

# Constitution of Recreation Aotearoa Te Whai Oranga Incorporated

Final Draft – September 2024

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## 1. DETAILS OF RECREATION AOTEAROA TE WHAI ORANGA INCORPORATED

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### Name

- 1.1 The name of the society is Recreation Aotearoa Te Whai Oranga Incorporated (Recreation Aotearoa).

### Registered Office

- 1.2 The-registered office of Recreation Aotearoa is at the place the Board decides.

### Charitable Status

- 1.3 Recreation Aotearoa is registered as a charitable entity under the Charities Act 2005.

### Contact Person

- 1.4 At its first meeting following an AGM, the Board must appoint or reappoint at least one, and a maximum of three, persons to be the Contact Person, subject to those persons meeting the eligibility criteria set out in the Act. The Board must advise the Registrar of Incorporated Societies of any change in the Contact Person or that person's Contact Details.

## 2. PURPOSE

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The charitable purposes of Recreation Aotearoa are:

- 2.1 To advance education in recreation and leisure in New Zealand by:
- 2.1.1 promoting and facilitating the provision of training opportunities and information sharing;
  - 2.1.2 developing and holding conferences, seminars, hui, meetings, wānanga and courses on subjects relating to or bearing upon recreation and leisure in New Zealand including in the fields of planning, design, conservation, development, interpretation, management, administration and service delivery of public parks, conservation areas, reserves, botanic gardens, public open spaces, pools, sports, outdoor recreation and education, tākarō, ngā mahi a te rehia, and leisure facilities and programmes;
  - 2.1.3 printing, publishing and distributing research and papers prepared by or for Recreation Aotearoa and any records, extracts and abstracts relating to recreation and leisure including contributions to the journals;

- 2.1.4 supporting, promoting and advising on the establishment, development and recognition of degrees, diplomas and certificates relating to recreation, leisure management and administration;
  - 2.1.5 developing and promoting the use of a code of ethics, quality standards and qualifications to encourage high standards in recreation and leisure;
  - 2.1.6 developing and facilitating accreditation programmes to maintain standards and ensure safety in relation to parks and conservation areas, te taiao, sports facilities, swimming pools and other aspects of recreation and leisure used by the public;
  - 2.1.7 identifying, examining and making comments and submissions on issues that affect the provision and development of recreation and leisure in New Zealand;
  - 2.1.8 advocating, on behalf of Members and the public, to gain support for and promote the recreation and leisure sectors in New Zealand including the allocation of resources and development of recreation and leisure facilities such as parks, conservation areas, sports facilities and swimming pools;
  - 2.1.9 promoting and strengthening the networks that exist between agencies and professional associations involved in the provision of recreation opportunities in New Zealand and overseas; and
  - 2.1.10 doing any other act, matter or thing that fosters and promotes the advancement of education in relation to recreation and leisure.
- 2.2 To be beneficial to the community by:
- 2.2.1 promoting the conservation of natural resources and the environment for the benefit of current and future generations;
  - 2.2.2 promoting mātauranga māori;
  - 2.2.3 encouraging the wise use and management of resources;
  - 2.2.4 increasing the level of confidence of the community in the services provided in the recreation and leisure industries;
  - 2.2.5 encouraging the safe administration and use of parks and conservation areas, sports facilities, swimming pools and other recreation and leisure areas through the provision of accreditation programmes;
  - 2.2.6 promoting (through publicity, programmes, instruction and such other means as may arise) the proper utilisation of leisure facilities, amenities and associated natural resources;
  - 2.2.7 acting as a central organisation of persons and organisations associated with all aspects of the provision for and delivery of

recreation and leisure services and promoting cooperation and mutual assistance amongst members and the general public; and

- 2.2.8 doing any other act, matter or thing in respect of recreation and leisure that is beneficial to the community.

### 3. TIKANGA

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- 3.1 Recreation Aotearoa acknowledges and recognises tikanga Māori as the underpinning values, principles, and practices or Te Ao Māori.

### 4. WHAKAMANA I TE TIRITI O WAITANGI

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- 4.1 Recreation Aotearoa acknowledges He Whakaputunga and te Tiriti o Waitangi as the founding documents of Aotearoa/New Zealand.
- 4.2 Recreation Aotearoa is committed to upholding the mana of Te Tiriti o Waitangi and ensuring that the purposes of the organisation are carried out in a manner that is consistent with Te Tiriti o Waitangi.

### 5. CAPACITY AND POWERS

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- 5.1 Recreation Aotearoa has, both within and outside New Zealand, full capacity, rights, powers and privileges to carry on or undertake any activity, do any act, or enter into any transaction, subject to this Constitution, the Act, any other legislation, and the general law.

### 6. REGIONAL COMMITTEES AND REGIONAL ADVISORY GROUP

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- 6.1 To facilitate the co-ordination of the work of Recreation Aotearoa, the Board, in consultation with local members, will divide the country into regions and define the boundaries of each region.
- 6.2 In each region there will be a regional committee. Each regional committee operates in accordance with Guidelines made by the Board.
- 6.3 To enable the collective views and input of the regional committees to be communicated to the Board, there will be a Regional Advisory Group which will be established in accordance with terms of reference to be determined by the Board, in consultation with each regional committee.

### 7. TE KĀHUI KURA MĀORI

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- 7.1 The Board will be supported by a Māori Navigation Group Te Kāhui Kura Māori.
- 7.2 The relationship between Te Kāhui Kura Māori and the Board will be guided by a Joint Agreement / Kawengāta.

## 8. MEMBERSHIP

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### Member Application

- 8.1 An application to become a Member (**Application**) must be in the form required by Recreation Aotearoa. All Applications are decided by the Board or by delegation by the Board to the Chief Executive who may accept or decline an Application in their absolute discretion. A person becomes a Member when their Application has been accepted and they have paid the required membership fees and satisfied any other preconditions.

### Member Consent

- 8.2 A person consents to become a Member by submitting an Application to Recreation Aotearoa or paying membership fees, unless otherwise specified in this Constitution.

### Member Categories

- 8.3 Membership: The membership of Recreation Aotearoa is divided into the following categories:

8.3.1 Individual Members, being:

- (a) individuals who:
  - i work in the recreation and leisure industry providing experiences to participants in recreation or leisure or enable participation in recreation or leisure; or
  - ii are members of the group known as the New Zealand Crematoria and Cemeteries Collective; and
- (b) who are approved for membership by the Board, in its discretion and in accordance with any Bylaws; and,
- (c) who pay the membership fee applicable (if any) to their category, by the due date.

8.3.2 Organisation Members. being:

- (a) organisations (whether incorporated or unincorporated) which
  - i provide recreation or leisure experiences to participants or enables participation in recreation or leisure; or
  - ii are members of the group known as the New Zealand Crematoria and Cemeteries Collective; and
- (b) which are approved for membership by the Board, in its discretion and in accordance with any Bylaws; and

- (c) which pay the membership fee applicable (if any) to their category, by the due date.

8.3.3 Life Members, being individuals granted life membership in recognition and appreciation of their outstanding service to Recreation Aotearoa. Any Member may nominate an individual to become a Life Member by giving notice to the Board setting out the grounds for the nomination. The Board must then determine whether the nomination should be forwarded to a General Meeting for determination by the Members. A person may only be elected as a Life Member by 75% majority of votes cast by voting members at a General Meeting. A person consents to becoming a Life Member on acceptance of their life membership. Life Members are voting members and have such rights and benefits as determined by the Board.

