



# Constitution

Constitution of the  
No. 3 Squadron RNZAF Association Incorporated

Peter Graham Randerson

34 Peterhouse St

Tawa, 5028

## Contact Details

<https://3sqnassn.org.nz>

email: [secretary@3sqnassn.org.nz](mailto:secretary@3sqnassn.org.nz)

## Amendment Status

Version	Change Detail	Date	Approved
1.1	Enable Online Voting	16 Sep 22	16 Sep 22
1.2	Enable Not for Profit Status	9 Jun 23	7 Jul 23

## Summary of Amendments

Version	Change Detail
1.1	AGM Voted to enable online voting 16 Sep 22
1.2	AGM Voted to enable Not For Profit status change to Para 13 7 Jul 23

# Contents

Title Page	1
Amendment Status	2
Summary of Amendments	2
Names, Definitions and Miscellaneous	5
1. Purposes	7
2. Patron	8
3. Members	8
3.1 Minimum number	8
3.2 Types of member	8
3.3 Becoming a member: Consent	9
3.4 Becoming a member: Process	9
3.5 Obligations and rights	9
3.6 Other obligations and rights	9
3.7 Subscriptions and fees	9
3.8 Ceasing to be a member	10
4. Power to borrow money	10
5. Other powers	10
6. General Meetings	10
6.1 Annual General Meetings	10
6.2 Annual General Meetings: business	10
6.3 Special General Meetings	11
6.4 Procedure	11
6.5 Minutes	12
7. Committee	12
7.1 Composition	12
7.2 Election or appointment	13
7.3 Removal	13
7.4 Cessation of Committee membership	13
7.5 Committee functions	14
7.6 Officers' duties: mandatory	14
7.7 Powers	14
7.8 Sub-Committees	14
7.9 General Issues	15
7.10 Conflicts of interest	15
8. Committee Meetings	16
8.1 Frequency	16
8.2 Procedure	16

9.	Records	16
9.1	Register of members	16
9.2	Contents of register of members	16
9.3	Access to register of members	17
9.4	Access to other information	17
10.	Finances	18
10.1	Control and management	18
10.2	Balance Date	18
11.	Disputes	18
11.1	Process	18
11.2	Resolving disputes	19
12.	Winding up	19
12.1	Process	19
12.2	Surplus assets	19
13.	Alterations to the rules	20
13.1	Amending these rules	20
14.	Other	20
14.1	Common Seal	20

## Name, Definitions and Miscellaneous

### Name

The name of the Association is No. 3 SQUADRON RNZAF ASSOCIATION INCORPORATED (in these Rules referred to as the '**ASSOCIATION**').

### Definitions

In these Rules, unless the context requires otherwise, the following words and phrases have the following meanings:

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

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

'**Associated Person**' means a person who:

- may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Association**) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member**
- may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Association**) relates
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Association**) relates
- may be interested in the matter because the Association's constitution so provides.

but no such **Member** shall be deemed to have any such interest:

- merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
- if that **Member's** interest is the same or substantially the same as the benefit or interest of all or most other members of the **Association** due to the membership of those members; or
- if that **Member's** interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that **Member** in carrying out that **Member's** responsibilities under this Act or the **Association's** constitution; or

if that **Member** is an officer of a union and that **Member's** interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

'**Chair**' means the **Committee Member** responsible for, among other things, overseeing the governance and operations of the **Association** and chairing **General Meetings**.

'**Clear Days**' means complete days, excluding the first and last named days (for instance, excluding the date a **Notice of meeting** is posted or sent to **Members** and the date of the meeting).

**'Committee'** means the **Association's** governing body.

**'Committee Member'** means a member of the **Committee**, including the **Chair, Secretary and Treasurer**.

**'Deputy Chair'** means the **Committee Member** elected or appointed to deputise in the absence of the Chair.

**'Electronic Voting'** means a secure electronic form that allows casting and counting of ballots authorised by the **Committee**

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

**'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 person properly admitted to the **Association** as a Full **Member** who has not ceased to be a member of the **Association**.

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

**'Register of Interests'** means the register of interests of **Committee Members** kept under these **Rules**.

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

**'Rules'** means the rules in this document.

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

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

**'Treasurer'** means the **Committee Member** responsible for, among other things, overseeing the finances of the **Association**.

### **Miscellaneous**

- a) In the Constitution;  
Matters not covered in the Constitution shall be decided upon by the Council.
  
