



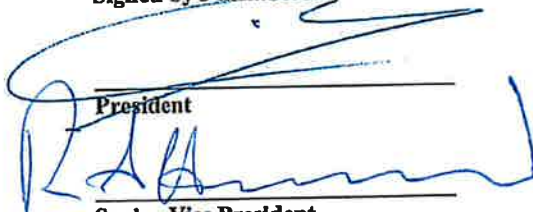
**NEW ZEALAND LICENSING TRUSTS
ASSOCIATION INCORPORATED**

CONSTITUTION

2023

Adopted at Annual General Meeting on: *10 June 2023*


Signed by 3 members:



President



Senior Vice President



Junior Vice President

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Constitution

New Zealand Licensing Trusts Association Incorporated

1. Title

- 1.1 The name of the society is the "New Zealand Licensing Trusts Association Incorporated".

2. Mission Statement

- 2.1 The Mission Statement of the Association shall be:

"To provide Association members with the best possible advisory services of a standard and at a cost acceptable to those members."

- 2.2 In striving to achieve the Mission Statement the Association shall actively promote the interests of Licensing Trusts and Community Trusts, research issues that are likely to impact on Association members, provide leadership and inspiration and assist members. Generally, to become market leaders in the hospitality and entertainment industry.

3. Definitions

In this Constitution:

the 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 the yearly meeting of the **Members** of the **Association** held pursuant to clause 10.

the Association means the New Zealand Licensing Trusts Association Incorporated.

Associated Person means a person as defined in section 62 of the Act.

Trust means a **Licensing Trust** or **Community Trust**.

Community Trust means a community trust constituted under the Sale and Supply of Alcohol Act 2012, Section 364(2).

Delegate means a **Trust Member** appointed to represent a **Member** at a meeting of the **Association**.

Executive Committee means the body charged with conducting the day-to-day operations of the **Association** as established under clause 8 hereof. This includes the **President**, **Senior Vice President**, **Junior Vice President**, **Immediate Past President**, and **Secretary**.

General Managers Group means the group recognised as such by the **Association** made up of the chief executive and/or general managers of **Licensing Trusts** and **Community Trusts**.

Immediate Past President means the former **President** of the **Association** whose term has most recently concluded by the election of a successor pursuant to clause 8.

Junior Vice President means the junior vice president of the **Association** elected or appointed to that office pursuant to clause 8.

Licensing Trust means a Licensing Trusts constituted under the Sale and Supply of Alcohol Act 2012, Part 3.

Life Member means a person elected to the **Association's** membership for life pursuant to clause 7.3.

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

Member means a **Licensing Trust** or a **Community Trust**, which is a member of the **Association** and, where the context so permits, includes a **Life Member**.

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

Officer means a person holding office within the **Association** as set out in clause 8.1.

On-Licence and Off-Licence means an "On-Licence" and "Off-Licence" issued under the Sale & Supply of Alcohol Act 2012.

President means the president of the **Association** elected or appointed to that office pursuant to clause 8. They are responsible for, among other things, overseeing the governance and operations of the **Association** and chairing **General Meetings**.

Register of Interests means the register of interests of **Officers** kept under these **Rules**.

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

Secretary means the **Officer** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Committee** meetings.

Senior Vice President means the senior vice president of the **Association** elected or appointed to that office pursuant to clause 8.

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

Trust Member means a duly elected or appointed member of a **Licensing Trust** or **Community Trust** which is a **Member** of the **Association**.

4. Purposes of the Association

4.1 The primary purposes of the **Association** are to:

- (a) To protect and promote the common interest of its **Members**;
- (b) To encourage the effective development and functioning of the activities of its **Members**; and
- (c) To promote and develop the concept of Licensing Trusts and Community Trusts.

4.2 The **Association** must not operate for the purpose of, or with the effect of:

- (a) any **Member** of the **Association** deriving any personal financial gain from membership of the **Association**, other than as may be permitted by law, or
- (b) conferring any kind of ownership in the **Association's** assets on **Members** but the **Association** will not operate for the financial gain of **Members** simply if the **Association**:
- (c) engages in trade,
- (d) reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Association** or while pursuing the **Association's** purposes,
- (e) pays a **Member** or **Officer** a salary or wages or other payments for services to the **Association** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the **Member** than those terms).

Any payments made to a **Member** must be for goods and services that advance the purposes of the Association and must be reasonable and relative to payments that would be made between unrelated parties.

5. Powers of the Association

The powers of the **Association** shall include the power to:

- (a) take whatever action is necessary and appropriate in the opinion of the **Executive Committee** to best ensure the attainment of the objects of the **Association** and to enhance the **Association's** position;
- (b) purchase, take, hold, transfer and lease real property;
- (c) appoint such officials and officers as it thinks fit and negotiate and enter into contracts of employment or independent contracts with such persons on such terms and conditions as it sees fit;

- (d) strike and collect subscriptions and levies for the financing of its activities, or for any special purpose(s) related to its objects;
- (e) protect and advance the interests of its **Members** as employers throughout New Zealand;
- (f) compile, collate, and issue statistics, and to take such other steps as the **Executive Committee** may deem necessary for the collection and dissemination of information useful to **Members**;
- (g) establish a fidelity guarantee fund and/or such other funds as are likely to be of advantage to its **Members**, but not for the pecuniary gain of its **Members**;
- (h) obtain legal or other opinions, and engage counsel and expert witnesses to act or assist on matters of interest to **Members**;
- (i) promote or oppose bills, legislative or other measures or by-laws affecting the interests of **Members**;
- (j) join with or co-operate with other bodies, associations, persons or corporations for the purpose of achieving any or all of the objects of the **Association**;

6. Registered Office and Common Seal

- 6.1 The registered office of the **Association** shall be at such place in New Zealand as may be decided by the **Executive Committee** and advised to the Registrar of Incorporated Societies from time to time. Any changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the **Act**.
- 6.2 The Common Seal of the **Association** shall be held in safe custody of the **Executive Committee** and shall be affixed to all documents or instruments requiring execution by the **Association** under seal. The seal shall be affixed only pursuant to a resolution of the **Executive Committee** and shall be attested at the same time by the signatures of any two **Officers**.

7. Membership

- 7.1 **Minimum number of members**
The **Association** shall maintain the minimum number of **Members** required by the **Act**.
- 7.2 **Members**
Any **Licensing Trust** or **Community Trust** may apply for membership of the **Association** and shall be admitted as a **Member** through written consent and on payment of the annual subscription and any special levies payable under this Constitution.
- 7.3 **Life Members**
 - a) The **Association** at its **Annual General Meeting** may by a simple majority (50.1%) vote elect any person to be a **Life Member** of the **Association** for outstanding services to the **Association** and/or outstanding service in the furtherance of the aims and aspirations of **Licensing Trusts**. A motion to appoint a **Life Member** may be proposed

by one or more **Members**, or by the **Executive Committee**. All such proposals must be approved by the **Executive Committee** and must be placed on the agenda of the **Annual General Meeting** for consideration by the **Association**. Any person so elected shall be known as a "**Life Member**".

- b) A **Life Member** shall have no power or standing to propose any remits or to vote at any meeting of the **Association**, but a **Life Member** shall have full speaking rights at such meeting.

7.4 **Becoming a Member: consent**

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

7.5 **Obligations and rights**

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

All **Members** (including **Officers and Delegates**) shall promote the interests and purposes of the **Association** and shall do nothing to bring the **Association** into disrepute.

7.6 **Ceasing to be a member**

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

- (a) on death (if a **Life Member**); or
- (b) on liquidation (if a body corporate), or
- (c) by resignation from that **Member's** class of membership by notice to the **Secretary**, giving the **Executive Committee** six calendar months' notice in writing of intention to do so with payment of all subscriptions, levies and interest then due together with payment of that **Member's** fair proportion (if any) of all liabilities incurred by the **Association** up to and including the date of expiry of such notice, or
- (d) on termination of a **Member's** membership following a dispute resolution process under this Constitution, or
- (e) on termination by a four-fifths majority of **Members** assembled at any **Annual General Meeting** or **Special General Meeting** for any of the following reasons:
 - (i) Non-payment after 4 months of subscriptions or levies or interest due on either such payment; or
 - (ii) acts or omissions considered by the meeting to be detrimental to the interests of other **Members**; or
 - (iii) acts of omission considered by the meeting to bring disrepute on the **Association** or its **Members**.