8.3.4 Any other categories of member as the Board determines.

#### Member rights and obligations

8.4 Each member has the following rights:

8.4.1 Individual Members and Life Members have the right to:

- i Attend, speak and vote at General Meetings; and,
- ii. Receive information about Recreation Aotearoa, and other benefits, as may be specified in any;

8.4.2 Organisation Members have the right to:

- i. Attend, speak and vote at General Meetings on the following basis:
  - (a) 3 votes for Organisation Members with less than 10 Workers who provide experiences to participants in recreation or leisure or enable participation in recreation or leisure;
  - (b) 6 votes for Organisation Members with between 10 to 50 Workers who provide experiences to participants in recreation or leisure or enable participation in recreation or leisure; or
  - (c) 10 votes for Organisation Members with over 50 Workers who provide experiences to participants in recreation or leisure or enable participation in recreation [or leisure];
- ii. Offer their Workers membership of Recreation Aotearoa as Individual Members on terms set out in the Bylaws; and,

- iii. Receive information about Recreation Aotearoa, and other benefits, as may be specified in any Bylaws.

8.4.3 If the Board allows other categories of Members the Members in those categories will have the rights and obligations set by the Board and which may be in Bylaws.

8.5 Each Member:

- (a) is bound by this Constitution and the Bylaws of Recreation Aotearoa; and,
- (b) if an Organisation Member, must use reasonable endeavours (for example by making bylaws of its own) to ensure that its members agree to be bound by any Bylaws of Recreation Aotearoa which are intended to apply to its members.

8.6 Conflict of Rules: Where any rule or regulation of an Organisation Member or other entity bound by this Constitution inconsistent with this Constitution, or with the Bylaws or resolutions of the Board, the Constitution, Bylaws or resolution prevails and the rule or regulation of the Organisation Member does not apply to the extent of the inconsistency.

#### Duration of Membership and Fees

8.7 For each category of Member, the Board will decide:

- (a) If there is to be a membership fee, and,
- (b) If so, the amount of the membership fee, and,
- (c) the date(s) by which membership fee must be paid.

8.7.1 The duration of membership is 12-months from the start date of membership. If membership fees are not paid by the due date for that membership period, Recreation Aotearoa may give the Member notice of the default and if the fees are still not paid, 7 days after notice of the default has been given membership ceases.

#### Ceasing to be a member

8.8 A Member ceases to be a Member:

- i. if an individual on death, or if a body corporate on liquidation;
- ii. by giving notice to the Board of their resignation;
- iii. if their membership ceases under clause 8.7
- iv. if their membership is terminated following a dispute resolution process or such other process set out or referred to in this Constitution.



- 8.9 A Member who ceases to be a Member:
- i. remains responsible to pay all their outstanding membership and other fees to the Recreation Aotearoa
  - ii. must return all property of Recreation Aotearoa if required;
  - iii. ceases to be entitled to any rights of a Member, but continues to be bound by the obligations of a Member under this Constitution if required by the Board.

#### Suspension and expulsion of a member

- 8.10 If a Member is, or may be, in breach under clause 8.5 and the Board believes it is in the best interests of Recreation Aotearoa to do so, the Board may suspend the Member until final determination of the matter under the dispute resolution process applicable to the matter. Before imposing any suspension, the Member must be given notice of the suspension.

Unless otherwise determined by the Board, while a Member is suspended and until the alleged breach is resolved or determined, the Member is:

- i. not entitled to attend, speak or vote at a General Meeting;
  - ii. not entitled to any other rights or entitlements as a Member;
  - iii. in the case of an Individual Member, not entitled to continue to hold office in any position within Recreation Aotearoa.
- 8.11 The Board has the right to expel any Member, who, is found after a dispute process conducted in accordance with this Constitution to have breached any Bylaw.

#### Member Register

- 8.12 The Board will ensure an up-to-date Member Register is kept and the register must include:
- i. each Member's name;
  - ii. each Member's Contact Details;
  - iii. the date each person became a Member.
- 8.13 A Member must provide notice to Recreation Aotearoa of any change to their Contact Details. The Member Register will be updated as soon as practicable after the Board becomes aware of changes of the information recorded in the Member Register.
- 8.14 The Board will keep a record of the name of each person who has ceased to be a member of Recreation Aotearoa within the previous 7 years and the date on which they ceased to be a member.

## 9. GENERAL MEETINGS

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### Annual General Meeting (AGM)

- 9.1 Recreation Aotearoa must hold an Annual General Meeting of the Members once in each calendar year on a date to be fixed by the Board not more than 6 months after the balance date of Recreation Aotearoa and no later than 15 months after the previous AGM:
- 9.2 The Members must be given at least 60 Business Days' notice of the AGM. Notice to Members of an AGM may be given by posting on Recreation Aotearoa's website.
- 9.3 The following business will be discussed at the AGM:
  - 9.3.1 confirmation of the minutes of the previous AGM;
  - 9.3.2 the Board's presentation of the following information during the most recently completed accounting period:
    - i. the annual report;
    - ii. the annual financial statements;
    - iii. the auditor's report to members on the financial statements audited by a qualified auditor;
    - iv. notice of any disclosures of conflicts of interest made by Officers (including a brief summary of the Matters, or types of Matters, to which those disclosures relate);
  - 9.3.3 the election or appointment of any Board Members;
  - 9.3.4 the appointment of an auditor;
  - 9.3.5 consideration of any motions proposing to amend this Constitution that have been properly submitted for consideration at the AGM;
  - 9.3.6 consideration of any other items of business that have been properly submitted for consideration at the AGM.
- 9.4 Members must give notice of any proposed motions and other items of business to the Chief Executive of Recreation Aotearoa at least 40 Business Days' before the date of the AGM.
- 9.5 Notice of the agenda containing the business to be discussed at the AGM must be given by any method determined by the Board to all persons entitled to attend the AGM at least 30 Business Days before the date of the AGM. No additional items of business can be voted on other than those set out in the agenda, but the Members present may agree by Special Resolution to discuss any other items.

## Special General Meetings (SGM)

- 9.6 The Board must call a SGM if it receives a written request stating the purpose of the SGM from:
- i. the Board itself; or
  - ii. by 50% of Voting Members.
- 9.7 SGMs will be held not more than 20 Business Days after the day on which the Board calls for a SGM or on which the requisition was received by the Board, as the case may be.
- 9.8 Members must be given by any method determined by the Board at least 10 Business Days' notice of the SGM, unless the Board, in its discretion, decides that the nature of the SGM business is of such urgency that a shorter period of notice is to be given to Members.
- 9.9 A SGM may only consider and deal with the business specified in the request for the SGM.

## Attendance at General Meetings

- 9.10 Attendance at Meetings: The following persons may attend General Meetings:
- 9.10.1 Voting Member: Each Voting Member may attend, speak at and vote at General Meetings. Organisation Members wishing to attend a General Meeting must appoint a delegate to represent the Member at the meeting and notify Recreation Aotearoa in the manner and time period required by Recreation Aotearoa.
- 9.10.2 Board Members and Members (other than Voting Members) may attend and speak at General Meetings but are not entitled to vote in that capacity.
- 9.10.3 Other persons: Observers and persons invited by the Board to attend may attend General Meetings and will be entitled to speak if invited to do so by the Chair but are not entitled to vote.

## Proceedings at General Meetings

- 9.11 Methods of Holding Meetings: General Meetings are held by a quorum of persons:
- (a) being assembled together at the time and place appointed for the meeting; or
  - (b) participating in the meeting by means of audio link, audio visual link, or other electronic communication; or
  - (c) by a combination of both the methods described above.