- b) It is assumed that;  
Where a masculine is used, the feminine is included;  
Where the singular is used, plural forms of the noun are also inferred  
Headings are a matter of reference and not a part of the rules

# 1 Purposes

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

- Support past and present members of No 3 Squadron RNZAF
- Provide a forum of mutual appreciation of historical and future No 3 Squadron RNZAF matters,
- Maintain bonds between those who served and are serving with No 3 Squadron RNZAF,
- Disseminate news on No 3 Squadron RNZAF activities,
- Preserve the memory of those who flew and maintained the Squadron aircraft and share those experiences with others,
- Encourage links with other rotary squadrons and their bases around the world,
- Provide a support network for members and surviving spouses.

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

- any **Member** of the **Association** deriving any personal financial gain from membership of the **Association**, other than as may be permitted by law, or
- returning all or part of the surplus generated by the **Association's** operations to **Members**, in money or in kind, or
- 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**:

- engages in trade,
- for matters that are incidental to the purposes of the **Association**, pays a **Member** of the **Association** that is a body corporate that is not, or are the trustees of a trust that are not, carried on for the private pecuniary profit of any individual,
- reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Association** or while pursuing the **Association's** purposes,
- provides benefits to members of the public or of a class of the public and those persons include **Members** or their families,
- pays a **Member** 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),
- pays any **Member** interest at no more than current commercial rates on loans made by that **Member** to the **Association**, or
- provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Association**.

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

Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

## 2 Patron

An eminent New Zealander with a No 3 Squadron background shall be invited to be Patron of the Association

## 3 Members

### 3.1 Minimum Number

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

### 3.2 Types of members

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

- **Full membership** of the Association shall be open to all individuals worldwide who have served, or are serving with, No 3 Squadron RNZAF in any capacity or rank.
- **Associate Membership** shall be open to those who have served or been associated with Rotary Air Units of any military force. This category shall also be open to those who, while not qualifying as Full Members, merit membership for reasons deemed worthy by the Association's Committee and Members. This category may include but not be limited to, surviving spouses of ex-serving members and members of like-minded aviation groups. Admission to this category requires the approval of the Executive Committee.
- **Corporate Membership** shall be open to any organisation that has or has had a previous relationship with No 3 Squadron. This category has neither voting rights nor access to the Association's databases but may be invited to attend Association Events. Corporate Members will be charged an annual subscription of \$1200.00. Admission to this category requires the approval of the Committee.
- **Life Membership** may be conferred on those whose services to the RNZAF or to the Association merit special recognition. Admission to this category shall be on the recommendation of the Executive Committee and the approval of Members at a General Meeting
- **Honorary membership** shall be extended to those who have made a special contribution during their service to the RNZAF and/or New Zealand and to those persons whom the Association members believe merit Honorary Membership. Admission to this category shall be on the recommendation of the Executive Committee and the approval of the members at a General meeting.



### 3.3 Becoming a member: consent

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

### 3.4 Becoming a member: process

An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as required by the **Committee**.

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

### 3.5 Obligations and rights

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

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

### 3.6 Other obligations and rights

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

A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Association's** premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the **Association** by due date, but no **Member** or Life **Member** is liable for an obligation of the **Association** by reason only of being a **Member**.

Any **Member** that is a body corporate shall provide the **Secretary** with the name and contact details of the person who is the organisation's authorised representative

The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Association**, including any conditions of and fees for such access or use.

### 3.7 Subscriptions and fees

The annual subscription and any other fees for membership for the then current financial year shall be set by resolution of a **General Meeting**.

Any **Member** failing to pay the annual subscription (including any periodic payment), any levy, or any capitation fees, within 4calendar month(s) of the date the same was due for payment shall be considered as unfinancial and shall (without being released from the obligation of payment) have no membership rights and shall not be entitled to participate in any **Association** activity or to access or use the **Association's** premises, facilities, equipment and other property until all the arrears are paid. If such arrears are not paid within 4months of the due date for payment of the subscription, any other fees, or levy the **Committee** may terminate the **Member's** membership (without being required to give prior notice to that **Member**).

### 3.8 Ceasing to be a member

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

- on death (or if a body corporate on liquidation or if a partnership on dissolution of the partnership), or
- by resignation from that **Member**'s class of membership by notice to the **Secretary**, or
- on termination of a **Member**'s membership following a dispute resolution process under these **Rules**.
- 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 these **Rules**.

## 4 Power to borrow money

The **Association** does not have the power to borrow money.

