

# **Biodiversity Hawke's Bay Incorporated Constitution and Rules**

**Effective from 1 July 2021**

Working with, and on behalf of, the community to deliver on the objectives of the collectively owned Hawke's Bay Biodiversity Strategy 2015-2050

<b>CONSTITUTION/RULES</b> .....	4
1.0 Name of the Society .....	4
2.0 Incorporation.....	4
3.0 Registered Office .....	4
4.0 Establishment of Biodiversity Hawke’s Bay.....	4
5.0 Charitable Purposes of the Society.....	5
6.0 Capacity and Powers .....	5
7.0 Tax Concessions.....	6
8.0 Strategy Stewardship Group.....	6
10.0 Election/Appointment of SSG Members .....	7
11.0 Cessation of SSG Membership.....	8
12.0 Roles of Particular SSG Members .....	8
13.0 General Obligations of SSG Members.....	9
14.0 SSG Meetings and Decisions.....	9
15.0 Members and Classes of Membership .....	10
16.0 Admission of Members.....	11
17.0 Membership Fees .....	11
18.0 Register of Members .....	11
19.0 Cessation of Membership.....	12
20.0 Obligations of Members .....	13
21.0 Society Meetings (AGMs and SGMs) .....	13
22.0 Use of Money and Other Assets.....	16
23.0 Bank Accounts and Procedures .....	17
24.0 Financial Statements and Assurance.....	17
25.0 General Record Keeping .....	18
26.0 Execution of Documents.....	19
27.0 Written Notices.....	19
28.0 Limitation of Liability of Members.....	20
29.0 Limitation of Liability and Indemnification of SSG Members.....	20
30.0 Requirements in relation to Matters Involving Conflicts of Interest.....	20
31.0 Identifying Matters Involving Conflicts of Interest.....	20
32.0 Requirements for Managing Conflicts of Interests.....	21
33.0 Non-compliance with Requirements.....	22
34.0 Referral of Disputes/Complaints/Grievances to the SSG .....	22
35.0 Investigation/Determination of Disputes/Complaints/Grievances.....	23
36.0 Approval and Filing of Changes to the Constitution/Rules .....	24
37.0 Restrictions on Changes to the Constitution/Rules.....	24
38.0 Approval of Winding Up .....	25
39.0 Distribution/Application of Surplus on Winding Up.....	25

40.0	Restructuring (Amalgamation or Merger) .....	25
41.0	Defined Terms .....	26
42.0	Interpretative Rules .....	28

# CONSTITUTION/RULES

**These rules come into effect 1 July 2021**

## **Key Details of the Society**

### **1.0 Name of the Society**

The full name of the Society is Biodiversity Hawke's Bay Incorporated.

### **2.0 Incorporation**

The Society is incorporated under the Incorporated Societies Act and the Society, the Strategy Stewardship Group (SSG) and the Membership must comply with the incorporation requirements and all other obligations under that Act.

### **3.0 Registered Office**

For the purposes of incorporation, the registered office of the Society will be:

**3.1** c/- Hawke's Bay Regional Council, 159 Dalton Street, Napier 4110; or

**3.2** any other place if the SSG decides to change the registered office, provided that Written Notice of any such change must be given to the Members and to any relevant authority.

### **4.0 Establishment of Biodiversity Hawke's Bay**

**4.1** The Society arose from the Hawke's Bay Biodiversity Strategy 2015-2050 (the Strategy). The strategy was developed in a community-led collaborative approach joining local and central government agencies with local non-governmental organisations, community groups and individuals. They are all our strategy partners and the Society is accountable to them along with the members of the Society.

**4.2** The Society will work to achieve the objectives of the Strategy, namely:

**4.2.1** Sustain, protect and improve native habitats and the ecosystem services they provide

**4.2.2** Sustain, protect and improve populations of native species

**4.2.3** Recognise indigenous biodiversity as a taonga to be protected for future generations

**4.2.4** Collaborate effectively, align programmes and share responsibilities to achieve biodiversity outcomes

**4.2.5** Support education, engagement, care for the environment 'kaitiakitanga' and actively connect our community through biodiversity programmes

**4.3** The Society will ensure the Strategy remains relevant and current.

## **5.0 Charitable Purposes of the Society**

- 5.1** The Society has been established, and is to be maintained, for the advancement of Charitable Purposes in New Zealand, and in particular for the purposes and functions set out in Rule 4.2, which are to be pursued for the benefit of the public and not for private profit.
- 5.2** Working in partnership with Māori, the Society's primary role is to educate, motivate, enable, facilitate, connect and support stakeholders to accelerate progress towards achieving the goals of the Strategy for the benefit of the Hawke's Bay Region, by:
- 5.2.1** acting as the governance entity for the Strategy;
  - 5.2.2** guarding the Vision of the Strategy, and promoting and supporting the achievement of the goals of the Strategy;
  - 5.2.3** representing the public interest in biodiversity in the Hawke's Bay Region;
  - 5.2.4** growing the biodiversity community in the Hawke's Bay Region by bringing together the numerous organisations and community-based groups that have an interest in biodiversity and biodiversity-related activity in the region;
  - 5.2.5** promoting and facilitating the Hawke's Bay Biodiversity Forum, with the intent of providing opportunities for the Hawke's Bay community input into and participation in the achievement of goals of the Strategy;
  - 5.2.6** working in partnership with, and providing input in relation to, the Hawke's Bay Biodiversity Trust, including:
    - a. appointing trustees of the Trust;
    - b. providing technical advice to the Trust; and
    - c. helping to raise funds to support the Trust;
  - 5.2.7** regularly reviewing and updating the Strategy and an associated Action Plan
  - 5.2.8** carrying out any other function considered necessary or expedient to achieve or advance the purposes and functions set out in this Rule 4.2
- 5.3** For the avoidance of doubt, the purposes of the Society do not include private pecuniary or financial gain, nor do they include political gain.

## **6.0 Capacity and Powers**

- 6.1** In order to advance and achieve the Society's purposes and functions as set out in Rule 4.2, and subject at all times to the rules set out in this Constitution and any other applicable law:
- 6.1.1** the Society has, in addition to all other rights, powers and privileges conferred by law:

- a. full capacity to carry on or undertake any business or activity, do any act, or enter into any transaction; and
- b. for the purposes of Rule 6.1.1a, full rights, powers, and privileges; and

**6.1.2** the Society/s capacity, rights, powers and privileges will not be limited or restricted by any principle of construction or rule of law or statutory power or provision except to the extent that it is obligatory.

## **7.0 Tax Concessions**

On account of its establishment and maintenance for Charitable Purposes in New Zealand, the Society is intended to be eligible for Tax Concessions and unless the SSG determines, and the Membership approves, otherwise, all necessary or appropriate steps (including registration under the Charities Act) must be taken for the Society to be eligible for such concessions.

## **8.0 Strategy Stewardship Group**

From 1 July 2021 the governance of the Society will be by a Strategy Stewardship Group (SSG) reflecting the role of the Society and its focus on achieving the objectives of the Strategy.

