a Patron (clause 12.9.7) one or more Life Members (clause 12.9.8), and a Contact Person (clause 12.9.1);

(f) to employ or otherwise engage any person, on such terms and conditions the Committee considers appropriate, provided that the term of employment or engagement cannot exceed three consecutive years unless otherwise agreed by the Members by way of an Ordinary Resolution;

(g) subject to clause 12.2, to co-opt any person to the Committee as an Officer, on terms and conditions the Committee considers appropriate, provided that the term of any such co-opted appointment can only extend until the next annual Members' meeting; and

(h) to establish any sub-committee to provide advice to the Committee, and to appoint any person (who need not be a Member) to that sub-committee, on such terms and conditions the Committee considers appropriate, provided that the term of the sub-committee can only extend until the next annual Members' meeting.

13.2. **Duties of Officers**: Subject to the provisions of clause 3, an Officer, when exercising powers or performing duties:

13.2.1. must act in good faith and in what the Officer believes to be the best interests of the Society, consistent with the requirements of section 54 of the Act; and

13.2.2. must otherwise comply with his or her statutory and common law duties to the Society.

13.3. **Major Transactions**: The Committee may not procure or permit the Society to enter into a Major Transaction unless the transaction is:

13.3.1. approved by a Special Resolution of the Committee; or

13.3.2. made contingent on approval by a Special Resolution of the Committee.

14. Proceedings at Committee Meetings

14.1. **Chairperson**:

14.1.1. The Chairperson will be the chairperson of every Committee meeting provided that, if the Chairperson is unable or unwilling to chair a meeting, the Vice-Chairperson will chair that meeting.

14.1.2. If neither the Chairperson nor the Vice-Chairperson is present within 10 minutes after the time appointed for the commencement of the Committee meeting, the Officers present may choose one of their number to be chairperson of that meeting.

14.2. **Notice of Committee Meeting**:

14.2.1. The Secretary may convene a Committee meeting by giving notice in accordance with this clause 14.2.1.

14.2.2. Not fewer than five clear days' notice of a Committee meeting must be given to every Officer and the notice must include the date, time and place of the meeting and the matters to be discussed.

14.2.3. An irregularity in the notice of the meeting is waived if all Officers attend the meeting without protest as to the irregularity or if all Officers entitled to receive notice of the meeting agree to the waiver.

14.2.4. Notice of a Committee meeting may be given by any means, including by telephone or by email. Notice given by a letter addressed to an Officer at his or her last known address notified to the Society will be deemed to have been given two clear days following the day the letter is posted. Notice of Meeting given by email will be deemed to have been delivered upon the sender receiving evidence of an error-free transmission, provided that the sender believes on reasonable grounds that the email has been received.

14.3. **Method of Holding Committee Meetings**: A meeting of the Committee may be held by a number of Officers sufficient to form a Quorum being assembled together at the place, date and time appointed for the meeting.

14.4. **Quorum**:

14.4.1. A Quorum for a Committee meeting may be fixed by the Members at an annual meeting but, unless so fixed, is three of the total number of Officers then holding office who are entitled to vote.

14.4.2. No business may be transacted at a Committee meeting if a Quorum is not present.

14.5. **Voting**:

14.5.1. Subject to clause 12.9.9, each Officer present at a Committee meeting has one vote.

14.5.2. A resolution of the Committee is passed if at least 50 percent of the votes cast on it are in favour.

14.5.3. Subject to clause 12.9.9, in cases of an equality of votes, the chairperson (being the person who is chairing the meeting under clause 14.1.2, as opposed to the Chairperson of the Society) will have a second or casting vote, provided that where a Quorum is two persons, and only two Officers entitled to vote are at the meeting, the chairperson of that meeting will not have a second or casting vote.

14.5.4. An Officer present at a Committee meeting, and entitled to vote, is deemed to have agreed to, and to have voted in favour of, a resolution of the Committee unless he or she expressly abstains from voting, or votes against the resolution at the meeting.

14.5.5. No Officer may vote on any matter in which he or she has disclosed an interest under clause 7.2.

14.6. **Minutes**: The Committee must keep a minute book and must ensure that full and accurate minutes are kept of all proceedings at Committee meetings, including resolutions passed and a copy of every written resolution passed by the Committee. An Officer may inspect the minute book at any reasonable time, and may request a copy of the minutes of any Committee meeting. Subject to sections 80, 81 and 88 of the Act, the Committee minute book will not be available for inspection by any Member who is not an Officer, or by any person who is not a Member (expect the Auditor or the Reviewing Accountant).

14.7. **Written Resolution**:

14.7.1. A resolution in writing, signed or assented to by at least 50 percent of Officers then entitled to receive notice of a Committee meeting, and entitled to vote, is as valid and effective as if it had been passed at a Committee meeting duly convened and held.

14.7.2. Any such resolution may consist of several documents in like form each signed or assented to by one or more Officers entitled to vote.

14.7.3. A copy of any such resolution must be entered in the minute book of Committee proceedings.

14.8. **Other Proceedings**: Except as provided in this clause 14, the Committee may regulate its own procedure.

14.9. **Continuing Officers**: The continuing Officers will comprise the Committee, notwithstanding any vacancy in the number of Officers but if their number is reduced below the number fixed by this Constitution as the minimum number of Officers, the continuing Officers will comprise the Committee only for the purpose of increasing the number of Officers to the minimum number or for summoning a special meeting of the Members.

15. Indemnity and Insurance

The Society is expressly authorised to indemnify and/or insure any Officer or employee against liability for acts or omissions and/or costs incurred in connection with claims relating to the position of an Officer or an employee (as the case may be) provided such indemnity and/or insurance complies with sections 94 to 98 of the Act.

16. Disputes

16.1. **Dispute Process**: This clause 16 sets out a process that must be followed in the event of a Dispute between two or more Members (including Officers), or between any Member(s) and the Society.

16.2. **Issue of Dispute Notice**: A Member, or the Secretary on behalf of the Committee (as the case may be), claiming that a Dispute has arisen must give the other party a written Dispute Notice.

16.3. **Limited Access to Court**: A party to the Dispute must not start court proceedings (except proceedings seeking urgent or interlocutory relief) unless it has first complied with this clause 16.

16.4. **Natural Justice**: All Dispute resolution procedures must be undertaken in a manner that is consistent with the principles and rules of natural justice.

16.5. **Escalation Procedure**: The parties must in good faith attempt to resolve any Dispute by negotiation using the following escalation procedure:

16.5.1. after a Dispute Notice has been given, the parties must first make an honest attempt to resolve the Dispute; and

16.5.2. if the parties cannot resolve the Dispute within 10 Working Days after the Dispute Notice has been given, the parties must appoint a mediator who will then assist the parties to a resolution through mediation. If the parties cannot agree on the appointment of a mediator within five Working Days of the need to appoint such a person, the Chairperson of the Society (or the Committee, if the Chairperson is a party to the Dispute) must appoint a mediator within a further two Working Days.

16.6. **Venue for Resolution**: Any mediation will take place in Christchurch, unless the parties agree otherwise. Alternatively, with the consent of the mediator, a mediation may be conducted remotely provided that each party can hear, and be heard by, each of the other participating parties.

16.7. **Support Person(s)**: Each party may have no more than two support persons attending with them at any stage of the Dispute resolution process provided that any such support person has no right to speak at any proceedings unless agreed to by the other party, and provided further that any such right to speak may be withdrawn by the other party at any stage of the process.

16.8. **Reliance**: If resolution cannot be achieved through mediation either party may seek any relief it considers appropriate in a court of competent jurisdiction provided that the court may take notice of anything said or relied upon by either party at any stage after the Dispute Notice has been issued.

16.9. **Continuing Obligations**: The parties must continue to perform their respective obligations under this Constitution pending the resolution of a Dispute, subject always to any Member's right to terminate their membership of the Society under this Constitution. For the avoidance of doubt, the Committee may not terminate a Member's membership under clause 9.4.1(c) while a Dispute is being dealt with under this clause 16.