## 5 Other powers

In addition to its statutory powers, the **Association**:

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

## 6 General meetings

### 6.1 Annual General Meetings

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

### 6.2 Annual General Meetings: business

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

- confirm the minutes of previous **Association** Meeting(s),
- adopt the annual report on **Association** business,
- adopt the **Treasurer**'s report on the finances of the **Association**, and the annual financial statements,
- set any subscriptions for the current financial year,
- consider any motions,
- consider any general business.

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

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

## 6.2 Special General Meetings

**Special General Meetings** may be called at any time by the **Committee** by resolution. The **Committee** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least **30%** of **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

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

## 6.3 Procedure

The **Committee** shall give all **Members** at least **30 Clear Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

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

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

- in person, or
- by **Electronic Voting**
- by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Secretary** before the commencement of the **General Meeting**, and
- No other proxy voting shall be permitted.

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

If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Chair** of the **Association**, 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.

- **General Meetings** may be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each member a reasonable opportunity to participate.

- All **General Meetings** shall be chaired by the **Chair**. If the **Chair** is absent, the Deputy Chair shall chair that meeting.
- Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote
- Any person chairing a **General Meeting** may:
  - With the consent of any 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.
  - 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
  - In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.
- The **Committee** may put forward motions for the **Association** to vote on (**'Committee Motions'**), which shall be notified to Members with the notice of the **General Meeting**.
- Any **Member** may request that a motion be voted on (**'Member's Motion'**) at a **General Meeting**, by giving notice to the **Secretary** at least 30 **Clear Days** before that meeting. The **Member** may also provide information in support of the motion (**'Member's Information'**).
- No written resolution may be passed in lieu of a **General Meeting**.

## 6.4 Minutes

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

# 7 Committee

## 7.1 Composition

The **Committee** will consist of up to 12 **Committee Members** who are:

- **Members**; and
- natural persons; and
- not disqualified by these **Rules** or the **Act**.

The **Committee** will include:

- a **Chair**, elected by Full **Members** at an **Annual General Meeting**. The Chair will have a casting vote if voting on any matter is tied.
- a **Deputy Chair (who shall be CO 3 Squadron as an ex-officio member)**,
- a **Secretary** and a **Treasurer**, who may be the same person, and
  - not fewer than 5 or more than 8 other **Committee Members**.

A quorum of the **Committee** shall be half of the elected **Committee members**.

The **Committee** shall elect one to three **Committee Members** to act as the **Association's** contact person/s.

## 7.2 Election or appointment

The election of **Committee Members** shall be conducted as follows:

- a. At least seven **Clear Days** before the date of the **Annual General Meeting**, the **Secretary** shall give **Notice** to all **Members** by posting or emailing to them such information (not exceeding one side of an A4 sheet of paper) as may be supplied to the **Secretary** by or on behalf of each nominee, in support of the nomination.
- b. Only financial **Members** who are not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act** may stand for election and vote in elections.
- c. If there are insufficient valid nominations received under this Rule, but not otherwise, further nominations may be received from the floor at the **Annual General Meeting**.
- d. Votes shall be cast in such a manner as the chairperson of the **Annual General Meeting** shall determine.
- e. Two **Members** (who are not nominees) or non-**Members** appointed by the chairperson of the **Annual General Meeting** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
- f. The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.
- g. In the event of any vote being tied the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).

## 7.3 Removal

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

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

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

## 7.4 Cessation of Committee membership

A **Committee Member** shall be deemed to have ceased to be a **Committee Member** if that person ceases to be a **Member**.

A **Committee Member** holds office for a term of one year until re-elected at an **Annual General Meeting**.

Each **Committee Member** shall within **14 Clear Days** of submitting a resignation or ceasing to hold office, deliver to the **Secretary** all books, papers and other property of the **Association** held by such former **Committee Member**.

## 7.5 Committee Functions

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

## 7.6 Officers' duties Mandatory

At all times each **Committee Member**:

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

## 7.7 Powers

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

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

## 7.8 Sub-committees

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

- the quorum of every sub-committee is half the members of the sub-committee,
- no sub-committee shall have power to co-opt additional members,

- a sub-committee must not commit the **Association** to any financial expenditure without express authority, and
- a sub-committee must not further delegate any of its powers.

## 7.9 General issues

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

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

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

## 7.10 Conflicts of interest

A member of the **Committee** and/or of a sub-committee is interested in a matter if the member of the **Committee** and/or sub-committee:

- may obtain a financial benefit from the matter; or
- is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
- may have a financial interest in a person to whom the matter relates; or
- is a partner, director, member of the **Committee** and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.

However, a member of the **Committee** and/or sub-committee is not interested in a matter—

- merely because the member of the **Committee** and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or
- if the member of the **Committee**'s and/or sub-committee's interest is the same or substantially the same as the benefit or interest of all or most other **Members** due to the membership of those **Members**; or
- if the member of the **Committee**'s and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Committee** in carrying out the member of the **Committee**'s and/or sub-committee's responsibilities under the **Act** or the **Rules**; or
- if the member of the **Committee** and/or sub-committee is a member of the committee of a union and the member of the **Committee**'s and/or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

A member of the **Committee** and/or sub-committee who is interested in a matter relating to the **Association** 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 **Committee** and/or sub-committee; and



b. in an interests register kept by the **Committee**.

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

A member of the **Committee** and/or sub-committee who is interested in a matter—

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

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

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

## 8 Committee meetings

### 8.1 Frequency

The **Committee** shall meet at least monthly (but need only meet once in the December-January period) at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chair** or **Secretary**.

### 8.2 Procedure

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

## 9 Records

### 9.1 Register of members

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

### 9.2 Contents of Register of members

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

- postal address
- phone number (landline and/or mobile)

- email address (if any)
- the date the **Member** became a **Member**,
- whether the **Member** is financial or unfinancial

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

### 9.3 Access to Register of members

The **Secretary** shall make the **Register of Members** available on the Association's website for inspection by **Full, Life and Honorary Members**. However, no access will be given to information on the **Register of Members** to any other person, other than as required by law.

### 9.4 Access to other information

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

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

The **Association** must, within a reasonable time after receiving a request:

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

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

- withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
- the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Association** or of any of its **Members**, or
- the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Association**, or
- withholding the information is necessary to maintain legal professional privilege, or
- the disclosure of the information would, or would be likely to, breach an enactment, or
- the burden to the Association in responding to the request is substantially disproportionate to any benefit that the member (or any other person) will or may receive from the disclosure of the information, or
- the request for the information is frivolous or vexatious.

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

- a. that the **Member** will pay the charge; or
- b. that the **Member** considers the charge to be unreasonable.

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

## 10 Finances

### 10.1 Control and management

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

- controlled, invested and disposed of by the **Committee**, subject to these **Rules**, and
- devoted solely to the promotion of the purposes of the **Association**.
  - All funds and assets in the possession of the **Association** shall be held, paid and applied as the **Committee** may direct within the objectives of the **Association** and pending such direction, funds shall be held in a separate bank account or accounts in the name of the 'No 3 Squadron Association Fund' with such bankers as the **Committee** shall from time to time direct.
  - The **Treasurer** may at any time hold sufficient cash as may seem fit to the Committee to fulfil cash requirements and shall maintain a proper book of accounts.
  - All financial transactions and all other documents requiring endorsement by the **Association** shall be signed by two **Committee** members of the **Association**.
  - Reasonable and legitimate expenses may be paid in the furtherance of the **Purposes** at the discretion of the **Committee**.

### 10.2 Balance date

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

## 11 Dispute resolution

### 11.1 Process

The Association will follow the Dispute Resolution Process as set out at Schedule 2 of the Incorporated Societies Act 2022.

## 11.2 Resolving disputes

The decision-maker may:

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

## 12. Winding up

### 12.1 Process

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

The **Secretary** shall give **Notice** to all **Members** of the proposed motion to wind up 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.

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

### 12.2 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 No 3 Squadron RNZAF Social Club.

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 these **Rules** in all other respects.

## 13 Alterations to the Rules

### 13.1 Amending these Rules

The **Association** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a simple majority of those **Members** present and voting. **However, no addition to, deletion from or alteration of the organisation's rules shall be made which would allow personal pecuniary profits to any individuals. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.**

Any proposed motion to amend or replace these **Rules** shall be signed by at least 30 per cent of eligible **Members** and given in writing to the **Secretary** at least 60 **Clear Days** before the **General Meeting** at which the motion is to be considered, and accompanied by a written explanation of the reasons for the proposal.

At least 30 **Clear Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Committee** has.

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

## 14. Other

### 14.1 Common seal

The common seal of the **Association** must be kept in the custody of the **Secretary**

The common seal may be affixed to any document:

- a. by resolution of the **Committee**, and must be countersigned by two **Committee Members** or by one **Committee Member** and: the **Secretary**
- b. by such other means as the **Committee** may resolve from time to time.