- 8.1** The SSG will provide effective stewardship for the Strategy and serve as the Officers of the Society
- 8.2** The SSG is being established as a partnership-based governance entity for Biodiversity Hawke’s Bay. A balanced membership of Māori and non-Māori will be upheld over time, in line with Biodiversity Hawke’s Bay’s commitment to partnership with Māori.
- 8.3** It will comprise between five and nine officers made up by:
  - 8.3.1** Hawke’s Bay Regional Council Chief Executive or nominee
  - 8.3.2** Department of Conservation Hawke’s Bay Operations Manager or a nominee of the Director-General of the Department of Conservation
  - 8.3.3** Four Officers elected by the Society’s members (on a one member, one vote basis)
  - 8.3.4** Up to three appointed Officers appointed by the SSG to balance the skill composition of the group
- 8.4** Terms and term limits will apply to the SSG Officers:
  - 8.4.1** Elected SSG Officers will be for two-year terms with two of the Officers elected each year
  - 8.4.2** An elected Officer can serve a maximum of three consecutive terms
  - 8.4.3** Appointed SSG Officers will be for a one-year term
  - 8.4.4** An appointed Officer can serve a maximum of four terms
- 8.5** The SSG will appoint two co-Chairs, or alternatively a Chair and a Deputy Chair, taking into consideration the Society’s aspiration to operate consistent with a Treaty-based partnership model for governance of the Strategy.
- 8.6** The SSG will manage the activities of the Society in carrying out the purposes and functions of the Society. This will include to administer, manage and control the affairs and operations, including financial matters, of the Society.

**8.7** The SSG will publish a Charter which may be reviewed from time to time

## **9.0 Qualification for SSG Membership**

For an individual to be elected or appointed to hold office, or to continue to hold office, as a SSG Member:

**9.1** the individual must be a Member, or a representative of a non-individual Member; and

**9.2** he or she must not be, or become:

**9.2.1** an undischarged bankrupt, or a discharged bankrupt who is prohibited by court order from engaging in all forms or any form of business activity; or

**9.2.2** a person who has been convicted of any crime involving dishonesty within the meaning of section 2(1) of the Crimes Act 1961 and sentenced for that crime within the last seven years, or convicted of (and not pardoned for) any offence punishable by a term of imprisonment of two or more years or any offence for which he or she is or has been sentenced to imprisonment; or

**9.2.3** prohibited from being a director or promoter of, or from being concerned or taking part in the management of, a company under any Of the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993; or

**9.2.4** a person who is subject to 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, or mentally incapable in relation to property or personal care and welfare, as defined in respect of a donor of an enduring power of attorney under section 94 of that Act; or

**9.2.5** disqualified from acting as an officer of a charitable entity under section 16 of the Charities Act, if the Society is registered under that Act.

## **10.0 Election/Appointment of SSG Members**

**10.1** Subject to Rule 8.3, four SSG Members are to be elected by the Membership at an AGM. For this purpose:

**10.1.1** nominations for election are to be called for in the initial Written Notice of the AGM that is given to Members, and/or by way of other Written Notice to Members at least five (5) days before the AGM;

**10.1.2** candidates may be nominated by Members by Written Notice to the Society up until 24 hours before the AGM and, if there are insufficient nominations or otherwise with the agreement of the Membership at the AGM, candidates may be nominated from the floor at the AGM, and any such nomination must be endorsed by the consent of the nominee; and

**10.1.3** the election of SSG Members at the AGM will be conducted in accordance with the general rules for voting and decision-making by the Membership at an AGM.

**10.2** If, between AGMs, the number of SSG Members has fallen or will fall below the minimum number under Rule 8.31 any such vacancy may be filled by:

**10.2.1** the SSG appointing an additional Member to hold office as a SSG Member, and/or appointing a SSG Member to hold the vacant position, through to the conclusion of the next AGM; or

**10.2.2** if the SSG considers it appropriate, by the Membership electing an additional Member as a SSG Member, and/or electing a SSG Member to hold the vacant position, at an SGM, in accordance with Rule 9.1 (in the same manner as if the SGM were an AGM for the purpose of that rule).

**10.3** An individual elected or appointed to hold office as a SSG Member will hold such office until the conclusion of the next AGM following his or her election or appointment.

## **11.0 Cessation of SSG Membership**

**11.1** An individual will cease to be a SSG Member upon:

**11.1.1** becoming disqualified from holding office as a SSG Member under Rule 9.0;

**11.1.2** the expiry of his or her term of election or appointment, under Rule 8.4 or as determined by the Membership;

**11.1.3** the expiry of 28 days (or any shorter period if agreed to by the SSG) after the individual has given Written Notice of his or her resignation to the SSG;

**11.1.4** his or her removal by decision of the Membership at a Society Meeting;  
or

**11.1.5** his or her failure to attend a third consecutive meeting (being either a SSG or Society Meeting) without leave of absence, if the SSG (if the third meeting is a SSG Meeting) or the Membership (if the third meeting is a Society Meeting) determines that the individual has vacated their position.

**11.2** If an individual ceases to be a SSG Member under Rule 11.1 (and has not been re-elected or appointed), he or she must within one (1) month give to the SSG all Society documents and property.

**11.3** An individual who has ceased or will cease to be a SSG Member under Rule 11.1, and is not disqualified under Rule 9.0, may be elected or appointed to hold office as a SSG Member.

## **12.0 Roles of Particular SSG Members**

**12.1** Matters for which the Chair, or co-Chairs, is responsible include:

**12.1.1** overseeing the operations of the Society;



- 12.1.2** ensuring that the rules set out in this Constitution, and any applicable bylaws, regulations and/or policies, are followed;
  - 12.1.3** convening and adjourning SSG and Society Meetings, including establishing whether or not a quorum is present;
  - 12.1.4** chairing SSG and Society Meetings, including deciding who may speak and when and generally managing the conduct of such meetings;
  - 12.1.5** providing an Annual Report on the operations of the Society at each AGM; and
  - 12.1.6** holding office as a trustee of the Trust or appointing another SSG Member to such position.
- 12.2** Matters for which the Deputy Chair is responsible include all or any of the matters set out in Rule 12.1.1 to 12.1.6, if the Chair is unavailable to attend to such matters.

### **13.0 General Obligations of SSG Members**

In addition to their complying with their obligations as Members, in carrying out his or her role as a SSG Member (whether that role relates to a particular position covered by Rule 12.0 or otherwise), the SSG Member must exercise the care, diligence and skill that a reasonable and prudent person would exercise in handling the affairs of others, and must not permit the operations of the Society to be carried on recklessly or imprudently.