- 9.12 The General Meeting and its business will not be invalidated by an irregularity, error or omission in notices, agendas and relevant papers of the General Meeting or the omission to give notice within the required time frame or the omission to give notice to all Members and any other error in the organisation of the General Meeting if:
- (a) the Chair in their discretion determines that it is still appropriate for the General Meeting to proceed despite the irregularity, error, or omission; and
  - (b) a motion to proceed is put to the General Meeting and a majority, of two-thirds of votes cast, is obtained in favour of the motion to proceed.
- 9.13 Powers Exercisable by Ordinary Resolution: Unless otherwise specified in this Constitution, a power or right reserved to Voting Members may be exercised by simple majority vote (more than 50% of required votes cast in favour).
- 9.14 Appointment of Proxy: If a Voting Member is unable to attend General Meeting, that Member may appoint the Chair as their proxy. Recreation Aotearoa must be notified of the appointment in writing in accordance with any requirements set by Recreation Aotearoa. A proxy is appointed by completing the required form.

#### Quorum

- 9.15 No business may be transacted at any General Meeting unless a quorum is present at the time the meeting is due to start. A quorum for a General Meeting is the lesser of 10% of Voting Members or 30 Voting Members. Counted for the purposes of a quorum are those Voting Members present by any of the methods referred to in clause 9.11 and including the proxies of such delegates properly notified to Recreation Aotearoa. The quorum must always be present during the General Meeting.
- 9.16 If a quorum is not reached within 30 minutes of the scheduled start time of an AGM, the AGM is adjourned to a day, time and place determined by the chair of the AGM. If no quorum is achieved at the further AGM, the Members present, in person or through audio, audio visual link or other electronic communication, 15 minutes after the scheduled start time of that further AGM are deemed to constitute a valid quorum.
- 9.17 If a quorum is not reached within 30 minutes of the scheduled start time of the SGM, the SGM is cancelled.

#### Control of General Meetings

- 9.18 The Chair of Recreation Aotearoa chairs General Meetings. If the Chair is unavailable, another member of the Board (appointed by the Board) will preside. In the absence of both of those persons, the Members present will elect a person to chair the General Meeting.

- 9.19 Procedure: The Board may set procedures for General Meetings. Additionally, but subject to any restrictions set by the Board the Chair of a General Meeting will regulate the proceedings at that meeting and may adjourn the meeting.
- 9.20 Scrutineer: For each General Meeting the Members will elect 2 or more persons to act as Scrutineers to keep a record of and count votes cast.

#### Voting at General Meetings

- 9.21 Voting at General Meetings may be by voice, show of hands or ballot and may include a vote exercised by proxy, electronic means and postal votes as follows:
- (a) The Chair will, in respect of every resolution put the resolution to vote by the voting methods appropriate to the manner in which the meeting is being held and appropriate to the matter that is being voted upon. Depending on the circumstances this may be by voice, by show of hands or by ballot. Voting by proxy, electronic means and postal voting is permitted in accordance with requirements notified by the Board in relation to General Meetings and in the absence of such notification as determined by the Chair of the General Meeting. Any question as to the validity of a vote will be determined by the Chair.
- 9.22 A resolution in writing signed or consented to by email or other electronic means by a 75% majority of Voting Members is valid as if it had been passed at a General Meeting provided the requirements under sections 89 to 92 of the Act are complied with. Any resolution may consist of several documents in the same form each signed by one or more Members.
- 9.23 Elections for Board Members at a General Meeting must be undertaken by secret ballot by those Voting Members present and entitled to vote at the General Meeting and by proxy, postal voting or electronic means. Those nominees for the vacant Elected Board Member positions which have the highest number of votes in their favour will be declared elected. If there are any ties for a position a further vote is to be held among those Voting Members present and by proxy and electronic means and by postal voting (but only for those postal votes which are received within the voting period within the meeting as set by the Chair) to determine which of the tied candidates is successful. If there is the same number of nominations as positions available, the Chair will declare those nominees elected. If there are insufficient nominations for the positions available, the vacancy will be filled by the Board in accordance with clause 10.9 as if the vacancy were one arising under that clause.

#### Minutes

- 9.24 The Board must ensure that full minutes are kept of all General Meetings.

## 10. BOARD COMPOSITION & MEMBERSHIP

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### Functions and Powers

- 10.1 Role of the Board: The Board is responsible for governing Recreation Aotearoa and, subject to this Constitution and the Bylaws, may exercise all the powers of Recreation Aotearoa and do all things that are not expressly reserved for determination by Voting Members.

### Composition

- 10.2 Membership of the Board: The Board comprises:
- 10.2.1 three (3) people appointed in accordance with this Constitution; and
  - 10.2.2 four (4) people elected by the Voting Members, in accordance with this Constitution.
- 10.3 This Constitution expressly provides for the majority of the Board to be made up of Officers who are not Members or representatives of bodies corporate that are Members.
- 10.4 Chair and Deputy Chair: Subject to clause 10.5, at its first meeting following each AGM, the Board will appoint a Chair and a Deputy Chair from amongst the Board Members, for a term of office of one (1) year. The role of the Chair is to chair meetings of the Board and to represent the Board and Recreation Aotearoa / the Society. The role of the Deputy Chair is to perform the role of the Chair in the Chair's absence. The Chair (or Deputy Chair), or his or her nominee, may attend any meeting of any Board subcommittee. If the Chair is unavailable the Deputy Chair, or in the absence of both, another Board Member appointed by the Board will undertake the Chair's role during the period of unavailability.
- 10.5 The Board may choose to appoint two Co-Chairs from amongst the Board Members, instead of a Chair and Deputy Chair. The Co-Chairs will together ensure the performance of Chair and Deputy Chair roles under this Constitution and the Bylaws in accordance with requirements determined by the Board. In the absence of requirements by the Board performance of the roles is by agreement between the Co-Chairs. To avoid doubt, where there are Co-Chairs a reference to Chair or Deputy Chair is a reference to the appropriate person responsible in accordance with this clause.

### Ineligibility

- 10.6 A person seeking appointment, election or to remain in office as a Board Member is eligible to do so whether or not they are a Member Recreation Aotearoa, but the following persons are not eligible for appointment, election or to remain in office as a Board Member:
- 10.6.1 Other Position: a person who is an employee or contractor to Recreation Aotearoa, unless as a condition of appointment or

election they agree to (and subsequently do) end their position prior to or on commencement as a Board Member.

- 10.6.2 A person disqualified from being elected, appointed or holding office as an officer of a society under section 47 of the Act or under the Charities Act.

#### Cessation of Office

- 10.7 If any of the circumstances listed in clause 10.6.2 occur to a Board Member, that Board Member is deemed to have vacated his/her office upon the relevant authority making an order or finding against that Board Member of any of those circumstances. If a Board Member holds a position in clause 10.6.1, then upon appointment to that position, that Board Member is deemed to have vacated his/her office as a Board Member. This Rule does not limit the right to suspend a Board Member under clause 10.9.5 (Suspension of Board Member).

#### Term of Office

- 10.8 The term of office for all Board Members is three (3) years, commencing at the conclusion of the General Meeting (or Board Appointments Panel meeting) at which their appointment or election is made or effective, and expiring at the conclusion of the third AGM or three (3) years after their appointment or election. All Board Members are eligible to serve a maximum of three (3) consecutive terms of office. This clause is subject to clause 10.10.3 (Casual Vacancy), clause 10.10.4 (Removal of Board Member), and the schedule of rotation under clause 10.9

#### Schedule of Rotation

- 10.9 Prior to each AGM, the Board will advise the Chief Executive Officer (who will in turn advise the Members) of the schedule of rotation and the vacancies arising in Board Member positions at the AGM.

#### Vacancies

- 10.10 If there is a casual vacancy on the Board under clause 10.10.3 (Casual Vacancy) it is filled in accordance with this clause for the balance of the term of office of the vacating Board Member:
- 10.10.1 If the AGM for the year in which the vacancy arises is scheduled for a date being less than six (6) months after the date the vacancy arose, the remaining Board Members may either appoint another person of their choice to fill the vacancy or leave the vacancy unfilled until the AGM for that year.
- 10.10.2 If the AGM for the year in which the vacancy arises is scheduled for a date being six (6) months or longer after the date the vacancy arose, the following process applies:

- (a) for a vacancy of an Appointed Board Member's position, it will be filled by the Board Appointments Panel in accordance with the procedure in clause 14 (Appointment and Election of Board Members) and the appointment will take effect immediately upon notification to the Board Members concerned; or
- (b) for a vacancy of an Elected Board Member's position, it will be filled in accordance with the procedure in clause 14 (Appointment and Election of Board Members), with any modifications necessary as to timing as the Board considers appropriate provided that the Board will notify the Members of any such modification.

10.10.3 A casual vacancy arises if a Board Member does not serve out their term of office or a position on the Board is not filled by the Board Appointments Panel (in the case of an Appointed Board Member) or by the Members at a General Meeting (in the case of an Elected Board Member); or if any of the circumstances in clause 10.6 (Ineligibility) apply.

#### Removal of Board Member

10.10.4 The Members at a Special General Meeting called for this purpose may, by a majority of 2/3 of Voting Members remove any Board Member or the Board as a whole, before or after the expiration of their term of office. The following procedure apply:

- (a) upon Recreation Aotearoa receiving a request for a SGM to remove a Board Member, or the Board as a whole, the Chief Executive will ensure the notice of the SGM is sent to the Board Member concerned or the Board (as the case may be), and the persons specified in Clause 10. (Attendance at General Meetings); and
- (b) following notification, under Clause 9.10. and before voting on the resolution to remove a Board Member, or the Board as a whole, the Board Member or the Board (as the case may be) affected by the proposed resolution to remove them from the Board will be given the opportunity prior to the SGM to make submissions in writing to the persons entitled to be present at the General Meeting about the proposed resolution.

#### Suspension of Board Member:

10.10.5 If any Board Member is alleged to have, or is charged with, or is given notice by the relevant authority, of a proposal to make an order or finding against that Board Member of any of the circumstances described in clause 10.6.2 (Ineligibility), the remaining Board Members may, after reasonable enquiry and giving the Board Member concerned the right to be heard, suspend



the Board Member from the Board pending the determination of such allegation notice or charge.

## 11. POWERS OF BOARD, OFFICERS DUTIES AND INTERESTS

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- 11.1 Subject to any restrictions contained in the Act or in this Constitution the Board has all the powers to manage, direct or supervise the operation and affairs of Recreation Aotearoa, and The Board must do so.

### Bylaws

- 11.2 The Board may make and amend Bylaws for the conduct and control of Recreation Aotearoa's activities and conduct applicable to Members. Any Bylaw must be consistent with this Constitution, the Purposes, the Act and any other laws. All Bylaws are binding on Recreation Aotearoa and the Members.

The making, amendment, revocation, or replacement of a Bylaw is not an amendment of this Constitution.

### Matters Not Provided For:

- 11.3 If any situation arises that, in the opinion of the Board, is not provided for in this Constitution or the Bylaws, the matter will be determined by the Board.

### Officers Duties:

- 11.4 An Officer:
- (a) when exercising powers or performing duties as an Officer, must act in good faith and in what the Officer believes to be the best interests of Recreation Aotearoa;
  - (b) must exercise a power as an Officer for a proper purpose;
  - (c) must not act, or agree to Recreation Aotearoa acting, in a manner that contravenes the Act or this Constitution;
  - (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances, taking into account, but without limitation the nature of Recreation Aotearoa, the nature of the decision and the position of the Officer and the nature of the responsibilities undertaken by them;
  - (e) must not agree to the activities of Recreation Aotearoa being carried on in a manner likely to create a substantial risk of serious loss to Recreation Aotearoa's creditors or cause or allow the activities of Recreation Aotearoa to be carried on in a manner likely to create a substantial risk of serious loss to Recreation Aotearoa's creditors;

- (f) must not agree to Recreation Aotearoa incurring an obligation unless the Officer believes at that time on reasonable grounds that Recreation Aotearoa will be able to perform the obligation when it is required to do so; and
- (g) when exercising powers or performing duties as an Officer, may rely on reports, statements, and financial data and other information prepared or supplied, and on professional or expert advice given, by any of the following persons:
  - i. an employee whom the Officer believes on reasonable grounds to be reliable and competent in relation to the matters concerned;
  - ii. a professional adviser or expert in relation to matters that the officer believes on reasonable grounds to be within the person's professional or expert competence; or
  - iii. any other Officer or subcommittee of Officers on which the Officer did not serve in relation to matters within the Officer's or subcommittee's designated authority,

If the Officer, acts in good faith, makes proper inquiry where the need for inquiry is indicated by the circumstances, and has no knowledge that the reliance is unwarranted.

Interests:

11.5 An Officer is Interested in a Matter if the Officer:

- (a) may obtain a financial benefit from the Matter; or
- (b) is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of a person who may obtain a financial benefit from the Matter; or
- (c) may have a financial interest in a person to whom the Matter relates; or
- (d) is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the Matter relates,

but an Officer is not interested in a Matter:

- (e) merely because the Officer receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
- (f) if the Officer's interest is the same or substantially the same as the benefit or interest of all or most other Members of Recreation Aotearoa due to the membership of those members; or

- (g) if the Officer's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Officer in carrying out their responsibilities under the Act or this Constitution.

11.6 The Board must keep an Interests Register.

11.7 An Officer who is Interested in a Matter relating to Recreation Aotearoa must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board, as soon as practicable after the officer becomes aware that they are interested in the Matter and include it in the Interests Register.

11.8 A Board Member who is Interested in a Matter:

- (a) must not vote or take part in a decision of the Board relating to the Matter, unless all non-interested Board Members consent;
- (b) must not sign any document relating to the entry into a transaction or the initiation of the Matter, unless all non-interested Board Members consent;
- (c) must not take part in any Board discussion relating to the Matter or be present at the time of the Board decision, unless all non-interested Board Members consent;
- (d) may be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.

11.9 Despite clause 11.8, if 50% or more Board Members are Interested in a Matter, an SGM must be called to consider and determine the Matter.

11.10 The Board must notify Members of a failure to comply with section 63 or 64 of the Act, and of any transactions affected, as soon as practicable after becoming aware of the failure in the manner set out in the Regulations.

## 12. PROCEEDINGS OF THE BOARD

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### Quorum

12.1 Four members of the Board constitute a quorum at meetings of the Board.

12.2 Convening Meetings: The Board will meet:

12.2.1 As it Decides: at such times and places, and in such ways (including wānanga) as it decides at regular intervals; or

12.2.2 Special Meeting: at a special meeting of the Board called by the Secretary on receipt of a requisition from the Chair or any three (3) Board Members. The date and place of Special Meetings will be determined by the Secretary.