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

8. Officers of the Association

Composition

- 8.1 The **Executive Committee Officers** of the **Association** shall be the **President, Senior Vice President, Junior Vice President** and **Immediate Past President**.
- 8.2 The **Association Secretary** will be the secretary of the **President's Trust** or as otherwise approved by the **Executive Committee**. The **Association Secretary** will not be an **Officer** of the **Association**.
- 8.3 Every **Officer** must be:
- (a) a natural person; and
 - (b) a **Trust Member**; and
 - (c) not disqualified by this Constitution or the Act,

any **Officer** ceasing to be a **Trust Member** will automatically cease to hold office in the **Association**.

Election or Appointment

- 8.4 Nomination of a person for position as an **Officer** of the **Association** may be made only on the proposal of two Members, one as a proposer, the other as a seconder. A candidate's written nomination, accompanied by the written consent of the nominee with a certificate that the nominee is not disqualified from being appointed or holding office as an **Officer** by this **Constitution** or the **Act**, shall be received by the **Secretary** at least 28 days before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.
- 8.5 The election of **Officers** (with the exception of the **Immediate Past President**) shall take place by secret ballot as the final business at the **Annual General Meeting**. The **Association Secretary** shall preside for the election of the **President**. Two scrutineers shall be chosen, one from the North Island and one from the South Island. Counting of the votes cast for each office shall be carried out and verified by the two scrutineers.
- 8.6 If a vacancy occurs in the office of the **President**, the **Senior Vice President** shall assume the office of **President** until the next **Annual General Meeting**. The **Junior Vice President** shall then assume the office of **Senior Vice President**. If a vacancy occurs in the office of **Senior Vice President**, then the **Junior Vice President** shall assume that office. If a vacancy occurs in the office of **Junior Vice President**, then that office shall remain vacant until the next **Annual General Meeting**. If a vacancy occurs in the office of **Immediate Past President**, then that office shall remain vacant until the end of the term of his or her successor as **President**.
- 8.7 In the event of a simultaneous vacancy in both the offices of the **President** and **Senior Vice President**, the **Junior Vice President** shall be appointed to the office of **President**, and he will then arrange for the calling of nominations and for the election by postal ballot of a **Senior Vice President** and **Junior Vice President** who shall hold office until the next **Annual General Meeting**.

- 8.8 In the event of a simultaneous vacancy in the office of the **President, Senior Vice President, and Junior Vice President** then the **Association Secretary** will at the earliest opportunity arrange for the calling of nominations and for the election by postal ballot of a replacement **President, Senior Vice President and Junior Vice President** who will hold office until the next **Annual General Meeting**.
- 8.9 The procedure for calling for nominations and for the holding of the postal ballot will be as determined by the **President** in conjunction with the **Executive Committee** or by the **Association Secretary** as the case may be and whenever it is necessary to hold elections pursuant to clause 8.8 herein then the **Association Secretary** shall have all the necessary powers to handle the day to day affairs of the **Association** pending the outcome of such election but any significant decisions made by the **Association Secretary** pursuant to this provision must be ratified by the Incoming **Officers** before they will be binding on the **Association**.

Term

- 8.10 The **President** and the **Vice Presidents** (both Senior and Junior) shall hold office for a term of one year only except that each shall be eligible for re-election to that office for one additional year.
- 8.11 The term of office expires at the end of the **Annual General Meeting** in the year corresponding with the last year of each **Officer's** term of office.