### **14.0 SSG Meetings and Decisions**

- 14.1** The SSG must meet from time to time and must meet not less than four (4) times each Financial Year, for the purpose of fulfilling its role.
- 14.2** SSG Meetings may be held by SSG Members meeting together at a venue designated for the meeting and/or by using video or telephone conference or other such means, as the SSG may decide, provided that the exclusive use of video or telephone conference or other such means for a meeting must not unreasonably preclude any SSG Member from attending the meeting.
- 14.3** SSG Meetings will be convened by the Chair, or as determined by the SSG, or if a meeting is requisitioned by any two or more SSG Members by Written Notice to the Chair.
- 14.4** All members of the SSG for the time being must be given Written Notice of the date, time and means of attending a meeting, and the agenda for the meeting, at least five (5) days before the date of the meeting, provided that any SSG Member may waive this requirement (and will be deemed to waive the requirement if he or she attends the meeting without protest).
- 14.5** The Chair will chair any SSG Meeting, provided that if the Chair is absent or conflicted in relation to any matter, the meeting, or the relevant part of the meeting dealing with the matter in respect of which there is a conflict, will be

chaired by the Deputy Chair or, in the absence of both the Chair and the Deputy Chair, by a SSG Member elected from those in attendance.

- 14.6** A quorum will be established, and business may be conducted, at a SSG Meeting only if the number of SSG Members in attendance (physically or by other means) exceeds 50% of the total number of SSG Members for the time being.
- 14.7** If, within half an hour after the time appointed for the start of a SSG Meeting, a quorum is not established:
  - 14.7.1** in the case of a meeting requisitioned by SSG Members, or a meeting previously adjourned, the meeting will be dissolved; and
  - 14.7.2** in any other case, the meeting will stand adjourned to a date and time determined by the chair of the meeting;

and the chair of a SSG Meeting for which a quorum is established may, if he or she considers it necessary or appropriate, adjourn the meeting to another date and time.

- 14.8** In relation to decisions at any SSG Meeting on any matter, unless this Constitution expressly requires otherwise:
  - 14.8.1** each SSG Member in attendance at the meeting and not conflicted in relation to a matter is entitled to have one vote on the matter, provided that the Chair, if not conflicted in relation to a matter, will have a second, casting vote if the number of SSG Members in favour of any decision on the matter equals 50% of the total number of SSG Members for the time being; and
  - 14.8.2** decisions must be approved by a number of votes, inclusive of any casting vote of the Chair, that exceeds 50% of the total number of SSG Members for the time being.
- 14.9** A written resolution signed or approved in writing by all of the SSG Members for the time being (including any SSG Member who is conflicted in relation to any matter in the resolution, provided that the majority of SSG Members are not conflicted) will be as valid and effectual as if it had been passed unanimously at a SSG Meeting duly convened and held. Any such resolution may consist of several documents in like form each signed or approved in writing by one or more of the SSG Members. An electronic scanned copy of any such signed resolution shall be as valid and effectual as the original signed document with effect from its transmission.
- 14.10** Subject to the rules set out in this Constitution, the SSG may regulate its meetings, decision-making and other aspects of its proceedings as it thinks fit, and may adopt any bylaws, regulations and/or policies (howsoever described) in relation to such matters.

## **Membership of the Society and Society Meetings**

### **15.0 Members and Classes of Membership**

**15.1** The Society is to have, and the SSG will endeavour to ensure that it has, at all times a sufficient number of Members to incorporate and to comply with any minimum membership requirements under the Incorporated Societies Act.

**15.2** The Society may have different classes of membership and different joining or other fees (if any) for any such classes of membership, as determined by the SSG and (from the conclusion of the first AGM onwards) approved by the Membership at a Society Meeting, and the SSG may adopt appropriate bylaws, regulations and/or policies (howsoever described) in relation to any such classes Of membership.

**15.3** Members have the rights and responsibilities set out in this Constitution.

## **16.0 Admission of Members**

**16.1** To become a Member, a person ("the Applicant") must:

**16.1.1** complete and submit an application, which must be in a form determined by or acceptable to the SSG and include the Applicant's consent to become a Member if admitted to the Membership by the SSG;

**16.1.2** pay the applicable joining fee (if any) for membership, or if applicable the joining fee for the relevant class of membership; and

**16.1.3** supply any other information that the SSG may reasonably require from the Applicant.

**16.2** The SSG may interview the Applicant when it considers the Applicant's application.

**16.3** The SSG will have complete discretion in relation to deciding whether or not to admit the Applicant as a Member. The SSG will give Written Notice of its decision to the Applicant, and that decision shall be final.

## **17.0 Membership Fees**

In order to become a Member, a person may be required to pay any applicable joining fee as referred to in Rule 15.2, and a Member may be required to pay any additional subscription, levy or fee charged from time to time to maintain their status as a Member ("Membership Fees", howsoever described), as determined by the SSG, provided that any such Membership Fees:

**17.1** from the conclusion of the first AGM onwards, must have been approved by the Membership at that AGM or a subsequent Society Meeting; and

**17.2** must be reasonable, having regard to the purposes and functions of the Society and, if applicable, the relevant class of membership.

## **18.0 Register of Members**

- 18.1** The SSG must ensure that a Register is maintained.
- 18.2** The Register must contain in relation to each Member:
- 18.2.1** the name of the Member;
  - 18.2.2** in the case of a non-individual Member, the name or names of an individual or individuals representing the Member;
  - 18.2.3** an address and other contact details (including, at a minimum, email and/or phone contact details) for the Member;
  - 18.2.4** the date of commencement of the member's membership;
  - 18.2.5** the class of membership, if there are different classes of membership;
  - 18.2.6** payment of any applicable joining fee, and any other applicable subscription, levy or fee; and
  - 18.2.7** any other detail that the SSG considers it necessary or appropriate to include on the Register.
- 18.3** The Society must ensure that the Register includes, or that the Society has a separate record of, the details of former Members, going back at least seven (7) years, which must contain:
- 18.3.1** the historical details for each former Member as set out in Rule 18.2; and
  - 18.3.2** the date of cessation of each former Member's membership.
- 18.4** If any of the details to be included on the Register as set out in Rule 18.2 change in relation to any Member, that Member must give Written Notice of the change to the Society as soon as reasonably practicable.
- 18.5** Each Member will provide such other details as the SSG may reasonably require for the purposes of compliance with this Constitution and any other applicable law and carrying out its role.
- 18.6** Members will be given reasonable access, upon request, to a list of Members' names and a Member (including a former Member) will be entitled to access or confirm, upon request, their own details included on the Register and/or included as part of any other records relating to the Membership.

## **19.0 Cessation of Membership**

- 19.1** Any Member may relinquish their membership at any time by giving Written Notice to the Society.
- 19.2** If any Member fails to pay, by the date set by the SSG for payment, the full amount of any applicable joining fee or any other subscription, levy or fee

(howsoever described) that is payable to become, or remain, a Member, and/or any other amount payable to the Society:

**19.2.1** the SSG will give Written Notice to the Member that, unless the outstanding amount is paid by a date specified in the notice, the Member's membership will be terminated; and

**19.2.2** if the arrears are not paid by the date specified, the SSG may terminate the Member's membership.

**19.3** If the SSG determines, following the investigation of a matter in accordance with Rules 34.0 and 35.0 or of its own accord, that a Member is guilty of Misconduct, and that the Member cannot take, or has not taken in a timely manner, steps to remedy the situation, the SSG may, in its absolute discretion and by Written Notice to the Member, terminate the Member's membership, provided that before such determination is made the Member must be given (in accordance with Rule 35.0 or otherwise):

**19.3.1** Written Notice of the alleged Misconduct and the potential consequences of being found guilty of such Misconduct;

**19.3.2** a reasonable opportunity to be heard (in writing and/or, if applicable, at an oral hearing), on an informed basis, in relation to the alleged Misconduct; and

**19.3.3** if there are any steps that could be taken by the Member to remedy the situation, Written Notice of such steps and a reasonable opportunity to take such steps.

**19.4** Cessation of membership under Rules 19.1 to 19.3 does not release a person from their obligation to pay the full amount of any joining fee, subscription, levy or other fees, or any other amount, that is owed by the person to the Society at the time of cessation of membership.

## **20.0 Obligations of Members**

All Members (including individuals representing non-individual Members) must comply with the rules set out in this Constitution and act in good faith and in what they believe to be in the best interests of the Society in relation to the promotion and advancement of its purposes and functions and must not do anything to bring the Society into disrepute.

## **21.0 Society Meetings (AGMs and SGMs)**

**21.1** A Society Meeting is a meeting of the SSG and the Membership together and will be either an Annual General Meeting ("AGM") or a Special General Meeting ("SGM").

**21.2** The arrangements for any Society Meeting must principally facilitate physical attendance by Members at a venue in Hawke's Bay designated for the meeting, but may also facilitate attendance by use of video or telephone conference or other such means if this is reasonably practicable,

**21.3** In relation to AGMs:

**21.3.1** an AGM must be held once every year no later than four (4) months after the Society's Balance Date, at a date and time determined by the SSG;

**21.3.2** the Society must ensure that Members are given Written Notice of the date and time of an AGM and, to the extent practicable, the venue and any other means of attending and the agenda, not less than 28 days before the date of the AGM;

**21.3.3** the business to be conducted at an AGM will be:

- a. presentation and confirmation of the minutes of the previous AGM, and any other Society Meeting(s);
- b. presentation of the Chair's Annual Report on the operations of the Society;
- c. presentation of the Financial Annual Report on the financial position of the Society;
- d. presentation and approval of the Financial Statements for the most recently completed Financial Year;
- e. election of SSG Members, including SSG positions;
- f. any motion put forward by the SSG (for example, in relation to approval of any proposed joining fee, subscription, levy or other fee, or approval of any class or classes of membership), or by any Member, for consideration at the AGM; and
- g. general business; and

**21.3.4** the Society must ensure that all Members are given, not less than five (5) days before the date of the AGM:

- a. Written Notice of the confirmed venue and any other means of attending an AGM and the agenda for the AGM (which, for the avoidance of doubt, may be the notice referred to in Rule 21.3.2 if it includes all relevant details); and
- b. copies of, and/or reasonable access (and Written Notice of such access) to copies of, the Chair's Annual Report and the Financial Statements to be presented at the AGM; and

**21.3.5** motions for consideration at an AGM may be put forward by the SSG or by any Member, either in advance of the AGM (in which case the motion will, if possible, be included on the agenda for the AGM, or will otherwise be dealt with as general business) or at the AGM (in which case it will be dealt with as general business).

**21.4** In relation to SGMs:

**21.4.1** an SGM may be convened at any time by the SSG, if the SSG so determines or if an SGM is requisitioned by any 10 or more Members by Written Notice to the SSG (and it is not possible or practicable for the proposed business of the SGM to be conducted at an AGM);

**21.4.2** the Society must ensure that all Members are given Written Notice of the date and time of an SGM, and to the extent practicable, the venue and any other means of attending and the agenda, not less than 14 days before the date of the SGM;

**21.4.3** the business to be conducted at an SGM will be limited to:

presentation and confirmation of the minutes of any previous SGM; and  
any motion put forward by the SSG or by any Member that is included on the agenda for the SGM notified to Members;

**21.4.4** the Society must ensure that all Members are given Written Notice of the confirmed venue and any other means of attending an SGM, and the agenda for the SGM, not less than five (5) days before the date of the SGM (which, for the avoidance of doubt, may be the notice referred to in Rule 21.4.2 if it includes all relevant details); and

**21.4.5** motions for consideration at an SGM may be put forward by the SSG or by any Member, but must be put forward in advance of the SGM and included on the agenda for the SGM notified to Members in accordance with Rule 21.4.4.

**21.5** In relation to both AGMs and SGMs:

**21.5.1** all Members are entitled to attend such meetings and, unless any rule set out in this Constitution, any bylaw, regulation or policy or any legislative provision relating to conflicts of interest provides otherwise, to vote on all matters raised at such meetings (in the case of individual Members, by attending and voting, and in the case of non-individual Members, by having a representative individual attend and vote on behalf of the Member);

**21.5.2** the Chair will chair the meeting, provided that if the Chair is absent or conflicted in relation to any matter, the meeting, or the relevant part of the meeting dealing with the matter in respect of which there is a conflict, will be chaired by the Deputy Chair or, in the absence of both the Chair and the Deputy Chair, by a SSG Member or other attendee elected by the Members in attendance;

**21.5.3** a quorum will be established, and business may be conducted, at the meeting only if there are 10 or more Members in attendance (physically or by other means);

**21.5.4** if, within half an hour after the time appointed for the start of the meeting, a quorum is not established:

- a. in the case of a meeting requisitioned by Members, or a meeting previously adjourned, the meeting will be dissolved; and
- b. in any other case, the meeting will stand adjourned to a date and time determined by the chair of the meeting;

**21.5.5** in relation to decisions of the Membership on any matter at the meeting, unless this Constitution expressly requires otherwise:

- a. each Member in attendance at the meeting and not conflicted in relation to a matter is entitled to have one vote in respect of any decision on the matter (regardless of whether the Member is an individual or non-individual, and regardless of the class of membership), provided that the Chair, if not conflicted in relation to a matter, will have a second, casting vote if the number of Members in favour of any decision on the matter equals 50% of the total number of Members in attendance at the meeting; and
- b. decisions must be approved by a number of votes, inclusive of any casting vote of the Chair, that exceeds 50% of the total number of Members in attendance at the meeting;
- c. voting may be undertaken by proxy, so long as the member has nominated another member to vote on their behalf and completed a proxy form, which must be received prior to the meeting taking place. The nominated member must be present at the meeting.

**21.5.6** the chair of the meeting will in good faith determine whether Members will vote on any matter at the meeting by:

- a. voice;
- b. show of hands; or
- c. secret ballot,

provided that if any Member in attendance demands a secret ballot before a vote by voices or show of hands has begun, voting must be by secret ballot, and provided also that the chair of the meeting may require a second vote to be conducted by show of hands or secret ballot if the chair considers that an initial vote by voice or show of hands is inconclusive; and

**21.5.7** the chair of the meeting may, if he or she considers it necessary or appropriate and with the approval of the Membership in attendance, adjourn the meeting to another date and time at which the unfinished business of the meeting (and no other business) will be conducted.