12.3 Notices: Not less than five (5) Business Days' notice of a Board meeting must be given to Board Members.

- 12.4 Irregularity in Notice: An irregularity in the notice of a meeting is waived if all Board Members entitled to receive notice of the meeting attend the meeting without protest as to the irregularity, or if all the Board Members entitled to receive notice of the meeting agree to the waiver.
- 12.5 Adjournment: A meeting of the Board may be adjourned to such date and place as the Board decides.
- 12.6 Meeting using Technology: Any one (1) or more Board Members may participate in any meeting of the Board and vote on any proposed resolution at a meeting of the Board without being physically present. This may occur by telephone, through video conference facilities or by other means of electronic communication (other than electronic mail (e-mail) communication) provided that prior notice of the meeting is given to all Board Members and all persons participating in the meeting are able to hear each other effectively and simultaneously. Participation by any Board Member in this manner at a meeting will constitute the presence of that Board Member at that meeting.
- 12.7 Consensus Decision Making: The Board will endeavour to reach consensus when making decisions. Voting will only be used as a last resort where consensus cannot be reached.
- 12.8 All persons entitled to vote at any meeting of the Board have one vote each.
- 12.9 All matters for decision at Board meetings will be decided by a simple majority of votes of Board Members present except as may be otherwise provided for in this Constitution.
- 12.10 Voting at Board meetings may be by voices or show of hands or transmitted electronically.
- 12.11 Any Board Member may in writing delegate that Board Member's power of voting to any other Board Member at any specified meeting of the Board on any specified subject or subjects, provided, however, such delegation may be given only if the Board Member is unable to attend the meeting because of illness or absence on official business Recreation Aotearoa.
- 12.12 In the absence of the Chair from any meeting of the Board the Deputy Chair will exercise the powers of the Chair and in the absence of both the Chair and the Deputy Chair, or where no Deputy Chair has been elected, a Chair must be elected from the members present for that meeting.
- 12.13 The Board must ensure that minutes are kept of all proceedings at meetings of the Board.
- 12.14 A resolution in writing signed or assented to by all Board Members is as valid as if it had been passed at a Board meeting provided the Board Members signing or assenting to the resolution would constitute a quorum of the Board and would have power to pass such resolution at a Board meeting. A resolution may consist of several documents in identical form.

- 12.15 The Board will meet at least four times each year and more frequently if considered necessary. A special Board meeting will be convened within 20 Business days of receiving a written request to do so from at least three Board Members.

### 13. BOARD APPOINTMENTS PANEL

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#### Establishment

- 13.1 If the Board Appointments Panel needs to be convened, the Chair (or the person described in clause 13.2) will notify the Board, and the Regional Advisory Group and Te Kāhui Kura Māori and require them to submit the name(s) of their appointee(s) as specified in clause 13.2 (Composition). Upon receipt of these names, the Chair (or the person described in clause 13.2) will convene the Panel.
- 13.2 Composition: The Panel will comprise the following four (4) people:
- 13.2.1 one (1) person being the Chair, or if s/he is seeking reappointment or re-election to the Board, then another Board Member not seeking re-appointment or re-election to the Board, as determined by the Board, unless the circumstances in clause 13.4 arise in which case that clause applies and provided if a Co-Chair is seeking appointment or election the other Co-Chair is not eligible;
  - 13.2.2 one (1) Member appointed by the Regional Advisory Group, who will not be an employee of Recreation Aotearoa;
  - 13.2.3 one (1) Member appointed by Te Kāhui Kura Māori, who will not be an employee of Recreation Aotearoa;
  - 13.2.4 one (1) nominee who is an independent professional experienced in governance, and the functions and appointment of directors in New Zealand, as determined by the Board, unless the circumstances in clause 13.4 arise in which case that clause applies.

#### Eligibility

- 13.3 A person is not eligible to be a member of the Panel, or to remain on the Panel, if that person is standing for election or seeking appointment to the Board, or if any of the circumstances listed in clause 10.6 (Ineligibility) have occurred, or occur to that person, as if every reference to a Board Member in that clause is to a person seeking to be a member of the Panel.
- 13.4 Board Unable to Appoint: If the Board as a whole has been removed, resigns en masse, or does not have a quorum and is therefore unable to appoint the persons described in clause 13.2, that person or persons will be appointed or determined (as the case may be) by the Regional Advisory Group.
- 13.5 Convenor: The convenor of the Panel is the person specified in clause 13.2.

- 13.6 Term of Office: The members of the Panel hold office for the period necessary to fulfil their responsibilities in relation to each vacancy of a Board Member for which the Panel was established. There is no limit to the number of occasions a person can be appointed to the Panel.

#### Responsibilities

- 13.7 The Panel is independent of the Board and is responsible for:
- 13.7.1 identifying and inviting suitable candidates to be nominated for appointment as a Board Member;
  - 13.7.2 advertising and inviting members of the public to nominate candidates for appointment as a Board Member;
  - 13.7.3 assessing nominees who have been nominated for appointment as an Appointed Board Member, (including undertaking such enquires and holding interviews and meetings as it sees fit);
  - 13.7.4 deciding the nominees to be appointed as Appointed Board Members; and
  - 13.7.5 such other related matters set out in any applicable Bylaws.

#### Relevant Factors

- 13.8 In determining the Appointed Board Members, the Panel will appoint based on the merit of each candidate and the overall mix and balance of the Board as a whole. To achieve this objective the Panel may consider any factors it considers relevant including but not limited to: candidate capability, experience, skills, gender, diversity, knowledge of the application of mātauranga māori and knowledge of the leisure and recreation sector.
- 13.9 Restrictions on Activity: No member of the Panel may seek appointment as a Board Member whilst a member of the Panel.

#### Meetings

- 13.10 The Panel will decide how and when it meets.
- 13.11 Quorum: The quorum for a meeting of the Panel is four (4) members.
- 13.12 Decisions: Any decision of the Panel regarding the appointment of Appointed Board Members must be unanimous.
- 13.13 Conflicts and Confidentiality: All information received by the Panel, and its deliberations will-be kept confidential except to the extent required by law. Any member of the Panel who considers s/he may have a potential conflict of interest in considering the appointment or otherwise of any nominee, will declare that potential conflict to the convenor and if the convenor considers it appropriate to do so, s/he may require that member to vacate their position on the Panel. If the convenor considers s/he may have a

potential conflict of interest, they will notify the Board and if the Board considers it appropriate to do so, it may require that member to vacate their position on the Board Panel.

- 13.14 Vacancies: Any vacancy that arises in the membership of the Panel will be filled with a replacement member to be appointed by the person or organisation that appointed the Panel member for which the vacancy arises.
- 13.15 Removal: The Board may remove any member of the Panel if the Board considers, in its sole discretion, that:
- 13.15.1 the member has a conflict of interest which has not been satisfactorily resolved to the Board's satisfaction by the convenor; or
  - 13.15.2 there are circumstances which may give rise to a question of bias in the Panel's process; or
  - 13.15.3 the member has been found by the Board to have brought Recreation Aotearoa (including any employee, official or Member) into disrepute; or
  - 13.15.4 any of the circumstances listed in clause 10.6 (Ineligibility) have occurred to the member.
- 13.16 Procedure: Before removing any member from the Panel, the Board must notify the member of its proposal to remove them and give the member and the other members of the Panel the opportunity to make submissions on the proposed removal.

## 14. APPOINTMENT AND ELECTION OF BOARD MEMBERS

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### Appointed Board Members

- 14.1 The Board Appointments Panel will call for nominations for any Board Member positions that are to be vacated due to the expiry of their term of office or that have arisen as a result of a casual vacancy arising under clause 10.10.3 (Casual Vacancy), in a time period determined by the Board Appointments Panel prior to expiry of the Appointed Board Member's Term.
- 14.2 Nominations for Board Member positions will be made in the approved form set out by the Panel to Recreation Aotearoa not less than the time period determined by the Panel.
- 14.3 Upon receipt of any nominations for vacancies for Board Member(s) positions, the Chief Executive Officer will refer all the nominations to the Panel.
- 14.4 The Panel will undertake its responsibilities as set out in clause 13.7 (Responsibilities).

- 14.5 The Chief Executive will, as soon as practicable, notify the Members of the decisions of the Panel regarding any Appointed Members it has appointed.

#### Elected Board Members

- 14.6 The Elected Board Members are determined by the Voting Members from among all the valid nominations for Elected Board Member positions.
- 14.7 Other Positions: Nominees for positions as Board Members (elected or appointed) may not hold or continue to hold a position as an employee of, or contractor to Recreation Aotearoa if they are appointed or elected as a Board Member.

#### 15. CHIEF EXECUTIVE

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- 15.1 Role: There will be a Chief Executive of Recreation Aotearoa who will be employed on terms decided by the Board. The Chief Executive is under the direction of the Board and is responsible for the day-to-day management of Recreation Aotearoa in accordance with the Bylaws and within limitations set by the Board.
- 15.2 Attendance at Board Meetings: The Chief Executive will attend all Board meetings unless otherwise required by the Board but has no vote.

#### 16. FINANCIAL

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- 16.1 No Pecuniary Profit: Nothing in this Constitution permits any part of the funds of Recreation Aotearoa to be used or to be available to be used for the private pecuniary profit of any Member or any person associated with any Member. For the avoidance of doubt, the term "private pecuniary profit" does not include remuneration or payments for services rendered reasonable and relative to that which would be paid in an arms-length transaction (being the open market value). This clause applies notwithstanding any other provision in this Constitution.
- 16.2 Receipts and Payments: All money received by Recreation Aotearoa must be credited to a bank to the credit of Recreation Aotearoa. All payments by Recreation Aotearoa must be authorised in accordance with requirements set by the Board.
- 16.3 Books to be kept: The Board will ensure proper accounting records are kept.
- 16.4 Financial Year: The Recreation Aotearoa financial year commences on 1 July and ends on 30 June in the next year.



- 16.5 Audit: The accounts of Recreation Aotearoa will be audited by the Auditor appointed at the AGM. The Auditor will not hold any other position in Recreation Aotearoa.

## 17. NOTICES

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- 17.1 Subject to any other notice provision in this Constitution, any notice or other communication given under this Constitution must be in writing and will be given to:

- (a) a Member to the address set out in their Contact Details;
- (b) Recreation Aotearoa to admin@nzrecreation.org.nz or by post to Recreation Aotearoa's registered office set out on the Register of Incorporated Societies.

- 1.7.2 A notice is deemed to have been received:

- (a) if given by post, when left at the address of a person or five Business Days after being put in the post; or
- (b) if given by email, upon production of a physical copy of the email detailing the time and the date the email was sent (provided that the sender does not receive any "out of office" auto-reply or other indication of non-receipt),

provided that any notice or communication received or deemed received after 5pm on a Business Day, or on a day which is not a Business Day, will be deemed not to have been received until the next Business Day.

## 18. INDEMNITY AND INSURANCE

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- 18.1 Recreation Aotearoa Indemnifies its current and former Officers, Members and employees as permitted by section 96 of the Act.

- 18.2 With the prior approval of the Board Recreation Aotearoa may effect insurance for its current and former Officers, Members and employees as permitted by section 97 of the Act.

- 18.3 Recreation Aotearoa is authorised to indemnify an Officer under section 96 of the Act or effect insurance for an Officer under section 97 of the Act for the following matters:

- (a) liability other than criminal liability for a failure to comply with a duty under sections 54 to 61 of the Act or any other duty imposed on the Officer in their capacity as an Officer; and
- (b) costs incurred by the Officer for any claim or proceeding relating to that liability.

## 19. ALTERATION OF CONSTITUTION

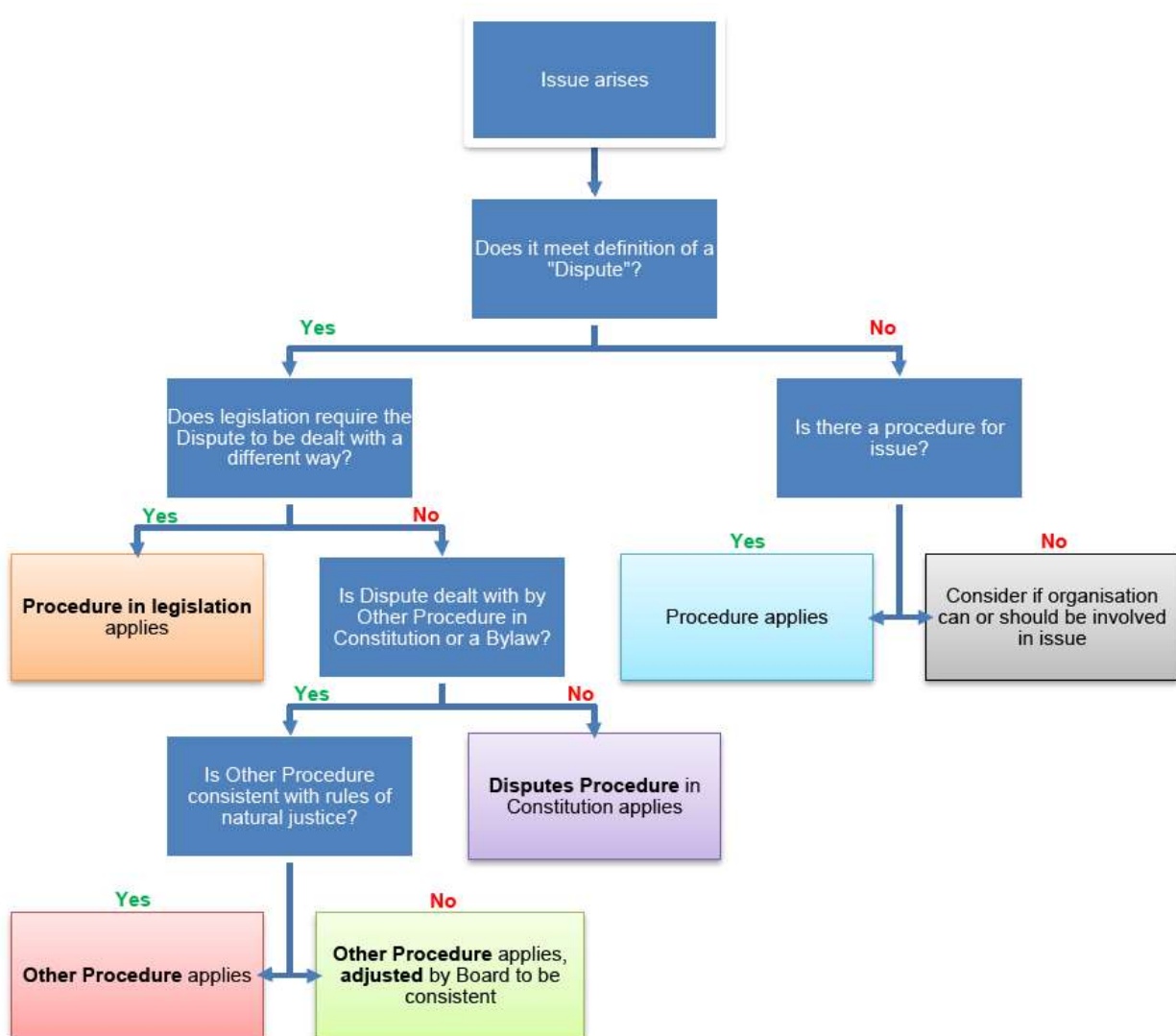
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- 19.1 Alterations: No clause in this Constitution may be changed nor a new clause added except by a majority of 2/3 of Voting Members who cast votes at General Meeting of Recreation Aotearoa. Notice will be given to Members in accordance with this Constitution, specifying alterations proposed. Any motion to change the Constitution will be notified with the notice of meeting.
- 19.2 No change to this Constitution may be made which would allow personal pecuniary profits to any Members or individuals.

## 20. LIQUIDATION AND REMOVAL

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- 20.1 The Board must give notice to all Members at least 20 Business Days of a proposed motion:
- (a) to appoint a liquidator;
  - (b) to remove Recreation Aotearoa from the Register of Incorporated Societies; or
  - (c) for the distribution of Recreation Aotearoa's surplus assets.
- 20.2 The notice must comply with section 228 of the Act and include details of the General Meeting at which the proposed motion is to be considered.
- 20.3 Any resolution for a motion set out in clauses 20.1(a) to (c) must be passed by a two thirds majority of the number of Voting Members who cast a vote.
- 20.4 Upon liquidation or dissolution, any property or assets remaining after the satisfaction of all Recreation Aotearoa debts, liabilities and obligations will be given or transferred to an exclusively charitable body or bodies with charitable purposes that are similar to those of Recreation Aotearoa, as decided by a majority of votes cast at the General Meeting held under this clause 20.2 and 20.3.



### Definitions

21.1 In this clause 21:

- (a) **Dispute** means a disagreement or conflict between and among any one or more Members, any one or more Officers and Recreation Aotearoa, that relates to an allegation that:
  - i. a Member or an Officer has engaged in misconduct; or
  - ii. a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
  - iii. Recreation Aotearoa has breached, or is likely to breach, a duty under this Constitution or the Act; or

- iv. A Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged;
- (b) **Disputes Procedure** means the procedure for resolving a Dispute set out in clauses 21.6 to 21.18;
- (c) a **Member** is a reference to a Member acting in their capacity as a Member;
- (d) an **Officer** is a reference to an Officer acting in their capacity as an Officer.

### **Application of other legislation to a Dispute**

21.2 The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

### **Application of other procedures under this Constitution or in a Bylaw**

21.3 If the Dispute is dealt with by a separate procedure under this Constitution or in a Bylaw (**Other Procedure**), that Other Procedure applies to the exclusion of the Disputes Procedure. If any part of the Other Procedure is inconsistent with the rules of natural justice, that part will not apply, but the remainder of the Other Procedure will continue to apply together with the adjustments as determined by the Board in its discretion so that the Other Procedure is consistent with the rules of natural justice.

21.4 If the conduct, incident, event or issue does not meet the definition of a Dispute and is managed by any Other Procedure, that Other Procedure applies to the exclusion of the Disputes Procedure.

### **Application of the Disputes Procedure**

21.5 If the Dispute is not required by other legislation to be dealt with in a different way and is not dealt with by any Other Procedure, the Disputes Procedure applies to the Dispute.

## Disputes Procedure

### **Raising a Complaint**

- 21.6 A Member or an Officer may start the Disputes Procedure (a **Complaint**) by giving written notice to the Board setting out:
- (a) the allegation to which the dispute relates and who the allegation is against;
  - (b) any other information reasonably required by Recreation Aotearoa.

- 21.7 Recreation Aotearoa may make a Complaint involving an allegation against a Member or an Officer by giving notice to the person concerned setting out the allegation to which the Dispute relates.
- 21.8 The information given must be enough to ensure a person against whom the Complaint is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

### **Investigating and determining Disputes**

- 21.9 Unless otherwise provided, Recreation Aotearoa must as soon as is reasonably practicable after receiving or becoming aware of a Complaint, ensure the Dispute is investigated and determined.
- 21.10 Disputes must be dealt with in a fair, efficient and effective manner.

### **Decision to not proceed with a matter**

- 21.11 Despite the contents of the Disputes Procedure, Recreation Aotearoa may decide not to proceed with a matter if:
- (a) the Complaint is trivial; or
  - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
    - i. any material misconduct; or
    - ii. any material breach or likelihood of material breach of a duty under the Constitution or the Act; or
    - iii. any material damage to a Member's rights or interests or Members' rights or interests generally; or
  - (c) the Complaint appears to be without foundation or there is no apparent evidence to support it; or
  - (d) the person who makes the Complaint has an insignificant interest in the matter; or
  - (e) the conduct, incident, event or issue giving rise to the Complaint has already been investigated and dealt with under this Constitution; or
  - (f) there has been an undue delay in making the Complaint.

### **Complaint may be referred**

- 21.12 Recreation Aotearoa may refer a Complaint to:
- (a) a hearing body or person authorised, delegated or appointed by the Board to hear and resolve Disputes, and includes an arbitral tribunal (**Hearing Body**); or

- (b) a subcommittee or an external person to investigate and report; or
- (c) any type of consensual dispute resolution with the consent of all parties to the Complaint.

### **Hearing Body**

21.13 The Board may determine the composition, jurisdiction, functions and procedures of, and any sanctions which can be imposed by any Hearing Body. Each Hearing Body has delegated authority by the Board to resolve, or assist to resolve, Complaints.

### **Bias**

21.14 An individual may not be part of a Hearing Body in relation to a Complaint if two or more members of the Board or of the Hearing Body consider there are reasonable grounds to believe that the individual may not be:

- (a) impartial; or
- (b) able to consider the matter without a predetermined view.

### **Complainant's right to be heard**

21.15 The Member or Officer has a right to be heard before the Complaint is resolved or any outcome is determined. If Recreation Aotearoa makes a Complaint, Recreation Aotearoa has a right to be heard before the Complaint is resolved or any outcome is determined, and a Board Member may exercise that right on behalf of Recreation Aotearoa.

21.16 A Member or Officer of Recreation Aotearoa must be taken to have been given the right if:

- (a) the Member or Officer of Recreation Aotearoa has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
- (b) the oral hearing is held if the Hearing Body consider that an oral hearing is needed to ensure an adequate hearing; and
- (c) a oral hearing, if any is held before the Hearing Body; and
- (d) the Member's or Officers of Recreation Aotearoa's written statement or submission, if any, are considered by the Hearing Body.

### **Respondents right to be heard**

21.17 The Member or Officer of Recreation Aotearoa which, is the subject of the Complaint (Respondent) has a right to be heard before the Complaint is resolved or any outcome is determined. If the Respondent is Recreation Aotearoa, a Board Member may exercise the right on behalf of the Recreation Aotearoa. A Respondent must be taken to have been given the right if:

- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response; and
- (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing, if one is held; and
- (c) an oral hearing is held if the Hearing Body considers that an oral hearing is needed to ensure an adequate hearing; and
- (d) an oral hearing, if any is held before the Hearing Body; and
- (e) the Respondent's written statement or submissions, if any are considered by the Hearing Body.

## Appeals

21.18 There is no right of appeal or right of review of a decision unless specified.

## 22. EXECUTION OF DOCUMENTS

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18.1 Execution of Instruments: Contracts and other enforceable obligations requiring the signature of Recreation Aotearoa may be executed in accordance with the Act (section 123 of the Act):

## 23. DEFINITIONS AND INTERPRETATION

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23.1 Unless the context otherwise requires:

### **Definitions**

**Act** means the Incorporated Societies Act 2022, including any amendments, and any regulations made under it;

**Annual General Meeting** or **AGM** means a general meeting of the Members of the Recreation Aotearoa;

**Appointed Board Member** means a person appointed as a Board Member;

**Auditor** means a licensed audit firm where the auditor partner is a licensed auditor under New Zealand law;

**Board** means the board of Recreation Aotearoa;

**Board Appointments Panel** or **Panel** means the panel of that name in this constitution;

**Board Member** means a member of the Board;

**Bylaws** means any bylaws, policies, regulations and codes made by the Board;

**Business Day** has the meaning given to that term under the Legislation Act 2019 and excludes the day observed as the wellington Anniversary;

**Casual Vacancy** means a vacancy in the Board as referred to in clause 10.10.3;

**Chair** means the chairperson of the Board;

**Chief Executive Officer** means the Chief Executive Officer of Recreation Aotearoa;

**Co-Chairs** means the persons referred to who may be appointed by the Board to perform the roles of Chair and Deputy Chair;

**Constitution** means this constitution of Recreation Aotearoa;

**Deputy Chair** means the deputy chairperson of the Board;

**Elected Board Member** means a person elected as a Board Member;

**General Meeting** means an Annual General Meeting or Special General Meeting ;

**He Whakaputanga** means the declaration of independence signed in 1835, which preceded te Tiriti o Waitangi.

**Hui** means gathering, meeting, assembly, seminar, conference.

*A hui is an event where people come together to discuss and deliberate on various matters. Hui are often used to describe meetings. Hui differs from wānanga in that they operate inside prescribed time slots, and usually have agendas. They can be formal or informal depending on the context.*

**Individual Member** means any person who has applied for and been granted membership as an individual;

**Kawenata** - Covenant, testament, charter, contract, agreement, treaty - any undertaking that binds the parties in a permanent and morally irrevocable relationship.

*Kawenata refers to the duties and responsibilities one has within their community or society, a kawenata binds the expectations between two parties committed to the same aspirations.*

**Life Member** is a category of membership bestowed upon persons who have given exceptional and outstanding service to Recreation Aotearoa;

**Member** means a member of Recreation Aotearoa in accordance with this Constitution;

**Mātauranga Māori** means Māori knowledge, wisdom, learning, traditional knowledge system, epistemology.



*This term refers to the body of knowledge originating from te ao Māori (the Māori world), encompassing history, culture, language, and philosophy.*

**Ngā mahi a te rēhia** means the activities of Rēhia.

Rēhia is an atua (Māori deity) associated with recreational activities. This term encompasses all traditional and contemporary Māori performing arts, leisure, recreation activities, including whare tapere (house of entertainment) taonga pūoro (musical instruments), music, dance, tākaro, pūrākau (storytelling) and theatre.

**Purposes** means the purposes of Recreation Aotearoa in clause 2;

**Officer** means a Board Member and any other natural person occupying a position in Recreation Aotearoa that allows the person to exercise significant influence over the management or administration of Recreation Aotearoa;

**Organisation Member** means an organisation member under this Constitution;

**Postal Vote** means a vote in writing by any means approved by the Board;

**Recreation Aotearoa** means Recreation Aotearoa *Te Whai Oranga* Incorporated formerly named New Zealand Recreation Association Incorporated;

**Regional Advisory Group** means a group referred to in clause 6.3;

**Bylaws** means the rules made by Recreation Aotearoa and amended from time to time;

**Scrutineer** means the persons who undertake that role;

**Special General Meeting** or **SGM** means a Members meetings other than the AGM;

**Tākaro** means Māori Play, traditional Māori enjoyment, sport, game, knowledge transmission tool.

*Tākaro refers to activities involving the activation of the brain where certain characteristics are invoked either knowingly or unknowingly. Tākaro deserves its own identity and it is often used in parallel with the word “play” however caution must be taken when using the word tākaro in place of the word play, as this may cause disparity in fully understanding the depth and concepts woven into “tākaro”.*

**Te Kāhui Kura Māori** - Kāhui – flock, Kura – Treasure, red plume. Māori – original, Māori, native, tāngata whenua.

*This term refers to a collective focus of Māori individuals representing their experiences and perspectives forming the Māori navigation group for Recreation Aotearoa, promoting equity, learning and knowledge sharing at a governance level.*

**Te taiao** means the environment, nature.

*Te taiao refers to the natural world and the environment, emphasizing the interconnectedness of all living things. The use of term te taiao often highlights the paramount importance of nature and reflects the relationship we want to have with our environment as humans.*

**Tikanga Māori** - Māori customs, traditions, practises, what is correct, safety procedures.

*Tikanga Māori are the customs and traditional values that guide Māori behaviour and interactions with all things.*

**Voting Members** means those Members entitled to vote at General Meetings as determined under clause 8.4 that have paid up to date any membership fees or other amounts due to Recreation Aotearoa;

**Wānanga** means a meeting of people, gathering to discuss, workshop, exchange of kōrero (conversations) and whakaaro (ideas).

*Wānanga refers to a formal meeting for learning and discussing important matters. Traditionally wānanga are associated with the house of higher learning (whare wānanga). Wānanga used in this context refers to the suspension of time, immersion of participants into a space such as te taiao (nature), or marae. Participants of wānanga often communicate at very deep levels of understanding due to the setup of wānanga and the philosophies that underpin it.*

**Whakamana i te Tiriti o Waitangi** means to uphold Te Tiriti o Waitangi.

*This phrase emphasizes the importance of honouring and respecting te Tiriti o Waitangi*

**Worker** for the purposes of clause 8.4.2 means any employee, contractor or volunteer who works for the organisation.

## **22.2 Interpretation**

Unless the context otherwise requires:

**Periods of time:** All periods of time or notice exclude the days on which they are given;

**Writing:** expressions referring to writing include references to words visibly represented, copied, or reproduced, including by e-mail;

**Clause headings:** are for ease of reference only;

**Plural and singular:** words referring to the singular include the plural and vice versa;

**Persons:** references to persons will include references to individuals, companies, corporations, partnerships, firms, joint ventures, associations, trusts, organisations, governmental or other regulatory bodies or authorities or other entities in each case whether or not having separate legal personality;

**Gender:** references to any gender includes all genders; and

**Statutes:** references to any legislation or statutory provision includes secondary legislation, statutory regulations, rules, orders or instruments made or issued pursuant to that legislation or statutory provision and any amendment to or replacement of it.

## **ALTERATION TO CONSTITUTION**

**Recreation Aotearoa Incorporated formerly New Zealand recreation Association  
incorporated**

**INCORPORATED SOCIETY NUMBER 550061**

We certify that the attached document is the amended Constitution of Recreation Aotearoa formerly New Zealand Recreation Association Incorporated which was adopted by the Members at Annual General Meeting of NEW ZEALAND RECREATION ASSOCIATION on 13th November 2024.

Signed by Three Members:

1.

Name:

Member

2.

Name:

Member

3.

Name:

Member