Powers

- 8.12 The function of the **Executive Committee** shall be to conduct the operations of the **Association** and formulate proposals for the more efficient attainment of the **Association's** objects.
- 8.13 The **Executive Committee** shall generally exercise all the powers of the **Association**, except such powers as this Constitution stipulates may be exercisable only at an **Annual General Meeting** or **Special General Meeting**.
- 8.14 The **Executive Committee** may in its absolute discretion co-opt a representative of the **General Managers Group** to the **Executive Committee** for such term as it thinks fit. Any person so co-opted shall be deemed to be a member of the **Executive Committee** in all respects and shall have full voting rights.

Removal

- 8.15 **Removal of Officers:** A person ceases to be an **Officer** of the **Association** if the person:
- a) Resigns by signing a written notice of resignation and giving it to the **Association** with the notice of resignation being effective when it is received by the **Association** or at a later time specified in the notice; or
 - b) Becomes disqualified from being an officer under s 47(3) of the Act; or
 - c) Dies; or
 - d) Otherwise vacates office in accordance with the **Association's** Constitution.

9. Executive Committee Meetings

- 9.1 The **Executive Committee** shall at least once each year convene a meeting of the **Presidents** or **Vice Presidents** of each of the **Association's Members**. This meeting shall be held during the **Annual General Meeting**. Other meetings will be held as required. Each such **President** or **Vice President** (as the case may be) may, if they see fit, also have present their principal officer in the advisory capacity. All costs of attendance at the meeting of the **Executive Committee** shall be met by the **Trusts** which those persons represent. In exceptional circumstances, at the discretion of the **Executive Committee**, the costs may be met by the **Association**.
- 9.2 Each member of the **Executive Committee** shall have one vote on all issues. The **President** shall have a casting vote as well as a deliberate vote.
- 9.3 The quorum required for **Executive Committee** meetings shall be a minimum of three **Officers** of the **Executive Committee** present (in person or by phone or video link) and voting.
- 9.4 Meetings of the **Executive Committee** shall be convened as directed by the **President**.
- 9.5 The **Executive Committee** may establish committees, and/or appoint sub-committees, and delegate to them such powers and responsibilities as it shall determine.

10. Meetings of Members

Annual General Meetings

- 10.1 The **Executive Committee** must, at each **Annual General Meeting**, present the following information:
- (a) an annual report on the affairs of the **Association** during the most recently completed accounting period,
 - (b) the annual financial statements for that period, and
 - (c) notice of any disclosures of conflicts of interest made by **Executive Committee Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

Procedure

- 10.2 The **Annual General Meeting** shall be held no later than 30 September each year at a time and place fixed by the previous **Annual General Meeting** or **Special General Meeting**, or failing the time and place being so fixed, by the **Executive Committee**. The **Executive Committee** shall give at least 28 days prior **Notice** of the meeting to all **Members** and **Life Members** and at the same time shall call for nominations for **Officers** of the **Association** and for **remits** from **Members**. The **Executive Committee** shall subsequently give all **Members** not less than 14 days' **Notice** of the agenda including all **remits**, nominations and other conference details and business to be transacted.

- 10.3 The quorum required for the **Annual General Meeting**, or a **Special General Meeting** shall be a minimum of 50% of the financial **Members** of the **Association** present and voting.
- 10.4 **Members** shall be given **Notice** of meetings by post, electronic media, or other equally expeditious means. Any defect in any **Notice** requirement under this Constitution shall not render invalid any business conducted at an **Annual General** or **Special General Meeting**.
- 10.5 A **Member** wishing to raise any matter for discussion at the **Annual General Meeting** (hereinafter called "a remit") shall give **Notice** of such remit to the **Executive Committee** not less than 7 days prior to the date of the **Annual General Meeting**.
- 10.6 The **Executive Committee** shall, as soon as practicable after the receipt of remits, determine the agenda. Remits of a similar nature or content may be amalgamated into one item on the agenda.
- 10.7 Unless the meeting decides otherwise, the **President** shall take the chair at meetings.
- 10.8 Any person chairing a **General Meeting** may:
- (a) With the consent of that **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
 - (b) 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
 - (c) In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.
- 10.9 Remits or any other matters brought before a meeting shall be proposed by motion, seconded, and debated in accordance with usual meeting procedure including a right of reply. No person except the proposer shall speak more than once on any one remit or matter without the leave of the chairperson of the meeting.
- 10.10 **Notice** of matters of general business to be considered at the **Annual General Meeting** shall be notified by delegates at the opening session of that meeting when called for by the chairperson. Such business may only be discussed towards the conclusion of the meeting when expressly approved by the meeting. No matter shall be raised under general business if no such prior **Notice** has been given unless the meeting gives leave for that matter to be raised.
- 10.11 If within half an hour after the time appointed for a meeting a quorum is not present, the meeting – If convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Chair/President** of the **Society**, and if at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.
- 10.12 **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.

Special General Meetings

- 10.13 **Special General Meetings** of the **Association** may be convened from time to time by the **Executive Committee** on 28 days' **Notice** or they may be requisitioned by the written request of at least 25% of the financial **Members**. The written request shall set out the nature of the business or remits to be considered at the **Special General Meeting**. The **Executive Committee** shall convene a **Special General Meeting** within 35 days of receiving any such request. The **Executive Committee** shall give all **Members** at least 28 days' **Notice** of any **Special General Meeting** and of the business or remits to be transacted at such **Special General Meeting**.

Minutes

- 10.14 The **Executive Committee** will ensure that minutes are taken and retained for all **General Meetings** of the **Association**.

11. Presentation and Number of Votes

- 11.1 **Members** shall be entitled to be represented by any number of **Delegates** at the **Annual General Meeting** or at a **Special General Meeting**, but all such **Delegates** must be **Trust Members**. In addition, any **Member** may invite its officers to attend such meetings. Only **Delegates** may exercise the voting powers of the **Member**.
- 11.2 At every **Annual General Meeting** or **Special General meeting**, **Members** who have paid the subscription and any other moneys due to the **Association** in full shall be regarded as a financial **Member** and will be entitled to a specified number of votes related to category size as outlined in clauses 13.5(b) and 23.
- 11.3 A **Delegate** of a financial **Member** may attend, speak, and vote at **General Meetings** in person.
- 11.4 At any **Annual General Meeting** or **Special General Meeting**, the **President** and **Vice Presidents** and **Immediate Past President** of the **Association** shall each be entitled to one vote .
- 11.5 Each **Member's** voting entitlement is to be published as part of the agenda of the meeting.

12. Voting Procedures

- 12.1 Every question submitted to a meeting shall be decided in the first instance by decision of the chairperson on the voices present. A ballot for votes by roll call may be called for by the chairperson or by the **Delegates** or any two **Members**. In that event the question shall be decided by ballot.
- 12.2 In the case of an equality of votes the chairperson shall have a casting vote in addition of their deliberative vote, provided such deliberative vote had been previously cast.
- 12.3 Each **Member's** total vote is to cast either for or against any particular issue.

13. **Finance**

Control and management

- 13.1 The funds and property of the **Association** shall be:
- (a) controlled, invested and disposed of by the **Committee**, subject to this **Constitution**, and
 - (b) devoted solely to the promotion of the purposes of the **Association**.
- 13.2 The **Association** has the power to:
- (a) invest and reinvest the whole or any part of its funds which may not be required for the immediate business of the **Association** in such securities or investments and upon such terms as it may think fit;
 - (b) lend and advance moneys to its **Members** on such terms and conditions (whether secured or unsecured) as it thinks fit, but not for the pecuniary gain of such **Members**;
 - (c) raise funds for the benefit and use of the **Association** by borrowing on secured or unsecured terms and in furtherance thereof grant mortgages or charges over the property and assets of the **Association** as it sees fit;
 - (d) to do such things as may be necessary to operate and facilitate collective insurance arrangements in accordance with rules for that purpose which may have the effect of altering the Constitution and which shall be adopted by the **Association** from time to time in accordance with clause 22 of this Constitution. Such rules may authorise any sub-committee established for that purpose, amongst other actions, to engage brokers to act on behalf of insurance collective members, to enter into contracts for collective insurance arrangements and to hold and deal with funds for the purpose of an under deductible aggregate fund for the benefit of **Association** members who are also members of the insurance collective arrangements.

Balance Date

- 13.3 The financial year of the **Association** shall commence on 1 April each year and close on 31 March in the following year. If practicable, the audited financial statement for the preceding year shall be distributed by the **Executive Committee** to each **Member** for consideration at the **Annual General Meeting** and failing such distribution, shall be forwarded by the **Executive Committee** to each **Member** as soon as possible after the **Annual General Meeting**.
- 13.4 The accounts of the **Association** shall be approved by the **Annual General Meeting** or by such other meeting as may be decided by the **Annual General Meeting**. An approved copy of the accounts is to be forwarded to the Registrar of Incorporated Societies, together with such other financial data as may be required under the **Act**.

Annual Subscription

- 13.5 Each **Member** shall pay to the **Association** an annual subscription based on an amount to be determined at the **Annual General Meeting** in respect of each **Trust** for their fair contribution towards the funding of the NZLTA activities for the forthcoming year. The

Executive Committee will recommend at the **Annual General Meeting** a level of annual subscription for each member **Trust** based on the following considerations:

- a) The level of total funding required will be calculated annually, prior to the **Annual General Meeting**, based on budgeted expenditure for the following year. The **Executive Committee** will determine the total value to be levied as annual subscriptions.
- b) The annual subscription value will be apportioned to each member **Trust** based on four categories of membership, intended to reflect the size of each **Trust Member**. The classification of **Trusts** in each category is currently based on annual turnover and is set out in clause 23.
- c) The **Trust** considered to be in each category will be reviewed and determined by the **Executive Committee** when setting the annual subscription values.
- d) The **Executive Committee** will recommend a subscription value for each category which will then be apportioned in equal shares to the **Trust** within each category.

13.6 If a subscription is not received in full by 20 November immediately following the **Annual General Meeting** the **Executive Committee** may require any **Member** in default to pay interest on the debt outstanding from that date. The rate of interest shall be payable by the **Association** on its trading bank overdraft or accommodation or that which would be payable had the **Association** maintained such accommodation with its then current banker.

13.7 **Life Members** shall not be required to pay any subscription or levy. **Life Members** will be invited to the annual conference of the Association. **Life Members** who no longer hold office as **Trust Members** will be offered complimentary attendance. Travel and accommodation associated with this attendance will not be included. **Life Members** who are current **Trust Members** will have the cost of their attendance met by their own **Trust**.

13.8 The **Executive Committee** may, in its sole discretion, suspend, abate, or write off payment of all or part of a **Member's** subscription or levy or interest payable thereon if, in its determination, there are circumstances which indicate such action is appropriate for the better attainment of the **Association's** objects.

13.9 Where funds are required for any special purposes, special levies may be struck by the **Executive Committee** in addition to the annual subscription authorised in clause 13.5. Any such special levy shall be paid to the **Association** as and when the **Executive Committee** decides; if payment of such special levy is not made on or before the date fixed the **Executive Committee** may require any **Member** in default to pay interest on the debt outstanding as if it were a subscription overdue. The amount of any such special levy shall be fixed as a percentage of each **Member's** annual subscription for that financial year (being the same percentage for each **Member**) but at no time shall special levies exceed 50% of a **Member's** annual subscription for that financial year.

Receiving Association Money

13.10 All moneys received by or on behalf of the **Association** shall forthwith be banked to the credit of the **Association**. All payments drawn on the **Association's** account or accounts shall be signed by two or more persons approved in writing by the **Executive Committee**.

- 13.11 The **Association** shall use the Fraud Risk Policy of the Licensing Trust providing financial services to the Association.

14. Honorariums

- 14.1 The **Association** may by resolution passed at its **Annual General Meeting** authorise the payment of honorariums to any **Officer** as may then be determined. The **Association** shall in any event reimburse **Officers** for expenses incurred in office, which are both reasonably related to, and incurred in the discharge of, duties under this Constitution.
- 14.2 No remuneration or other benefit or advantage of whatever nature, shall be paid to or received, gained, achieved, or derived by any **Member** where that **Member** is able, by virtue of the **Members** capacity as such, to influence in any way the amount of that remuneration or the nature or amount of that benefit or advantage.