## **Financial and General Administration**

### **22.0 Use of Money and Other Assets**

**22.1** The Society, and the SSG and any other person acting for the Society, may only Use Money and Other Assets if such use:

- 22.1.1** is undertaken with a view to advancing and/or achieving the purposes and functions of the Society as set out in Rule 5.2;
- 22.1.2** is not for the private pecuniary or financial gain, or political gain, of any Member, any person associated with any Member, or any other person; and
- 22.1.3** has been approved or falls within a person's delegated authority that has been approved, by the SSG and/or by the Membership.



**22.2** For the avoidance of doubt, Rule 22.1.2 does not preclude the Society paying or otherwise providing consideration for the supply of services and/or goods by any SSG Member, Member or other person to or for the benefit of the Society in order to advance or achieve its purposes and functions, provided that:

**22.2.1** the consideration may be less than, but must not exceed, fair market value (that is, an arm's length rate) for the services and/or goods supplied;

**22.2.2** any SSG Member, Member or other person receiving or benefitting from any such consideration, or related to or otherwise associated with any person receiving or benefitting from any such consideration, must not participate in any decision to approve the Society's payment or provision of the consideration, and in the case of any SSG Member, Member, or officer or other personnel of the Society the further rules relating to conflicts of interest set out in Rules 30.0 to 33.0 will apply; and

**22.2.3** the Society must comply with any additional requirements that must be met in relation to such arrangements under the Incorporated Societies Act or the Charities Act, or for the purpose of benefitting from any relevant Tax Concession.

### **23.0 Bank Accounts and Procedures**

The Society must have, and the SSG must ensure that it has, at all times:

**23.1** an account or accounts with a bank or banks for the receipt and disbursement of its funds, as determined by the SSG from time to time, and in relation to any such account cheques, withdrawals and authorities must be signed or endorsed, as the case may be, by one or more persons, any such person being either a SSG Member or another person acting on, and in accordance with, the authority of the SSG; and

**23.2** procedures in relation to dealing with the Society's Money and Other Assets (as referred in the definition of "Use Money or Other Assets" in Rule 41.0).

### **24.0 Financial Statements and Assurance**

**24.1** Without limiting any financial or non-financial reporting requirements that must be met by the Society under the Incorporated Societies Act or the Charities Act, or for the purpose of benefitting from any relevant Tax Concession:

**24.1.1** the Society must produce, and the SSG must ensure that it produces, Financial Statements for each Financial Year, for presentation at the next AGM after the end of the relevant Financial Year, which:

- a. comply with the accounting policies approved by the SSG and give a true and fair view of the financial position of the Society for the relevant Financial Year; and
- b. include, at a minimum, a statement of financial position and a statement of financial performance (howsoever described) and notes to those statements; and

**24.1.2** the SSG may appoint an independent person (not a SSG Member or employee of the Society) who is a member of a professional accounting body or another

appropriately qualified person ("Reviewer") to undertake an audit or a review of the financial Statements for any Financial Year and to provide a report to the Society regarding the audit or review, which will then form part of the Financial Statements for the relevant Financial Year.

**24.2** For the purpose of Rule 24.1.2, the SSG is responsible for ensuring that the Reviewer is provided with:

**24.2.1** access to all documents and information of which the SSG is aware that is relevant to the Financial statements;

**24.2.2** any additional documents or information that the Reviewer may request from the SSG for the purpose of the audit or review; and

**24.2.3** access to any person from the Society from whom the Reviewer determines it necessary or appropriate to obtain information.

## **25.0 General Record Keeping**

**25.1** The Society must maintain, and the SSG must ensure that it maintains, full and accurate records in respect of the Society, in written form or in a form or in a manner that allows such records to be easily accessible and convertible into written form, including:

**25.1.1** financial books, accounts, papers and other financial records of the Society, including full and accurate records and accounts of all receipts, credits, payments, assets, liabilities, transactions and other matters necessary for giving a true and fair view of the financial position of the Society and the Financial Statements (audited or reviewed, if applicable) for each Financial Year;

**25.1.2** in relation to the SSG and its proceedings, a minute book and/or other records that include a full and accurate record of the election, appointment, removal and cessation of office of SSG Members, an interests register recording disclosures of interest, SSG Meetings and decisions, delegations, and any other records that it is appropriate to keep in relation to the SSG and its proceedings;

**25.1.3** in relation to the Membership and Society Meetings, the Register and other records relating to Members' admission to the Membership, their contact and other details and cessation of membership, a minute book and/or other records that include a full and accurate record of Society Meetings and decisions of the Membership, and any other records that is appropriate to keep in relation to the Membership and Society Meetings; and

**25.1.4** any other records that it may be necessary or appropriate to keep in respect of the Society, including this Constitution. Any bylaws, regulations and/or policies (howsoever described) adopted by the SSG from time to time, Written Notices and other communications relating to matters set out in this Constitution, and any other such documents or information in respect of the Society.

**25.2** The records of the Society referred to in Rule 25.1 will be open to inspection by any SSG Member, and a Member (including a former Member) will be entitled to access or

confirm, upon request, details relating to that Member (or former Member) that are included in the records.

## **26.0 Execution of Documents**

**26.1** Unless a common seal is no longer required by law:

- 26.1.1** the SSG will provide a common seal for the Society, and may from time to time replace it with a new one;
- 26.1.2** if required by law or if the SSG so determines, a deed or other document may be executed by the Society under common seal, for which purpose affixation of the common seal must be
  - a. authorised by the SSG; and
  - b. witnessed, and accompanied by the signatures of, the Chair and another SSG Member.

**26.2** Notwithstanding that the Society may have a common seal:

- 26.2.1** a deed to be executed by the Society may be signed on behalf of the Society by the Chair and another SSG Member acting under the express or implied authority of the SSG;
- 26.2.2** any contract or other obligation required by law to be in writing, and any other written contract or obligation to be entered into by the Society, may be signed on behalf of the Society by a SSG Member or another person acting under the express or implied authority of the SSG; and
- 26.2.3** any other contract or obligation may be entered into on behalf of the Trust Board in writing or orally by a SSG Member or another person acting under the express or implied authority of the SSG.

## **27.0 Written Notices**

Notwithstanding the scope of the definition of the term "Written Notice" in Rule 41.0:

- 27.1** in relation to any rule set out in this Constitution that provides for Written Notice to be given to a SSG Member or to a particular Member or Members, the notice must be given by delivery, or by post or electronic means, directed to that person (in accordance with the address and/or other contact details for the person included on the Register, or in accordance with any other details provided by the person for communication purposes); and
- 27.2** in relation to any rule set out in this Constitution providing for Written Notice to be given to the Society (or to the SSG or any SSG Member), the notice must be delivered or posted to the Society's registered office or otherwise given by delivery, post or electronic means using any address or other contact details published by the Society or notified to Members for that purpose.

## **Member/SSG Member Liability/indemnification**

## **28.0 Limitation of Liability of Members**

Subject to the Incorporated Societies Act or any other applicable law, no Member will be liable for any debt, liability or expenses of the Society on account of their membership.

## **29.0 Limitation of Liability and Indemnification of SSG Members**

Subject to the Incorporated Societies Act and any other applicable law:

- 29.1** a SSG Member (including any former SSG Member) will not be liable for any loss suffered or incurred by the Society arising from any act or omission of the SSG or from any act or omission of that individual during his or her time as a SSG Member, provided that the loss is not attributable to any criminal act, fraud, dishonesty or other act of bad faith on the part of that individual or to other conduct of the individual that he or she knew to be in breach of his or her obligations as a SSG Member;
- 29.2** a SSG Member (including any former SSG Member) is entitled to be indemnified out of the Money and Other Assets of the Society for any expense, liability or loss suffered or incurred by the individual in relation to carrying out their role as a SSG Member (including defending or settling any claim or proceeding), unless the relevant expense, liability or loss is attributable to conduct of the type referred to in the proviso to Rule 30.1; and
- 29.3** the Society may effect insurance for SSG Members (including former SSG Members) in respect of any expense, liability or loss covered by the indemnity under Rule 29.2.

## **Managing Conflicts of Interest**

### **30.0 Requirements in relation to Matters Involving Conflicts of Interest**

The Society may proceed in relation to any matter (including carrying out any activity, exercising any power, entering into a transaction, or carrying out any aspect of a transaction) even though any SSG Member, individual Member or individual representing a non-individual Member, or any officer or other personnel of the Society, is interested in the matter (as defined in Rule 31.0), provided that:

- 30.1** the SSG, and/or the Membership (if the matter is one that is decided upon by the Membership at a Society Meeting), must be satisfied that proceeding in relation to the matter is in the best interests of the Society in terms of advancing and achieving its purposes and functions; and
- 30.2** the requirements set out in Rule 32.0 apply, for the purpose of ensuring that conflicts of interest are properly managed.

### **31.0 Identifying Matters Involving Conflicts of Interest**

For the purpose of Rule 29.0 and any other rule in this Constitution relating to conflicts of interest, an individual who is a SSG Member, individual Member or representative of any non-individual Member, or an officer or one of the other personnel of the Society, is interested in a matter (and is to be treated as conflicted in relation to the matter) if:

- 31.1** he or she is a party to, or will or may derive a material financial benefit from, the matter;

- 31.2** his or her spouse, civil union partner, de facto partner, child or parent is a party to, or is a person who will or may derive a material financial benefit from, the matter;
- 31.3** he or she has a material financial interest in another person who is a party to, or who will or may derive a material financial benefit from, the matter;
- 31.4** he or she is a director, officer or trustee of another person who is a party, or who will or may derive a material financial benefit from, the matter (but not if the other person is the Society, the Trust or any person wholly-owned or wholly-controlled by the Society or the Trust);
- 31.5** in the case of a representative of a non-individual Member, the non-individual Member is a party to, or will or may derive a material financial benefit from, the matter; and/or
- 31.6** he or she is otherwise directly or indirectly materially interested in the matter;

but will not be treated as interested in a matter on account of any interest under Rules 31.1 to 31.5 that:

- 31.7** arises merely because he or she is a Member (or non-individual Member's representative) and his or her interest (or the interest of the non-individual Member whom he or she represents) is the same or substantially the same as the interest of all or most other Members (or Members of the same class, if applicable);
- 31.8** arises merely because he or she receives, or will or may receive, any reimbursement, indemnification, insurance cover or other such benefit provided for under this Constitution or by law; and/or
- 31.9** is so remote or insignificant that it cannot reasonably be regarded as likely to influence him or her in carrying out his or her responsibilities to the Society as a SSG Member or Member (or non-individual Member's representative), or as an officer or one of the personnel of the Society.

## **32.0 Requirements for Managing Conflicts of Interests**

For the purpose of managing any conflicts of interest:

- 32.1** a SSG Member, Member (including a non-individual Member's representative), officer or other personnel of the Society must, as soon as reasonably practicable after becoming aware that he or she is interested in any matter in respect of which the Society will or may proceed, or has proceeded, disclose his or her interest to the Society;
- 32.2** the Society must maintain, and the SSG must ensure that it maintains, as part of the records in respect of the Society, an interest register (howsoever described) recording all such interests disclosed to the Society;
- 32.3** in relation to any SSG, Membership or other decision being made on any matter in which any individual who is a SSG Member or Member (including a non-individual Member's representative), or an officer or one of the other personnel of the Society, is interested, the conflicted individual:

- 32.3.1** may be heard on the matter by the decision-making body or person, if the decision-making body or person so determines;
  - 32.3.2** must not otherwise be involved in or influence the deliberations of the decision making body or person, and will not be entitled to vote, in relation to the matter, and for this purpose may be excluded from a meeting, or the relevant part of a meeting, if the decision-making body or person so determines; and
  - 32.3.3** unless the decision-making body or person determines otherwise, may sign any contract or other document, or do anything else, in relation to the matter in his or her role as a SSG Member or Member (including a non-individual Member's representative), or as an officer or one of the other personnel of the Society, provided that he or she does so in accordance with the decision or decisions of the decision-making body or person on the matter;
- 32.4** in the event that conflicts of interest would preclude the SSG or Membership making a decision on any matter:
- 32.4.1** in the case of the SSG, the SSG may refer the matter to the Membership at a Society Meeting, for the Membership; and
  - 32.4.2** in either case, the SSG or Membership may refer the matter to an appropriately qualified, independent person, and the SSG or Membership (as the case may be) may determine to proceed in accordance with the advice and/or recommendations of that person; and
- 32.5** subject to the rules set out in this Constitution, the SSG and the Membership may adopt any bylaws, regulations and/or policies (howsoever described) in relation to managing conflicts of interest as they see fit.

### **33.0 Non-compliance with Requirements**

In the event of non-compliance with any of the requirements set out in Rule 32.0 in respect of any SSG, Membership or other decision and/or the Society's entry into any transaction:

- 33.1** the SSG must, as soon as reasonably practicable after becoming aware of the noncompliance, notify the Membership of the non-compliance and the relevant matter;
- 33.2** the SSG or the Membership (if the matter is one that has been decided upon by the Membership at a Society Meeting, or if the matter is referred to the Membership at a Society Meeting), acting in accordance with Rules 30.0 to 32.0, may:
  - 33.2.1** ratify the decision or transaction; or
  - 33.2.2** to the extent permitted by law, rescind the decision or transaction.

