

Constitution Rules

Introductory rules

1. Name

The name of the RVResidents is The Retirement Village Residents' Association of New Zealand Incorporated (in these **Rules** referred to as the '**RVResidents**')

The executive may from time to time determine an appropriate acronym for use as an abbreviation of the Association's name, currently "RVResidents" but sometimes referred to as "RVR" which acronym should be discouraged.

2. Charitable status

The **RVResidents** is already registered as a charitable entity under the Charities Act 2005.

3. Definitions

In these **Rules**, words have the meaning set down in the Act. If a term is not defined in the Act, then that term has the meaning given to it in the Incorporated Societies Act 2022. In all other instances, unless the context requires otherwise, the following words and phrases have the following meanings:

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

'**Annual General Meeting**' means a meeting of the **Members** of the **RVResidents** held once per year which, among other things, will receive and consider reports on the **RVResidents'** activities and finances.

'**President**' means the **Executive Member** responsible for, among other things, overseeing the governance and operations of the **RVResidents** and chairing **General Meetings**.

'**Chief Executive**' means a person duly appointed in that role.

'**Executive**' means the **RVResidents'** governing body. The '**Executive**' may nominate up to 3 (three) of its members as a **Management Team** that may conduct and take urgent business decisions during the periods between regular Executive meetings. Any actions of the **Management Team** shall be ratified at the next full Executive meeting.

'**Executive Member**' means a member of the **Executive**, including the **President**.

'Vice President' means the **Executive Member** elected or appointed to deputize in the absence of the Chair/President.

'Financial Member' is a **'Member'** who is up to Date with subscriptions.

'General Meeting' means either an **Annual General Meeting** or a **Special General Meeting** of the **RVResidents**.

'Interested Member' means a member who is interested in a matter for any of the reasons set out in section 62 of the Incorporated Societies Act 2022.

'Interests Register' means the register of interests of Officers, including **Executive Members**, kept under these **Rules**.

'Matter' means—

- a. the RVResidents' performance of its activities or exercise of its powers; or
- b. an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **RVResidents**.

'Member' means a person properly admitted to the **RVResidents** who has not ceased to be a member of the **RVResidents**.

'Notice' to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.

'Register of Members' means the register of **Members** kept by the **Registrar** under these **Rules**.

'Registrar' means the person appointed by the Executive and shall keep a Membership Register of Members recording their details as provided herein after (including the retirement village in which the Member resides), and such other details as they deem necessary. The ClubHub system or any other appropriate system shall be used for this purpose.

'Rules' means the rules in this document.

'Secretary', means the person responsible for arranging all meetings and recording the minutes of **General Meetings** and **Executive** meetings and appointed by the **Executive**.

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

'Treasurer' means the **person** responsible for, among other things, overseeing the finances of the **RVResidents**.

'Working Days' means as defined in the Legislation Act 2019. Examples of days that are not **Working Days** include, a Saturday, a Sunday and any day observed as a Public Holiday.

4. Purposes

The **RVResidents** is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely:

- a. benefit the community by advancing the rights and obligations of Retirement Village Residents
- b. Any income, benefit, or advantage must be used to advance the charitable purposes of the **RVResidents**.

No **Interested Member** is allowed to take part in, or influence any decision made by the **RVResidents** in respect of payments to, or on behalf of, the **Interested Member** of any income, benefit, or advantage.

Any payments made to an **Interested Member** must be for goods and services that advance the charitable purpose and must be reasonable and comparable to payments that would be made between unrelated parties.

5. Act and Regulations

Nothing in this Constitution authorises the **RVResidents** to do anything which contravenes or is inconsistent with the Act, any regulations made under the Act, or any other legislation.

6. Registered office

The Registered Office of the **RVResidents** shall be at such place in New Zealand as the **Executive** from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Act.

7. Power to borrow money

The **RVResidents** has the power to borrow money.

8. Other powers

8.1. Establishing Regional Committees and Groups

- a. The **Executive** has the power to divide the country into regions to facilitate operational management, better communication, and administration of **RVResidents**.
- b. Regions shall operate according to the regional rules approved by the **Executive** and which may be amended by the Executive from time to time.

8.2. In addition to its statutory powers

RVResidents may (subject to exercising the care and skill that a prudent person of business would exercise in managing the affairs of others) for the purposes of carrying on any operation within the scope of its objects:

- a. use its funds to pay the costs and expenses to advance or carry out its objects,
- b. employ or contract with such people as may be appropriate, and
- c. invest in any investment.

9. Members

9.1. Minimum number of members

The **RVResidents** shall maintain the minimum number of **Members** required by the **Act**.

9.2. Types of members

The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

- a. **Member:** A **Member** is an individual who must be a resident of a registered Retirement Village admitted to membership under these **Rules** and who or which has not ceased to be a **Member**. Members who have joined for a five-year membership who shall be known as '**Silver Members**' or a ten-year membership who shall be known as '**Platinum Members**'
- b. **Life Member** is a person honoured for highly valued services to the **RVResidents** elected as a **Life Member** by resolution of a **General Meeting** passed by a simple majority of those **Members** present and voting. A **Life Member** shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying contributions.
- c. **Honorary Member:** An **Honorary Member** is a person honoured for services to the **RVResidents** or in an associated field elected as an **Honorary Member** by resolution of a **General Meeting** passed by a simple majority of those present and voting. An **Honorary Member** has no membership rights, privileges, or duties.
- d. An **Associate Member** is a person who is not an existing resident in a retirement village but wishes to participate as a member by paying the **Associate Member** applicable annual subscription but shall only be entitled to all general information disseminated by the Association but no voting rights.
- e. **Other Classes.** The **Executive** may from time to time approve any other class of membership including group membership.

9.3. Becoming a member: consent

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

9.4. Becoming a member: process

An applicant for membership may submit a signed application form or apply on-line by ticking the consent box and supplying any information, as may be reasonably required by the **Executive** regarding an application for membership.

The **Executive** may accept or decline an application for membership. The **Executive** must advise the applicant of its decision (but is not required to provide reasons for that decision).

9.5. Obligations and rights

Every **Member** shall provide the **RVResidents** with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **RVResidents** of any changes to those details.

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

9.6. Other obligations and rights

- a. All **Members** (including **Executive Members**) shall promote the interests and purposes of the **RVResidents** and shall do nothing to bring the **RVResidents** into disrepute.
- b. A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **RVResidents'** premises, facilities, equipment and other property) if all contributions and any other fees have been paid to the **RVResidents** by their respective due dates, but no **Member** or Life **Member** is liable for an obligation of the **RVResidents** by reason only of being a **Member**.
- c. The **Executive** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **RVResidents**, including any conditions of and fees for such access or use.

9.7. Contributions and fees

- a. The annual contribution and any other fees for membership from time to time, shall be set by resolution of the **Executive** (at which it may also be decided whether payment can be made by periodic instalments).
- b. A **Member's** renewal date will run for twelve (12) months from the joining date which shall be known as the anniversary date. A **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within Three (3) calendar month(s) of the date the same was due for payment shall be considered as un-financial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **RVResidents** activity or to access or use the **RVResidents'** premises, facilities, equipment and other property until all the arrears are paid.

- c. If such arrears are not paid within four (4) calendar months of the due date for payment of the subscription, any other fees, or levy the **Executive** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

9.8. Ceasing to be a member

A **Member** ceases to be a **Member**:

- a. on death (or if a body corporate on liquidation or deregistration, or if a partnership on dissolution of the partnership), or
- b. by resignation from that **Member's** class of membership by notice to the **registrar**, or
- c. on termination of a **Member's** membership under these **Rules** with effect from (as applicable):
 - i. the date of death of the **Member** (or if a body corporate from the date of its liquidation or deregistration, or if a partnership from the date of its dissolution), or
 - ii. the date of receipt of the notice of resignation by the **Secretary** or **Registrar** (or any subsequent date stated in the notice of resignation), or
 - iii. the date of termination of membership under these **Rules**, or
 - iv. the date specified in a resolution of the **Executive**.

9.9. Obligations on resignation

A **Member** who resigns or whose membership is terminated under these **Rules**:

- a. remains liable to pay all contributions and other fees to the **RVResidents** up to the next balance date
- b. shall cease to hold himself or herself out as a **Member** of the **RVResidents**, and
- c. shall return to the **RVResidents** all material provided to **Members** by the **RVResidents** (including any membership certificate, badges, handbooks and manuals).
- d. shall cease to be entitled to any of the rights of a **RVResidents Member**.

9.10. 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**.

However, if a former **Member's** membership was terminated following a dispute resolution process, the applicant may be re-admitted only by a **General Meeting** on the recommendation of the **Executive**.

10. General meetings

10.1. Annual General Meetings

An **Annual General Meeting** shall be held once a year on a date determined by the **Executive** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.

10.2. Annual General Meetings: business

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

- a. confirm the minutes of previous **RVResidents** Meeting(s),
- b. adopt the annual reports on **RVResidents** business,
- c. adopt the **Treasurer's** report on the finances of the **RVResidents**, and the annual financial statements,
- d. elect the new **Executive**,
- e. consider any motions,
- f. consider any general business.

The **Executive** must, at each **Annual General Meeting**, present the following information:

- a. an annual report on the affairs of the **RVResidents** during the most recently completed accounting period,
- b. the annual financial statements for that period, and
- c. notice of any disclosures of conflicts of interest made by **Executive Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

10.3. Special General Meetings

Special General Meetings may be called at any time by the **Executive** by resolution. The **Executive** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 20 **Members**. Such a request may be sent by way of an email. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

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

10.4. Procedure

The **Executive** shall give all **Members** at least Twenty-one (21) **Working Days**' Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

The **General Meeting** and its business will not be invalidated simply because one or more **Members** did not receive the **Notice** of the **General Meeting**.

All financial **Members** may attend, speak, and vote at **General Meetings**:

- a. in person, or
- b. by a signed original written proxy (an email or copy will be acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, or emailed a copy to the **Secretary** before the commencement of the **General Meeting**, or
- c. through the authorised representative of a body corporate as notified to the **Secretary**, and
- d. No other proxy voting shall be permitted.

No **General Meeting** may be held unless at least 20 eligible financial **Members** attend. This will constitute a quorum.

If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Chair/President** of the **RVResidents**, and if at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

- a. **General Meetings** may be held in a face-to-face manner at a venue elected by the Executive or at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each member a reasonable opportunity to participate.
- b. All **General Meetings** shall be chaired by the **President**. If the **President** is absent, the meeting shall elect another **Executive Member** to chair that meeting.
- c. Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.
- d. Any person chairing a **General Meeting** may:
 - i. With the consent of the **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
 - ii. Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting, and
 - iii. In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.
- e. The **Executive** may put forward motions for the **RVResidents** to vote on ('**Executive Motions**'), which shall be notified to Members with the notice of the **General Meeting**.

- f. Any **Member** may request that a motion be voted on (**'Member's Motion'**) at a **General Meeting**, by giving notice to the **Secretary** at least ten (10) **Working Days** before that meeting. The **Member** may also provide information in support of the motion (**'Member's Information'**).

10.5. Voting procedure

Voting required for any **General Meeting** held by way of using any real-time audio, audio and visual, or electronic communication, shall be carried out by way of an on-line method determined by the **Executive** from time to time and shall be done within fourteen (14) working days before the meeting date.

10.6. Minutes

Minutes must be kept by the **Secretary** of all **General Meetings**.

11. Executive

11.1. Composition

The **Executive** will consist of no more than six (6) **Executive Members** who are:

- a. **Members**, including no more than two **Associate Members**; and
- b. natural persons; and
- c. not disqualified by these **Rules** or the **Act**

When **Associate Members** are elected on the **Executive**, they shall have the same voting power as other **Executive Members**.

The **Chairperson** shall have a casting vote if there is an equality of votes.

The **Executive** will include:

- a. a **President**,
- b. a **Vice President** or upon a special request by the **Executive**, then two may be elected,
- c. not fewer than two (2) or more than three (3) other **Executive Members**

11.2. Qualifications

Prior to election or appointment, every **Executive Member** must consent in writing to be an **Executive Member** and certify in writing that they are not disqualified from being appointed or holding office as an **Executive Member** by these **Rules** or the **Act**.

The following persons are disqualified from being appointed or holding office as an **Executive Member**:

- a. a person who is under 16 years of age,
- b. a person who is an undischarged bankrupt,
- c. a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
- d. a person who is disqualified from being a member of the **Executive** of a charitable entity under section 31(4)(b) of the Charities Act 2005,
- e. a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 - i. an offence under subpart 6 of Part 4, of the Act
 - ii. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961),
 - iii. an offence under section 143B of the Tax Administration Act 1994,
 - iv. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii),
 - v. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere.
- f. a person subject to:
 - i. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003, or
 - ii. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
 - iii. a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.
- g. a person who is otherwise disqualified from being a member of the **Executive** of a charitable entity under section 16 of the Charities Act 2005.

11.3. Election or appointment

The election of **Executive Members** shall be conducted as follows;

- a. **Executive Members** shall be elected during **Annual General Meetings** arranged in accordance with the procedure set out under rule 10.4 However, if a vacancy in the position of any **Executive Member** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Executive** (and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as an **Executive Member** by these **Rules** or the **Act**).
- b. A candidate's written nomination, accompanied by the written consent of the nominee (who must be a financial member) with a certificate that the nominee is not disqualified from being appointed or holding office as an **Executive Member** by these **Rules** or the **Act**, shall be received by the **Secretary** at least fourteen (14) **Working Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.

- c. Votes shall be cast in such a manner as the person chairing the Meeting determines. In the event of any vote being tied, the tie shall be resolved by the incoming **Executive** (excluding those in respect of whom the votes are tied).
- d. Two **Members** (who are not nominees) appointed by the **President** shall act as scrutineers for the counting of the votes whether on-line or not and destruction of any voting papers and confirm the result.
- e. The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.

11.4. Term

The term of office for all **Executive Members** shall be one (1) year, expiring at the end of the **Annual General Meeting** the year corresponding with the last year of each **Executive Member's** term of office.

A **President** shall preferably not serve for more than three (3) consecutive years as **President**.

No time limits are set for other **Executive Members**.

11.5. Removal

Where a complaint is made about the actions or inaction of an **Executive Member** (and not in the **Executive Member's** capacity as a Member of the **RVResidents**) the following steps shall be taken:

- a. The **Executive Member** who is the subject of the complaint, must be advised of all details of the complaint.
- b. The **Executive Member** who is the subject of the complaint, must be given adequate time to prepare a response.
- c. The complainant and the **Executive Member** who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing or at an oral hearing by the **Executive** (excluding the **Executive Member** who is the subject of the complaint) if it considers that an oral hearing is required.
- d. Any oral hearing shall be held by the **Executive** (excluding the **Executive Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the **Executive** (excluding the **Executive Member** who is the subject of the complaint).

If the complaint is upheld the **Executive Member** may be removed from the **Executive** by a resolution of the **Executive** or of a **General Meeting**, in either case passed by a two-thirds majority of those present and voting.

11.6. Cessation of Executive membership

An **Executive Member** shall be deemed to have ceased to be an **Executive Member** if that person ceases to be a **Member or Associate Member**.

Each **Executive Member** shall within fourteen (14) **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers, and other property of the **RVResidents** held by such former **Executive Member**.

12. Executive Functions

From the end of each **Annual General Meeting** until the end of the next, the **RVResidents** shall be governed by the **Executive**, which shall be accountable to the **Members** for the advancement of the **RVResidents'** purposes and the implementation of resolutions approved by any **General Meeting**.

12.1. Officers' duties

At all times each **Executive Member**:

- a. shall act in good faith and in what he or she believes to be the best interests of the **RVResidents**,
- b. must exercise all powers for a proper purpose,
- c. must not act, or agree to the **RVResidents** acting, in a manner that contravenes the **Act** or these **Rules**,
- d. when exercising powers or performing duties as an **Executive Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of the **RVResidents**, the nature of the decision, the position of the **Executive Member** and the nature of the responsibilities undertaken by him or her,
- e. must not agree to the activities of the **RVResidents** being carried on in a manner likely to create a substantial risk of serious loss to the **RVResidents** or to the **RVResidents'** creditors, or cause or allow the activities of the **RVResidents** to be carried on in a manner likely to create a substantial risk of serious loss to the **RVResidents** or to the **RVResidents'** creditors, and
- f. must not agree to the **RVResidents** incurring an obligation unless he or she believes at that time on reasonable grounds that the **RVResidents** will be able to perform the obligation when it is required to do so.

12.2. Powers

Subject to these **Rules** and any resolution of any **General Meeting** the **Executive** may:

- a. exercise all the **RVResidents'** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **RVResidents** in **General Meeting**, and
- b. enter into contracts on behalf of the **RVResidents** or delegate such power to an **Executive Member**, sub-Executive, employee, or other person.

12.3. Sub-Executives/ Teams

The **Executive** may appoint sub-Executives consisting of such persons (whether or not **Members** of the **RVResidents**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Executive**:

- a. the quorum of every sub-Executive is half the members of the sub-Executive but not less than two (2),
- b. no sub-Executive shall have power to co-opt additional members,
- c. a sub-Executive must not commit the **RVResidents** to any financial expenditure without express authority, and
- d. a sub-Executive must not further delegate any of its powers,
- e. Sub-Executives shall keep proper minutes of meetings and publish to the **Executive**
- f. Sub-Executives shall be referred to as **Teams** e.g. Financial Team.

12.4. General issues

The **Executive** and any sub-Executive may act by resolution approved in the course of a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Executive** meeting.

Other than as prescribed by the **Act** or these **Rules**, the **Executive** or any sub-Executive may regulate its proceedings as it thinks fit.

Subject to the **Act**, these **Rules** and the resolutions of **General Meetings**, the decisions of the **Executive** on the interpretation of these **Rules** and all matters dealt with by it in accordance with these **Rules** and on matters not provided for in these Rules shall be final and binding on all **Members**.

12.5. Conflicts of interest

An Officer or a member of the **Executive** and/or member of a sub-Executive who is an **Interested Member** in respect of any matter being considered by the **RVResidents**, must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):

- a. to the **Executive** and or sub-Executive; and
- b. in an **Interests Register** kept by the **Executive**.

Disclosure must be made as soon as practicable after the member of the **Executive** and/or sub-Executive becomes aware that they are interested in the matter.

A member of the **Executive** and/or sub-Executive who is an **Interested Member** regarding a matter:

- a. must not vote or take part in the decision of the **Executive** and/or sub-Executive relating to the matter; and

- b. must not sign any document relating to the entry into a transaction or the initiation of the matter; but
- c. may take part in any discussion of the **Executive** and/or sub-Executive relating to the matter and be present at the time of the decision of the **Executive** and/or sub-Executive (unless the **Executive** and/or sub-Executive decides otherwise).

However, a member of the **Executive** and/or sub-Executive who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

Where fifty (50) per cent or more of **Executive Members** are prevented from voting on a matter because they are interested in that matter, a **Special General Meeting** must be called to consider and determine the matter, unless all non-interested members agree otherwise, and where fifty (50) per cent or more of the members of a sub-Executive are prevented from voting on a matter because they are interested in that matter, the **Executive** shall consider and determine the matter.

13. Executive meetings

13.1. Frequency

The **Executive** shall meet at least quarterly at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **President** or **Chief Executive Officer** or **Secretary**.

13.2. Procedure

- a. The quorum for Executive meetings is at least 3 (three) Executive Members.
- b. The Treasurer will provide a report to the meeting of the Association's financial position.

14. Records

14.1. Register of Members

The **Registrar** 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 these **Rules** or prescribed by Regulations under **the Act**.

14.2. Contents of Register of Members

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

- a. phone number (landline and/or mobile)
- b. email address (if any)
- c. whether the **Member** is financial or unfinancial

Every **Member** shall promptly advise the **Registrar** of any change of their contact details.

15. Finances

15.1. Control and management

The funds and property of the **RVResidents** shall be:

- a. controlled, invested, and disposed of by the **Executive**, subject to these **Rules**, and
- b. devoted solely to the promotion of the objects and purposes of the **RVResidents**.

15.2. Balance date

The **RVResidents'** financial year shall commence on 01 April of each year and end on 31 March (the latter date being the **RVResidents'** balance date).

16. Dispute resolution

16.1. Raising disputes

Any grievance by a **Member**, and any complaint by anyone, is to be lodged by the complainant with the **Secretary** in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All **Members** (including the **Executive**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **RVResidents'** activities.

The complainant raising a grievance or complaint, and the **Executive**, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

The resolution of all disputes must be conducted in a manner that is consistent with natural justice.

16.2. Investigating disputes

This rule concerns any grievances of members relating to their rights and interests as **Members**, and any complaints concerning the alleged conduct or discipline of members, collectively referred to as “disputes.”

These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.

Rather than investigate and deal with any grievance or complaint, the **Executive** may:

- a. appoint a sub-Executive to deal with the same, or
- b. refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied.

The **Executive** or any such sub-Executive or person considering any grievance or complaint is referred to hereafter as the "decision-maker".

The decision-maker:

- a. shall consider whether to investigate and deal with the grievance or complaint, and
- b. may decline to do so (for instance, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to **Members'** interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the **RVResidents**).

Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:

- a. The complainant and the **Member**, or the **RVResidents** which is the subject of the grievance, must be advised of all details of the grievance.
- b. The **Member**, or the **RVResidents** which is the subject of the grievance, must be given an adequate time to prepare a response.
- c. The complainant and the **Member**, or the **RVResidents** whichever is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- d. Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:

- a. The complainant and the **Member** complained against must be advised of all allegations concerning the **Member**, and all details of the complaint.
- b. The **Member** complained against must be given an adequate time to prepare a response.

- c. The **Member** complained against must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.
- d. Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

A **Member** may not make a decision on or participate as a decision-maker regarding a grievance or complaint, if two (2) or more **Executive Members**, or the decision-maker, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a predetermined view. Such a decision must consider the context of the **RVResidents** and the particular case and may include consideration of facts known by the other **Members** about the decision-maker, so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially.

16.3. Resolving disputes

The decision-maker may:

- a. dismiss a grievance or complaint, or
- b. uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the **RVResidents** and **Members** shall comply),
- c. uphold a complaint and:
 - i. reprimand or admonish the **Member**, and/or
 - ii. suspend the **Member** from membership for a specified period, or terminate the **Member's** membership, and/or
 - iii. order the complainant (if a **Member**) or the **Member** complained against, to meet any of the **RVResidents'** reasonable costs in dealing with a complaint.

17. Winding up

17.1. Process

The **RVResidents** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.

The **Secretary** shall give **Notice** to all **Members** of:

- a. the proposed motion to wind up the **RVResidents** or remove it from the Register of Incorporated Societies, and
- b. the **General Meeting** at which any such proposal is to be considered,
- c. the reasons for the proposal, and
- d. any recommendations from the **Executive** in respect to such notice of motion.

Any resolution to wind up the **RVResidents** or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.

17.2. Surplus assets

If the **RVResidents** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property remains after the settlement of the **RVResidents'** debts and liabilities, that property must be given or transferred to another organisation for a similar charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

18. Alterations to the Rules

18.1. Amending these Rules

The **RVResidents** may amend, add to or replace these **Rules** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting.

Any proposed motion to amend or replace these **Rules** shall be signed by at least fifteen (15) eligible **Members** or alternatively the **Executive** may propose a motion approved by 60% of the members serving on the **Executive**. The Proposed motion shall be given in writing to the **Secretary** at least (21) **Working Days** before the **General Meeting** at which the motion is to be considered and accompanied by a written explanation of the reasons for the proposal, provided that rule 17.2 **Surplus Assets**, may never be amended.

At least ten (10) **Working Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Executive** has.

When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in **the Act** for registration and shall take effect from the date of registration.

When an amendment is approved by a **General Meeting** it shall be provided to Charities Services within 3 months of the date of the amendment.

18.1. Minor or technical amendments

Article 31 of the Incorporated Societies Act will apply should minor or technical amendments be required.

19. Other

19.1. Contact person

The **RVResidents** shall have at least one but no more than three contact person(s) whom the Registrar of Incorporated Societies or the Charities Commission can contact when needed.

The **RVResidents'** contact person must be:

- a. At least 18 years of age, and
- b. An Officer, and
- c. Ordinarily resident in New Zealand, and

- d. Not disqualified under the Act from holding that office, and
- e. Include the **Secretary**

Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within twenty (20) **Working Days** of that change occurring, or the **RVResidents** becoming aware of the change.

19.2. Bylaws

The **Executive** from time to time may make and amend bylaws, and policies for the conduct and control of **RVResidents** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with the **Act**, regulations made under the **Act**, or these **Rules**.