15. Travelling and Other Expenses

- 15.1 The **Association** may pay the reasonable expenses incurred by the **Officers** and invited guests, in attending the **Annual General Meeting** or a **Special General Meeting**. The expenses of all others attending such meetings are to be a charge to the **Member** inviting them, or to the individual concerned.
- 15.2 The **Association** may pay the reasonable expenses incurred by **Officers** in attending meetings of the **Executive Committee**.
- 15.3 The **Association** may pay all reasonable expenses incurred by all persons conducting business on behalf of the **Association** with the prior approval of the **Executive Committee**, or any person authorised by the **Executive Committee** to grant such approval.

16. Records

- 16.1 **Register of Members:** The **Association Secretary** shall keep an up-to-date **Register of Members**, recording for each **Member** their name, contact details, the date they became a **Member**, and any other information required by this Constitution or prescribed by Regulations under the **Act**.
- 16.2 **Register of Interests:** The **Association Secretary** shall at all times maintain an up-to-date register of the interests disclosed by **Officers**.

17. Contact Person

- 17.1 The **Association's** Contact Officer must be:
- (a) At least 18 years of age,
 - (b) At all times be resident in New Zealand,
 - (c) Not disqualified under the Statute from holding that office, and

(d) And shall be the **President**.

- 17.2 Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 days of that change occurring, or the **Association** becoming aware of the change.

18. Publication and Media Comment

- 18.1 The **President** is authorised to represent the interests of the **Association** to Parliament, the media, and the People of New Zealand. The **President** may delegate such responsibility to any **Officer**.

19. Appointment of Auditor

- 19.1 The **Association's** accounts shall be audited by the Controller and Auditor General pursuant to Section 14 of the Public Audit Act 2001.

20. Dispute Resolution

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

21. Alteration to this Constitution

- 21.1 This Constitution, or any part, may be repealed, altered, amended, or added to from time to time in writing and by the approval of two-thirds of the financial **Members** assembled at an **Annual General Meeting** or **Special General Meeting**.
- 21.2 No amendment shall be made to the Constitution which affects clause 14.2 relating to monetary gain or clause 22 relating to liquidation unless it has first been approved by the Inland Revenue Department.

22. Winding Up

- 22.1 The **Association** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.
- 22.2 The **Secretary** must give 28 days prior **Notice** to all **Members** of the proposed motion to wind up the **Association**, or remove it from the Register of Incorporated Societies and of the **General Meeting** at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the **Committee** in respect to such **Notice** of motion.
- 22.3 Any resolution to wind up the **Association** or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of the voting delegates from financial **Members** present and voting. The chairperson shall have a deliberative vote only and no casting vote.

- 22.4 In the event of such motion being carried it shall be considered again and carried at a further **Special General Meeting** called for that purpose not earlier than 30 days later.
- 22.5 **Surplus Assets:** If the **Association** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**. On the winding up or liquidation or removal from the Register of Incorporated Societies of the **Association**, its surplus assets after payment of all debts, costs and liabilities shall be vested in an entity with similar purposes operating in New Zealand.
- 22.6 However, on winding up by resolution under this rule, the **Association** may approve a different distribution to a different entity from that specified above, so long as the **Association** complies with this Constitution in all other respects.

23. Trust Category Rankings

As of September 2022:

Trust Size & Turnover	Trust	Number of Votes at a General Meeting per Trust Member
Small Sized Trust Turnover \$1-\$5,000,000	<ul style="list-style-type: none"> • Birkenhead • Cheviot • Flaxmere • Geraldine • Rimutaka • Te Kauwhata 	1
Medium-sized Trust Turnover \$5,000,001-\$15,000,000	<ul style="list-style-type: none"> • Braided Rivers • Clutha • Oamaru • Wiri 	2
Medium-to-Large Sized Trust Turnover \$15,000,001-\$50,000,000	<ul style="list-style-type: none"> • Masterton • Mātaura • Mt Wellington 	3
Large-sized Trust Turnover \$50,000,000+	<ul style="list-style-type: none"> • Invercargill • Portage • Waitakere 	4