16.10. **Costs**: Subject to any direction arising out of any resolution process the parties must share the costs of the resolution process, but must otherwise each pay their own costs of complying with this clause 16.

16.11. **Right to Appeal**: Any Dispute that has been resolved where the Dispute resolution process has complied with this clause 16 cannot be reviewed or appealed except on questions of law. Any Dispute that has been resolved where the Dispute resolution process has not complied with this clause 16 can be reviewed or appealed.

16.12. **Exceptions**: If the Committee forms a view that the complaint described in the Dispute Notice discloses any of the following, the Committee reserves the right to decide whether or not to proceed with the Dispute resolution process described in this clause 16:

(a) the basis of the Dispute is trivial;

(b) the Member involved appears not to have engaged in material misconduct;

(c) the Member's rights or interests have not generally been materially damaged;

(d) the Dispute appears to be without foundation and/or there appears to be a lack of supporting evidence;

(e) the party pursuing the Dispute has an insignificant interest in the matter;

(f) the issue has already previously been investigated and dealt with under the Constitution; or

(g) there has been undue delay in raising the Dispute.

17. Auditing or Review

17.1. **Appointment**: Consistent with its obligations under the Act and under the Charities Act, the Committee may need to appoint a licensed auditor (including a firm of auditors) (**Auditor**), or a reviewing accountant (including a firm of accountants) (**Reviewing Accountant**), from time to time, and:

17.1.1. the Auditor will audit the Society's financial statements with a view to certifying that they show a true and fair view of the Society's financial affairs for the most recently completed Financial Year; or

17.1.2. the Reviewing Accountant will review the Society's financial statements for the most recently completed Financial Year based on terms of reference instructed by the Committee,

provided that the Auditor or the Reviewing Accountant (as the case may be) must be a member of Chartered Accountants Australia and New Zealand, and must not be a Member of the Society or directly associated with the Society in any way.

17.2. **Terms of Reference**: In setting the terms of reference for a review under clause 17.1.2, the Committee must give due consideration to:

17.2.1. the interests of the Society;

17.2.2. the collective interests of the Members;

17.2.3. the number and value of financial transactions incurred during the Financial Year;

17.2.4. the value of assets and liabilities held or incurred during the Financial Year;

17.2.5. the extent of any contingent liability that might attach to the Society during any future Financial Year; and

17.2.6. any other matter(s) that the Committee considers relevant.

17.3. **Certificate**: In addition to any requirement of law or agreement, a certificate evidencing completion of an audit or a review (as the case may be) must be prepared by the Auditor or the Reviewing Accountant (as the case may be), addressed to the Members, and must note any limitations of the audit or the review (if any) and any matter(s) concerning the Society to which the Members should collectively turn their minds.

18. Accounts

18.1. **Books to be Kept**:

18.1.1. The Committee will keep accounting records that comply with the requirements of the Act and of the Charities Act.

18.1.2. The accounting records will be kept at the Society's premises or at such other place or places as the Committee thinks fit, and will always be open for inspection by any

Officer. The right of an Officer to take a copy of the whole or any part of the accounting records will be at the sole and absolute discretion of the Committee.

18.1.3. Subject to section 88 of the Act, the Committee will from time to time determine whether and to what extent, and at what times and places and under what conditions or regulations, the financial statements of the Society (including any certificate(s) issued under clause 17.3) will be open to the inspection of Members not being Officers. No Member (who is not an Officer) will have any right to inspect any account or book or papers of the Society except as conferred by statute or as authorised by the Committee.

18.2. **Bank accounts**: The Committee must maintain one or more bank accounts operated within New Zealand by a registered bank and must ensure that all transactions related to each such bank account are authorised by not fewer than two authorised signatories approved by the Committee from time to time.

18.3. **Annual Report**: The Annual Report (**Annual Report**) will consist of the following:

18.3.1. the financial statements of the Society for the most recently completed Financial Year, prepared under clause 18.4;

18.3.2. the certificate prepared by the Auditor or the Reviewing Accountant (as the case may be) under clause 17.3;

18.3.3. a report, in writing, from the Chairperson outlining the activities of the Society over the period covered by the financial statements; and

18.3.4. any other report that the Committee considers to be in the interests of Members.

18.4. **Information to Members**: The Committee will ensure that the financial statements for the Society's most recently completed Financial Year are presented and available for discussion at each annual Members' meeting under section 86 of the Act. A Member may request, under section 88 of the Act and by written request to the Committee at any time, and the Committee must provide without cost and within a reasonable period of time, a copy of the most recently presented financial statements for the most recently completed Financial Year, and/or the minutes of the most recently completed general Members' meeting.

19. Amendments to Constitution

19.1. **Power to Repeal or Amend**: The Members may, by way of a Special Resolution passed at a general Members' meeting or at a special Members' meeting called for the purpose, agree to repeal or amend (whether by way of substitution, deletion or addition) this Constitution, or any part of it.

19.2. **Void and of No Effect**: A repeal or amendment to the Constitution, or any part of it, that derogates from, or in any way compromises, the Charitable Purposes of the Society will be void and of no effect.

19.3. **Charities Commission**: A copy of any amended or replacement Constitution must be registered on the Charities Register as soon as reasonably practicable.

20. Execution of Contracts

20.1. **Execution Requirements**: A contract or other enforceable obligation may be entered into by the Society as follows:

20.1.1. an obligation which, if entered into by a person, would by law be required to be by deed, may be entered into on behalf of the Society in writing signed under the name of the Society by:

(a) two Officers; or

(b) an attorney appointed by the Society under clause 20.2 below, whose signature must be witnessed;

20.1.2. an obligation which, if entered into by a person, is by law required to be in writing, may be entered into on behalf of the Society in writing by a person acting under the Society's express or implied authority; and

20.1.3. an obligation which, if entered into by a person, is not, by law, required to be in writing, may be entered into on behalf of the Society in writing or orally by a person acting under the Society's express or implied authority.

20.2. **Appointment of Attorney**: The Society may, by an instrument in writing executed under clause 20.1.1, appoint a person (who need not be a Member) as its attorney either generally or in relation to a specified matter or matters. Any act of the attorney under the instrument will bind the Society.

21. Dissolution and Liquidation

21.1. **Dissolution**: The Members may, by way of a Special Resolution passed at a special meeting called for the purpose, agree to dissolve the Society and appoint a liquidator. Alternatively, if one or more of the circumstances described in section 210 of the Act apply, the High Court may appoint a liquidator.

21.2. **Division of Assets**: If the Society is liquidated (whether under clause 21.1 or as a result of a process of law), the liquidator must, subject to the payment of all known debts and liabilities and subject to any sanction required by the Act, distribute the surplus assets of the Society (whether they consist of property of the same kind or not) to one or more societies within New Zealand that:

21.2.1. are registered under the Act;

21.2.2. are registered under the Charities Act; and

21.2.3. have charitable purposes similar to the Society's Charitable Purposes,

provided that the liquidator must give consideration to, and as far as practicable implement, the distribution of surplus assets to any recipient society suggested by the Members' meeting held under clause 21.1.

21.3. **Direction of Registrar**: In the event that each of the requirements of clause 21.2 is not met, the surplus assets of the Society will be distributed under the direction of the Registrar.

21.4. **Liability of Members**: No Member is liable for any debts or other liability of the Society by virtue only of his or her membership.

22. Removal from the Register

If the Society:

22.1. has ceased to carry on business, discharged in full its liabilities to all known creditors, and distributed its surplus assets under either clause 21.2 or clause 21.3, or

22.2. has no surplus assets after paying its debts in full or in part, and no creditor has applied to the court for an order putting the Society into liquidation,

a representative, acting on power given to him or her by the Committee, may request the Registrar to remove the Society from the New Zealand register.

We confirm that the initial version of this Constitution was originally adopted by the Members at the Annual General Meeting held at Christchurch on the 27th day of March 2025, and that this version now includes amendments that were adopted by Members at a Special General Meeting held at Christchurch on the 22nd day of October 2026.

Member JULIANNE HUTTON

Member

Claire Hobbs