### **Dispute Resolution Procedures**

#### **34.0 Referral of Disputes/Complaints/Grievances to the SSG**

- 34.1** Any internal dispute, complaint or grievance relating to the Society (including any dispute, complaint or grievance involving and relating to the rights, interests or conduct of a

Member or Members, the SSG or any SSG Member or any employee or other person acting for the Society, or relating to this Constitution or any bylaw, regulation or policy (howsoever described) adopted from time to time) must, and any other dispute, complaint or grievance relating to the Society may, be referred to the SSG.

**34.2** In relation to any matter referred to the SSG in accordance with Rule 34.1, the SSG:

**34.2.1** may determine that no steps need to be taken in relation to a matter, if the SSG considers, on reasonable grounds, that:

- a. the matter is trivial or immaterial, or is without any apparent foundation or supporting evidence; or
- b. the person raising the matter has an insignificant interest in the matter; or
- c. the matter has already been dealt with by the Society, or is being, or would more appropriately be, dealt with by another authority; or

**34.2.2** otherwise, must investigate and determine the matter, or arrange for the matter to be investigated and determined, in accordance with Rule 35.0, as soon as reasonably practicable and in a fair, efficient and effective manner.

### **35.0 Investigation/Determination of Disputes/Complaints/Grievances**

**35.1** In relation to any matter referred to the SSG that is to be investigated and determined in accordance with Rule 34.2.2:

**35.1.1** the matter may be investigated and determined (as decided by the SSG, but subject to any direction or decision of the Membership):

- a. by the SSG itself;
- b. by a sub-SSG of the SSG, which may include one or more appropriately qualified individuals who are not SSG Members, tasked with investigating the matter and/or reporting and making recommendations to the SSG on the matter, which will then be determined by the SSG;
- c. by an appropriately qualified person or persons appointed to investigate the matter and/or to report and make recommendations to the SSG on the matter, for the matter to be determined by the SSG, or make a final determination on the matter; or
- d. a combination of the above;

**35.1.2** all reasonable steps must be taken to ensure that, taking into account the nature of the particular matter (including the persons involved and/or affected by the matter), the investigation and determination is undertaken on an impartial basis and without predetermination;

**35.1.3** the investigation and determination of the matter must provide the person or persons who raised the matter, and any other person significantly affected by the matter (including any Member, SSG Member or other person about whom any complaint has been made) with a reasonable opportunity to be heard (in writing and/or, if applicable, at an oral hearing),

on an informed basis, in relation to the matter and its investigation and determination, before any final determination is made; and

**35.1.4** the final determination of the matter will include a determination of whether, and to what extent, the dispute, complaint or grievance is well-founded and the steps to be taken by the Society and/or by any Member, SSG Member, or employee or other person acting for the Society (which may include, in the case of a Member found guilty of Misconduct, termination of membership in accordance with Rule 19.3).

**35.2** Subject to the Incorporated Societies Act and any other applicable law, as between any and all of the Society, the SSG and each of its members, and the Membership and each Member, as the case may be, the determination of any internal dispute, complaint or grievance relating to the Society in accordance with Rules 34.0 and 35.0 will be final.

### **Changing the Constitution/Rules**

#### **36.0 Approval and Filing of Changes to the Constitution/Rules**

Subject to Rule 37.0, the Society may alter the Constitution (by adding to, amending or replacing any rule set out in this Constitution, including the purposes and functions of the Society) or replace the Constitution in its entirety, provided that:

**36.1** any such alteration or replacement must be approved by the Membership at a Society Meeting, by a two-thirds majority of the Members in attendance and voting on the matter;

**36.2** the proposed alteration or replacement, including the reasons for the proposal and any recommendations of the SSG, must be notified as part of a Written Notice in relation to the Society Meeting that is given to Members not less than five (5) days before the date of the meeting in accordance with Rule 21.0 (provided that this will not preclude the approval of a different alteration or replacement if it deals with the same subject matter as the proposed alteration or replacement that has been notified); and

**36.3** any approved alteration or replacement will not take effect until the Society has filed the alteration or replacement with the Registrar and it has been accepted for registration.

#### **37.0 Restrictions on Changes to the Constitution/Rules**

No purported alteration or replacement under Rule 36.0 will be valid or effective if it would:

**37.1** affect the fundamental nature of the Society as a charitable society focused on Charitable Purposes relating to biodiversity pursued in and/or for the benefit of the Hawke's Bay Region; and/or

**37.2** permit the Society to operate other than for exclusively Charitable Purposes in New Zealand, for the benefit of the public and not for private profit; and/or



- 37.3** affect the Society's eligibility to benefit from any Tax Concession, unless the SSG has determined, and the Membership has affirmed, that eligibility to benefit from any such concession is not required in the best interests of the Society in terms of advancing and achieving its purposes and functions.

## **Winding Up or Restructuring**

### **38.0 Approval of Winding Up**

The Society may be wound up in accordance with the Incorporated Societies Act or any other applicable law. For this purpose:

- 38.1** the winding up of the Society may involve the winding up of the Society's operations by the SSG, including the distribution or application of any surplus in accordance with Rule 39.0, followed by a request to the Registrar to dissolve/deregister the Society, or the appointment of a liquidator to wind up the Society's operations, or any other appropriate and permitted process to wind up the Society's operations;
- 38.2** any such winding up must be approved by the Membership at a Society Meeting, by a two thirds majority of the Members in attendance and voting on the matter;
- 38.3** the proposed winding up of the Society, including the reasons for the proposal and any recommendations of the SSG, must be notified as part of the initial Written Notice in relation to the Society Meeting, and any subsequent Written Notice, that is given to Members in accordance with Rule 21.0.

### **39.0 Distribution/Application of Surplus on Winding Up**

If the Society is wound up, whether by way of the SSG winding up its operations and subsequent dissolution/deregistration, liquidation or otherwise, any surplus Money or Other Assets after meeting all debts, liabilities and expenses of the Society (including the costs of winding up):

- 39.1** must be distributed or applied to or for the benefit of an organisation or organisations for the purpose of advancing one or more Charitable Purposes in New Zealand, for the benefit of the public and not for private profit; and
- 39.2** in particular, unless it is impossible or impracticable to do so, must be distributed or applied to or for the benefit of another organisation or organisations for the purpose of advancing one or more of the Charitable Purposes of the Society at the time of winding up, pursued in and/or for the benefit of the Hawke's Bay Region.

### **40.0 Restructuring (Amalgamation or Merger)**

The Society may pursue and implement, in conjunction with, prior-to or independent of any proposal to wind up the Society, any amalgamation or merger proposal under which the operations of the Society would become part of another organisation's operations or the operations of another organisation would become part of the Society's operations, provided that any such amalgamation or merger:

**40.1** must be notified and approved in the same manner as, or as part of, a winding proposal under Rule 38.0; and .

**40.2** must not affect:

**40.2.1** the dedication of the Society's Money and Other Assets to exclusively Charitable Purposes in New Zealand, pursued for the benefit of the public and not for private profit, and in particular Charitable Purposes relating to biodiversity pursued in and for the benefit of the Hawke's Bay Region; and/or:

**40.2.2** any past or ongoing claim to the benefit of any Tax Concession, unless the SSG has determined, and the Membership has affirmed\* that eligibility to benefit from any such concession is not required in the best interests of the advancing and achieving the purposes referred to in Rule 40.2.1.

## **Interpretation Provisions**

### **41.0 Defined Terms**

In this Constitution, under the context requires otherwise:

"**AGM**" means an annual general meeting of the Membership of the Society held after the end of a Financial Year in accordance with Rule 21.0;

"**Annual Report**" means a general report on the operations and/or the financial position of the Society for a Financial Year and, as the context requires, the most recent annual report relating to such matters;

"**Balance Date**" means 30 June, or any other date adopted from time to time by the SSG and approved by the Membership as the end of the Society's Financial Year;

"**Biodiversity Strategy**" or "**Strategy**" means the document known as the Hawke's Bay Biodiversity Strategy 2015-2050, as amended from time to time, and includes any successor or replacement document (however described) that is approved by the Society;

"**Chair**" means the Officer appointed to that position for the time being or, where co-Chairs are appointed it refers to one of them;

"**Charitable Purpose**" means a purpose that is charitable in accordance with the law of New Zealand, and in particular falls within the "charitable purpose" definition in section 5 of the Charities Act;

"**Charities Act**" means the Charities Act 2005 and includes any equivalent legislation relating to the registration of charitable entities for the purpose of eligibility for Tax Concessions that supplements or replaces that Act;

"**SSG**" means the Strategy Stewardship Group of the Society constituted in accordance with Rule 7.0;

"**SSG Meeting**" means any meeting of the SSG held in accordance with Rule 14.0;

"**Constitution**" means this constitution setting out the rules of the Society as at the date of its establishment and includes, as the context requires, the rules set out in this constitution as amended, supplemented or replaced from time to time;

"**Deputy Chair**" means the Officer elected or appointed to that position for the time being;

"**Financial Statements**" means the financial statements of the Society for a Financial Year, prepared in accordance with Rule 24.0;

"**Financial Year**" means any 12 month or other accounting period ending on a Balance Date;

"**Forum**" means the forum known as the Hawke's Bay Biodiversity Forum, the intent of which is to promote and facilitate stakeholder and community engagement and collaboration in relation to biodiversity, and biodiversity-related activity, in and for the benefit of the Hawke's Bay Region and in relation to the achievement of the goals of the Biodiversity Strategy;

"**Hawke's Bay**", "**Hawke's Bay Region**", or "**Region**" means the region of Hawke's Bay in New Zealand and in particular the region that, as at the date of establishment of the Society, is the responsibility of the regional council known as the Hawke's Bay Regional Council and includes the districts of the Wairoa, Napier, Hastings and Central Hawke's Bay territorial authorities;

"**Incorporated Societies Act**" means the Incorporated Societies Act 1908 and includes any equivalent incorporated societies legislation that replaces that Act;

"**Member**" means a person, being an Initial Member or a person admitted to the Membership in accordance with this Constitution, who is a member of the Society for the time being;

"**Membership**" or "**Members**" means the Members for the time being or, as the context requires, a sufficient number of the Members making a decision or taking any other action in accordance with this Constitution;

"**Misconduct**" means a breach of any rule set out in this Constitution or any applicable bylaw, regulation or policy (howsoever described) adopted from time to time and/or any conduct that is inconsistent with the purposes and functions of the Society or that brings the Society into disrepute;

"**Money or Other Assets**" means any funds or other property owned or controlled to any extent by the Society;

"**Register**" means the register of Members established and maintained in accordance with Rule 18.0;

"**Registrar**" means the Registrar of Incorporated Societies under the Incorporated Societies Act, or any equivalent successor authority;

"**Rule**" means any rule of the Society as set out in this Constitution;

"**SGM**" means a general meeting of the Membership of the Society that is not an AGM, held in accordance with Rule 21.0;

"**Society Meeting**" means any AGM or any SGM, as referred to in Rule 21.1, but not a SSG Meeting;

"**Tax Concession**" means any tax concession under New Zealand law, in particular under the Income Tax Act 2007 and/or the Goods and Services Tax Act 1985, directly or indirectly benefiting charitable entities, including exemption of a charitable entity's income from income tax and any tax concessions in respect of donations or other contributions to a charitable entity;

"**Transition Date**" means the transition date for the Trust, being 1 July 2018 or such other date as may be agreed by the Trust and the Society;

"**Trust**" means the charitable trust that, as at the date of establishment of the Society, is named the Hawke's Bay Biodiversity Trust and is governed by its board of trustees which is incorporated under the Charitable Trusts Act 1957, registration number 2688591, and includes, as the context requires, the board of the trustees of the trust;

"**Use Money or Other Assets**" means to use, handle, invest, transfer, give, apply, expend, dispose of or in any other way deal with any Money or Other Assets; and

"**Written Notice**" means communication in writing that is given to a person by delivery, by post, by electronic means (including email and/or website posting), or advertisement in physical or electronic newspapers or periodicals, or a combination of these methods.

## **42.0 Interpretative Rules**

**42.1** Unless the context requires otherwise:

**42.1.1** headings used in this Constitution are for ease of reference only and do not form any part of the context or affect the interpretation of the deed;

**42.1.2** a reference to a "person" includes an individual (that is, a natural person) and a non-individual, including a partnership, a firm, a company, a body corporate, a corporation, an association, an organisation, a trust (that is, the trustee or trustees of the trust), a central or local government authority, instrument or agency, and any other form of entity or organisation, whether incorporated or not (in each case whether or not having separate legal personality);

**42.1.3** a reference to "property" includes real or personal property of any kind, any right or interest in any such property, any chose in action, and any other right, interest or thing capable of being owned, held or controlled by the Society;

**42.1.4** the terms "includes" and "including" (or any similar expression) are deemed to be followed by the words "without limitation";

**42.1.5** any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

**42.1.6** a reference to anything of a particular nature either before or after a general statement does not limit the general statement;

**42.1.7** singular words include the plural and vice versa;

**42.1.8** a reference to any legislation or to any provision of any legislation includes:

- a. that legislation or provision as from time to time amended or re-enacted, and any corresponding replacement legislation or provision; and
- b. any statutory instrument, regulation, rule or order issued under that legislation or provision (as from time to time amended or re-enacted), or issued under any corresponding replacement legislation or provision.

**42.2** Any uncertainty or dispute relating to the interpretation of this Constitution and any bylaws, regulations or policies (howsoever described) adopted from time to time, and any matter relating to the operations of the Society that is not covered by this Constitution or any such bylaws, regulations or policies, may be determined by the SSG.

Signed as True and Correct:

\_\_\_\_\_

Name: Kay Griffiths  
Position: Chair  
Date:

\_\_\_\_\_

Name: James Buwalda  
Position: SSG member  
Date:

\_\_\_\_\_

Name: Bruce Wills  
Position: SSG member  
Date: