

Te Huinga Society Incorporated Rules

Introductory rules

Name

The name of Te Huinga is Te Huinga Society Incorporated (in these rules, referred to as **Te Huinga**).

Definitions

In this **Constitution**, words have the meaning set down in the Act. In all other instances, unless the context requires otherwise, the following words and phrases have the following meanings:

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

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

'Chair' means the **Hapu Representative** elected to, among other things, chair all meetings of Te Huinga.

'Chair (Deputy)' means the **Hapu Representative** elected to, among other things, chair meetings of **Te Huinga** in the absence of the Chair.

'Committee' means the **collective of Hapu Representatives** of **Te Huinga**.

'Executive Committee' means the Committee responsible and Accountable for the Governance of Te Huinga, and consists of the Chair, Deputy Chair, Secretary, Treasurer, and the Committee.

'General Meeting' means an **Annual General Meeting**, a **Special General Meeting**, or an **Executive Committee Meeting** of **'Te Huinga'**.

'Special General Meeting' means a meeting other than an **Annual General Meeting**, or an **Executive Committee Meeting**, called for a specific purpose or purposes.

'Hapū' means a tribe or subtribe - a section of a large kinship group and the primary (political unit) in a traditional Maori Society who share descent from common ancestors.

‘Hapu Representative’ means a person or persons authorised, and notified to the **Secretary**, to represent the **Member** (Hapu).

‘(Hapu) Alternate Representative’ means a person authorised, and notified to the Secretary, to represent the **Member** (Hapu) in the absence (only) of the **Hapu Representative**.

‘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 **Members**. kept under these **Rules**.

‘Matter’ means.

1. **Te Huinga’s** performance of its activities or exercise of its powers; or
2. an arrangement, agreement, or contract (a transaction) made or entered into, and or proposed to be entered, by **Te Huinga**.

‘Member’ means a Hapū within the Whangarei District Council boundaries properly admitted to **Te Huinga** who has not ceased to be a member of **Te Huinga**.

‘Notice’ means communication and or information sent to Hapu Representatives, and includes any notice given by post, courier, or email; and the **failure** for any reason of any Hapu Representative to not receive such **Notice** shall not invalidate any meeting or its proceedings or any election, unless the **non-notice was caused by the author**.

‘Register of Members’ means the register of **Members** kept under these **Rules**.

Roles of Office means the following positions **Chair, Deputy Chair, Secretary and Treasurer**.

‘Rules’ means the rules in this document.

‘Secretary’ means the **Hapu Representative** elected to, among other things, keep the **Register of Members**, the **Register of Interests**, and the recording of minutes of all **General Meetings**.

‘Treasurer’ means the **Hapu Representative** elected to, among other things, oversee the finances of **Te Huinga**.

‘Working Days’ means as defined in the Legislation Act 2019. Examples of days that are not **Working Days** include, but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday, Te Rā Aro ki a Puanga Matariki Observance Day, and Labour Day or any other public holiday.

Purposes

Te Huinga is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely:

- to advance Hapū wellbeing within the Whangarei District,
- and to provide a bridge between Hapū and Whangarei District Council and any other agencies of the Crown.

Any income, benefit, or advantage must be used to advance the charitable purposes of **Te Huinga**.

No **Interested Member and or its representative** are permitted to take part in, or influence any decision made by **Te Huinga** in respect of payments to, or on behalf of, the **Interested Member and or it's representative** of any income, benefit, or advantage.

Any payments made to an **Interested Member and or its representative** 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.

Culture

The culture of **Te Huinga** is as follows:

Vision:

To work together in good faith, with humility and authenticity.

Statement of Principles:

It is through whakapapa that, He Whakapūtanga o Te Rangatiratanga o Nu Tireni (Declaration of Independence – 1835) and Te Tiriti o Waitangi, 1840 and the 'Principles Of Te Tiriti' provides the foundational doctrines of authority and partnership that are being sought after by the hapū of Whangarei as the relationship develops with the territorial authorities.

Values:

Tikanga Māori: Cultural authenticity

Whakapapa: Our binding cords

Whanaungatanga: Closeness and depth of our relationships

Mana me Whakaiti: Humility, prestige, authority

Manaakitanga: Community, collaboration, generosity

Kaitiakitanga: Guardianship and protection, Trust, Honesty, and Respect

These **Rules** shall be interpreted having regard to that tikanga or culture.

Act and Regulations

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

Registered office

The Registered Office of **Te Huinga** shall be at such place in New Zealand as **The Executive Committee** 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.

Power to borrow money.

Te Huinga does not have the power to borrow money.

Other powers

In addition to its statutory powers, **Te Huinga** 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:

- use its funds to pay the costs and expenses to advance or carry out its objects,
- employ or contract with such people as may be appropriate, in accordance with the relevant policies.

Members

Minimum number of members

Te Huinga shall maintain the minimum number of **Members** required by the **Act**.

Types of members

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

- **Hapū Member:** A Hapū Member is any Hapū within the Whangarei District boundaries admitted to membership under these **Rules** and who or which has not ceased to be a **Member**.

Becoming a Hapu member: consent

Every request for membership must be confirmed in writing to becoming a **Member**.

Becoming a member: process

Every request for membership must have:

1. completed and sign a registration form as prescribed by Te Huinga; and
2. supply a notice of motion from a hapū hui confirming and approving membership; and
3. provide supporting evidence that a hapū hui occurred; and
4. provide a signed letter from kaumatua supporting membership; and
5. attend a hui, as may be reasonably required by the Executive Committee regarding the request for membership.

The **Executive Committee** may accept or decline a request for membership. The **Secretary** must advise the Requestor of its decision and is required to provide reasons for that decision.

Obligations and rights

Every **Member** shall provide to the Secretary of **Te Huinga**:

1. **the Members** name and contact details (including telephone number(s) and any email address) and promptly advise **Te Huinga** of any changes to those details.

Membership does not confer on any **Member** or their **Hapu Representatives** any right, title, or interest (legal or equitable) in the property of **Te Huinga**.

Other obligations and rights

All **Members, Hapu Representatives** and any other parties that have a responsibility to Te Huinga shall promote the interests and purposes of **Te Huinga** and shall do nothing to bring **Te Huinga** into disrepute.

All Members (Hapu) shall provide the **Secretary** with the name and contact details, (including telephone number(s) and any email address), of the person who is the authorised representative, and that person shall be deemed to be the Member's (Hapu) proxy for the purposes of voting at **all Meetings**.

The **Executive Committee** may decide what access or use **Members (Hapu)** and their Hapu Representatives, may have access of, or to any premises, facilities, equipment, or other property owned, occupied, or otherwise used by Te Huinga, including any conditions of and fees for such access or use.

Ceasing to be a member

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

1. by resignation from that **Member's** class of membership by notice to the **Secretary**, or
2. on termination of a **member's** membership under these **Rules** with effect from (as applicable):
3. the date of receipt of the notice of resignation by the **Secretary** (or any subsequent date stated in the notice of resignation), or
4. the date of termination of membership under these **Rules**, or
5. the date specified in a resolution of **The Executive Committee**.

Obligations on resignation

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

- shall cease to hold **themselves** out as a **Member** of **Te Huinga**, and
- shall return to Te Huinga all materials provided to **Members** by Te Huinga (including any membership certificate, badges, handbooks and manuals).

Becoming a member again

Any former **Member** may request re-admission in the manner prescribed for new members and may be re-admitted only by resolution of the **Committee**.

However, if a former **Member**'s membership was terminated following a dispute resolution process, the **Member** may be re-admitted only by recommendation of the **Disputes Committee**.

General meetings

Annual General Meetings

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

Annual General Meetings: business

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

- confirm the minutes of previous **Te Huinga AGM Meeting**,
- present the annual report on **Te Huinga** business,
- present the **Treasurer**'s report on the annual finances of **Te Huinga**, and the annual financial statements, as required under the Act, any regulations made under the Act, or any other legislation,
- consider any motions,
- consider any general business.

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

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

Special General Meetings

Special General Meetings may be called at any time:

- by the **Executive Committee** by resolution.
- by the Executive Committee if the **Secretary** receives a written request signed by at least 30 per cent of the **Committee**.

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 Committee's** resolution or the written request by the **Committee** for the Meeting.

Procedure

The Executive Committee shall give at least 5 '**Working Days**', (including set calendar dates), notice of any **General Meeting** and or the business to be conducted at that **General Meeting**.

The **General Meeting** and its business will not be invalidated simply because one or more of the **Committee** do not receive the **Notice** of the **General Meeting** unless the **non-notice was caused by the author**.

Voting, at **General Meetings**, shall be carried out by the **Executive Members**:

- in person, or
- by way of audio video link, or
- by proxy.

All **Members** shall be entitled to one vote only.

No **General Meeting** may be held unless at least 51 percent of eligible **Members** attend, and this shall include at least the Chair, deputy chair and or the Secretary. This will constitute a quorum.

If, within half an hour after the time appointed for a meeting a quorum is not met:

1. the meeting – if convened upon request of **Members** – shall be dissolved.
2. in any other case it shall stand adjourned to a day, time and place determined by the **Executive Committee**, and
3. 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.

General Meetings may be held 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.

All **General Meetings** shall be chaired by the **Chair**. If the **Chair** is absent, the **Deputy Chair** shall chair that meeting, in the case of the Chair and Deputy Chair being absent the remaining Executive Committee in attendance shall nominate a chair for the purpose of the meeting.

Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, no casting vote shall apply to allow fair and equal voting.

Any person chairing a **General Meeting** may:

1. Upon obtaining the agreement of the attendees, it is permissible to adjourn the General Meeting periodically and relocate it as necessary. However, it is important to note that any business conducted during adjourned meetings should solely pertain to the unfinished matters carried over from the original meeting, and no new or unrelated business should be introduced,
2. 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
3. In the absence of a quorum or in the case of an emergency, adjourn the Meeting or declare it closed.

The **Executive Committee** may put forward motions for **Te Huinga** to vote on, which shall be notified to the **Members Representatives** with the notice of the **General Meeting**.

Minutes

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

Executive Committee

Composition

The Executive **Committee** will consist of persons who are:

- **Authorised Representatives** (as notified to the Secretary); and
- natural persons; and
- not disqualified by these **Rules** or the **Act**.

The Executive **Committee** shall include a:

- **Chair,**
- **Deputy Chair,**
- **Secretary,**
- **Treasurer**

Qualifications

Prior to election or appointment, every **Hapu Representative** must consent in writing to be elected to the **Executive Committee**, that they are not disqualified from being appointed or holding office on the **Executive Committee** by these **Rules** or the Act.

The following persons are disqualified from being appointed or holding office as on the **Executive Committee**:

1. a person who is under 16 years of age,
2. a person who is an undischarged bankrupt,
3. 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,
4. a person who is disqualified from being a Member or Committee Member of a charitable entity under section 31(4)(b) of the Charities Act 2005,
5. a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 1. an offence under subpart 6 of Part 4,
 2. a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961),
 3. an offence under section 143B of the Tax Administration Act 1994,
 4. an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii),
 5. a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,
6. a person subject to:
 1. an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
 2. a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or
 3. 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.
7. a person who is otherwise disqualified from being a Member of a charitable entity under section 16 of the Charities Act 2005.
8. by way of, decision and or outcomes of the Disputes Committee, and
9. any other decision made by the Executive Committee with a 70% majority vote.

Election or appointment

The election of the **Chair, Deputy Chair, Secretary and Treasurer** (Roles of Office) shall be conducted as follows,

1. **The Roles of Office** will be elected at the first General Meeting held following the AGM. If a Role of Office position becomes vacant before the next Annual General Meeting, the Executive Committee will appoint someone to fill the vacancy. Before appointment, the nominee must provide a signed consent to the appointment and a confirm their eligibility to hold the position on the **Executive Committee**.
2. 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 **Executive Committee** (excluding those in respect of whom the votes are tied).
3. Two **Executive Committee members** (who are not nominees) or non-**Members** appointed by the **Chair** shall act as scrutineers for the counting of the votes and destruction of any voting papers.

Term

The **term** of office for **The Roles of Office** shall be 3 year(s), expiring at the end of the Annual General Meeting in the year following the Local Body Elections of Whangarei District Council.

No **Role of Office** shall serve for more than 2 consecutive **terms**, in office, unless no other nominations are received.

Removal

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

- The **Executive Committee Member** who is the subject of the complaint, must be advised of all details of the complaint.
- The **Executive Committee Member** who is the subject of the complaint, must be given adequate time to prepare a response.
- The complainant and the **Executive Committee 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 **Disputes Committee** specifically setup to hear disputes (excluding the **Executive Committee Member** who is the subject of the complaint) if it considers that an oral hearing is required.

- Any oral hearing shall be held by the Disputes Committee (excluding the **Executive Committee Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the Disputes Committee excluding the **Executive Committee Member** who is the subject of the complaint).

If the complaint is upheld the **Executive Committee Member** may be removed from the **Executive Committee** by a resolution of the **Executive Committee at a General Meeting**, in either case, passed by a 70% majority of the **Executive Committee**.

Cessation of sitting on the Committee

A **Executive Committee Member** shall be deemed to have ceased to sit on the Committee if that person ceases to be a **Member's Representative**.

Each **Executive Committee Member** shall within 5 **Working Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of the **Te Huinga** held by such former **Executive Committee Member**.

A **Executive Committee Member** who misses more than 3 meetings without any notification and who does not engage can be removed by the Executive Committee by resolution of a **General Meeting**, in either case passed by a 70% majority of the Executive Committee.

Functions

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

Representatives

At all times **Executive Committee Members**:

1. shall act in good faith, and
2. must exercise all powers for a proper purpose,
3. must not act, or agree to **Te Huinga** acting, in a manner that contravenes the **Act** or these **Rules**,

4. when exercising powers or performing duties **Executive Committee Members** 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 Te **Huinga**, the nature of the decision, the position of the **Executive Committee Member** and the nature of the responsibilities undertaken by him or her,
5. must not agree to the activities of Te **Huinga** being carried on or in a manner likely to create a substantial risk of serious loss to **Te Huinga** or to **Te Huinga's** creditors, or allow the activities of **Te Huinga** to be carried out, and
6. must not agree to **Te Huinga** incurring an obligation outside of their delegated authority.

Powers

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

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

Sub Committee

The **Executive Committee** may appoint a Sub Committee of such persons (whether, or not an Executive Committee Member of Te Huinga) and for such purposes as it thinks fit. Unless otherwise resolved by the Executive Committee Member:

- the quorum of every Sub Committee is half the members of the Sub Committee that is not less than 2,
- no Sub Committee shall have power to co-opt additional members,
- a Sub Committee must not commit **Te Huinga** to any financial expenditure without express authority, and
- a Sub Committee must not further delegate any of its powers.

General issues

The **Executive Committee** and any Sub Committee 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 Committee** meeting.

Other than as prescribed by the **Act** or these **Rules**, the **Executive Committee** and any Sub Committee 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 Committee** 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 **Executive Committee Members**.

Conflicts of interest

A Member Representative of the Committee or Sub Committee who is an **Interested Executive Committee Member** in respect of any matter being considered by the **Te Huinga** must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) -

1. to the **Executive Committee** and or **Sub Committee**
2. in an **Interests Register** kept by the **Secretary**

Disclosure must be made as soon as practicable after the **Executive Committee Member** becomes aware that they are interested in the matter.

The **Executive Committee** and or the Sub Committee **Interested Persons** regarding a matter -

1. must not vote or take part in the decision of the **Executive Committee or Sub Committee** on the matter; and
2. must not sign any document relating to the entry into a transaction or the initiation of the matter; but
3. may take part in any discussion of the **Executive Committee or Sub Committee** to the matter and be present at the time of the decision of the **Executive Committee or Sub Committee** (unless the **Executive Committee or Sub Committee** decide otherwise).

However, the **Executive Committee Member** from the **Executive Committee or Sub Committee** are 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 50 per cent or more of the **Executive Committee or Sub Committee** 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 50 per cent or more of the members of a Executive Committee or Sub Committee are prevented from

voting on a matter because they are interested in that matter, the **Executive Committee or Sub Committee** shall consider and determine the matter.

Committee Meetings

Frequency

The **Committee** shall meet at least monthly (but need only meet once in the December-January period) 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 determined by the **Chair** or **Secretary**.

Procedure

The quorum for Committee meetings is at least half the number of the Committee.

Records

Register of Members

The **Secretary** shall keep an up-to-date **Register of Members**, recording for each **Member** the name of that Members representative, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by Regulations under the **Act**.

Contents of Register of Members

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

- Name of the Member
- Name of the Members Representative
- Name of the Members Alternate Representative
- postal address
- phone number (current)
- email address (monitored regularly)
- the date the **Member** became a **member**,

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

Access to Register of Members

With reasonable notice and at reasonable times, the **Secretary** shall make the **Register of Members** available for inspection by **Members** and **their Representatives**. However, no access will be given to information on the **Register of Members** to **Members** or any other person, other than as required by law.

Interests Register

The **Secretary** shall maintain an up-to-date register of the interests disclosed by Executive Committee Members.

Access to other information

A **Member** may at any time make a written request to **Te Huinga** for information held by **Te Huinga**.

The request must specify the information sought in sufficient detail to enable the information to be identified.

Te Huinga must, within a reasonable time after receiving a request:

1. provide the information, or
2. agree to provide the information within a specified period, or
3. agree to provide the information within a specified period if the **Member** pays a reasonable charge to **Te Huinga** (which must be specified and explained) to meet the cost of providing the information, or
4. refuse to provide the information, specifying the reasons for the refusal.

Without limiting the reasons for which **Te Huinga** may refuse to provide the information, **Te Huinga** may refuse to provide the information if:

1. withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
2. the disclosure of the information would, or would be likely to, prejudice the commercial position of **Te Huinga** or of any of its **Members**, or
3. the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether, or not that person supplied the information to **Te Huinga**, or
4. withholding the information is necessary to maintain legal professional privilege, or
5. the disclosure of the information would, or would be likely to, breach an enactment, or

6. the burden to **Te Huinga** in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information, or
7. the request for the information is frivolous or vexatious.

If **Te Huinga** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 **Working Days** after receiving notification of the charge, the **Member** informs **Te Huinga** —

1. that the **Member** will pay the charge; or
2. that the **Member** considers the charge to be unreasonable.

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

Finances

Control and management

The funds and property of the **Te Huinga** shall be:

- controlled, invested and disposed of by the **Executive Committee** subject to these **Rules**, and
- devoted solely to the promotion of the objects and purposes of **Te Huinga**.

Balance date

Te Huinga's financial year shall commence on 01/07 of each year and end on 30/06 (the latter date being **Te Huinga's** balance date).

Dispute resolution

Raising disputes

A **Dispute Committee** must be appointed at the first **Executive Committee Meeting** following an **AGM**.

Any grievance by a **Member** and or **Hapu Representative** 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 Committee and Sub**

Committees) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to Te Huinga's activities.

The complainant raising a grievance or complaint, and the **Disputes Committee** 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 **and tikanga**.

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 **Hapu representatives** 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 **Disputes Committee** may:

- refer the same to a Kaumatua Panel, 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 **Disputes Committee** in considering any grievance or complaint is referred to hereafter as the "decision-maker".

The decision-maker:

- shall consider whether to investigate and deal with the grievance or complaint, and
- 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 **Te Huinga**).

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

- The complainant and the **Respondent** or **Te Huinga**, which is the subject of the grievance, must be advised of all details of the grievance.
- The **Respondent**, or **Te Huinga**, which is the subject of the grievance, must be given an adequate time to prepare a response.
- The complainant and the **Respondent**, or **Te Huinga** which 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.
- 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:

- The complainant and the **Respondent** complained against must be advised of all allegations concerning the **Respondent**, and all details of the complaint.
- The **Respondent** complained against must be given an adequate time to prepare a response.
- The **Respondent** 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.
- 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 **Respondent** may not make a decision on or participate as a decision-maker in regards to a grievance or complaint, if 2 or more **of the Disputes Committee** 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 take into account the context of **Te Huinga** and the particular case and may include consideration of facts known by the other **Parties** 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.

Resolving disputes

The decision-maker may:

- dismiss a grievance or complaint, or
- uphold a grievance and make such directions as the decision-maker thinks appropriate (with which **Te Huinga** and **Members** shall comply),
- uphold a complaint and:
 - reprimand or admonish the **Member and or Hapu Representative**, and/or

- suspend the **Member and or Hapu Representative** from membership for a specified period, or terminate the **Member's** and or **Hapu Representatives** membership, and/or
- order the complainant (if a **Member and or Hapu Representative**) or the **Member and or Hapu Representative** complained against, to meet any of **Te Huinga's** reasonable costs in dealing with a complaint.

Winding up

Process

Te Huinga **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:

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

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

Surplus assets

If **Te Huinga** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member or it's Representative** and if any property remains after the settlement of **Te Huinga's** debts and liabilities, that property must be used to further a charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

Alterations to the Rules

Amending these Rules

Te Huinga may amend, add to or replace these **Rules** at a **General Meeting** by a resolution passed by a simple majority of those present and eligible to vote.

Any proposed motion to amend or replace these **Rules** shall be signed by at least 50 per cent of eligible **Members** and given in writing to the **Secretary** at least 25

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.

At least 20 **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 **Committee** 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.

Other

Common seal

The common seal of **Te Huinga** must be kept in the custody of:

the **Secretary**

The common seal may be affixed to any document:

1. by resolution of the **Executive Officers and Executive Committee**, and must be countersigned by the **Secretary, or**
2. by such other means as the **Executive Officers and Executive Committee** may resolve from time to time.

Contact person,

Te Huinga shall have at least 1 contact but no more than 3 persons whom the Registrar can contact when needed.

Te Huinga's contact person must be:

- At least 18 years of age, and
- An Executive Officer, and
- Ordinarily resident in New Zealand, and
- Not disqualified under the Act from holding that office, and
- shall be the **Secretary**, the **Chair** and or the **Treasurer**.

Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 10 **Working Days** of that change occurring, of **Te Huinga** becoming aware of the change.

Bylaws

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

Dated:

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the left.

Chairman: