THE NEW ZEALAND INSTITUTE OF BUILDING INCORPORATED RULES

CONTENTS

PREAMBLE

A. The following is the Rules of The New Zealand Institute of Building Incorporated (the Institute).

B. The Institute was incorporated under section 4 of the Act on 24 June 1983.

C. These Rules contain the required matters that must be included in the rules of an incorporated society under the Incorporated Societies Act 2022. It also contains additional Rules covering key issues specific to the administration of the Institute.

D. This update is dated 26 November 2025.

SECTION ONE – PRINCIPLES

RULE 1: NAME

1.1 Our legal name is 'THE NEW ZEALAND INSTITUTE OF BUILDING INCORPORATED' (the Institute).

RULE 2: INTERPRETATION

DEFINITIONS

2.1 'Annual General Meeting' means a formal meeting of Institute members, held once a year, in accordance with Rule 16.

2.2 'Annual Membership Fees' means the membership fees set by the Board, in accordance with Rule 8, for each Financial Year.

2.3 'Board' means the Board of the Institute.

2.4 'Branch' means a smaller geographic area within a Region where a branch committee or group of the Institute members is established according to any corresponding Guidelines and Policies, including the **Regions, Branches and Groups Guideline**.

2.5 'Chief Executive' means the person appointed by the Board and delegated the duties of Chief Executive under Rule 15.

2.6 'Contact Person' means a person appointed to be the main point of contact for the Registrar of Incorporated Societies. The Contact Person is the Chair or Deputy Chair. They must be at least eighteen (18) years old and a resident of New Zealand. The Registrar must be notified within twenty (20) working days if they change.

2.7 'Days' means calendar days, unless otherwise stated.

2.8 'Financial Member' means a member who has paid their Annual Membership Fee for the current year.

2.9 ‘Financial Year’ means the period starting 1 April and ending 31 March the following year.

2.10 ‘Guideline’ means a guideline created under Rule 20.

2.11 ‘Institute’ means ‘The New Zealand Institute of Building Incorporated’.

2.12 ‘Member’ means a person who is a member of the Institute as defined under Rule 5.

2.13 ‘Membership Database’ means the database or register of all members held by the Institute in accordance with the requirements of the Incorporated Societies Act 2022.

2.14 ‘Membership Grade means any grade of membership listed in Rule 5.1.

2.15 ‘Objectives’ means the objectives or purposes of the Institute listed in Rule 3.

2.16 ‘Officer’ or ‘Officers’ means a person or people who are members of the Board or in a position that allows them to exercise significant influence over the management or administration of the Institute.

2.17 ‘Policy’ means a policy created under Rule 20.

2.18 ‘Region’ means a geographic area with an urban centre where a regional committee or group of the Institute members is established according to any corresponding Guidelines and Policies, including the **Regions, Branches and Groups Guideline**.

2.19 ‘Risk and Audit Committee’ means the group overseeing financial and other risks and opportunities. The terms of reference are set by the Board.

2.20 ‘Rules’ means this document, and the rules contained within it.

2.21 ‘Schedule’ means the attachment that forms part of these Rules and may be amended in accordance with the Rules.

2.22 ‘Special General Meeting’ means a formal meeting of Institute members held out of cycle of the Annual General Meeting for a specific purpose, such as to consider changes to the Rules or other significant issues affecting the organisation and membership.

2.23 ‘Special Majority’, in respect of Board Meetings, means no less than a two thirds majority of the Board and, in respect of General Meetings, means no less than a two-thirds majority of Voting Members present or online at the General Meeting.

2.24 ‘Voting Member’ means a person who is a Financial Member and one of the agreed grades of members deemed able to vote at elections for national Board members and at Special or Annual General Meetings: Fellow, Member, Affiliate, Retired and Associate.

2.25 ‘Young Professional’ means an Institute member as defined in the Regions, Branches and Groups Guideline.

ADDITIONAL PROVISIONS

2.26 Where the context requires, the singular includes the plural and vice versa.

2.27 Substantial compliance with the spirit and intent of these Rules is sufficient. No decision, resolution, appointment, meeting, election or any other exercise of powers conferred or implied in these Rules will be invalid because of a failure to solely comply with these Rules.

2.28 Nothing in these Rules authorises the Institute to do anything which contravenes or is inconsistent with the Act or any other legislation.

RULE 3: OBJECTIVES

3.1 The Objectives of the Institute are to connect, engage, support, develop and promote people in New Zealand’s building and construction sector by:

> a. Promoting professionalism by recognising qualifications, experience and proficiency, including aligning membership levels with members’ qualifications, experience and positive impact.
>
> b. Celebrating and recognising excellence, including a national awards programme.
>
> c. Encouraging best practice, professional behaviour and strong ethics.

d. Supporting education and training, including a national conference and events.

e. Advocating on industry issues, including submissions or advice to central and local government.

f. Creating a supportive environment to build industry relationships, including networking and social events.

g. Actively growing inclusion to increase representation across age, region, gender and ethnicity.

h. Building clear and supported pathways for the next generation of emerging industry leaders.

i. Championing innovation as essential to industry progress, future-readiness and the Institute's sustained impact

j. Any other activities that the Board believes are in the best interests of the members and industry.

3.2 Te Tiriti o Waitangi Commitment

In all our activities, we acknowledge Te Tiriti o Waitangi as the founding document of Aotearoa New Zealand and are committed to giving effect to its principles. This includes:

a. Partnership – Working together with Māori in governance, decision-making, and engagement to support shared outcomes.

b. Protection – Actively upholding the rights and interests of Māori as tangata whenua, including protecting taonga and te reo Māori.

c. Participation – Ensuring equitable opportunities for Māori to contribute to and benefit from the Institute's activities and initiatives.

RULE 4: MEMBER OBLIGATIONS

MEMBERSHIP OBLIGATION

4.1 All Institute members must comply with the Rules, Guidelines and Policies of the Institute, including the current Rules and any later changes to them.

SECTION TWO – MEMBERSHIP

RULE 5: MEMBERSHIP GRADE, DEFINITIONS, REGIONS, AND DATABASE

5.1 The Institute has Membership Grades determined by the **Membership Grade Guideline**. The Board has the power to create and amend Guidelines and Policies about membership matters.

The following are the Grades of membership of the Institute:

5.1.1 **Honorary Fellow,** being a person who:

a. holds a position of eminence, distinction or authority in the building and construction industry and whom the members of the Institute wish to recognise; or

b. who has given outstanding service to the Institute as judged by their peers;

provided that the number of Honorary Members shall not at any time exceed ten (10), and not more than two (2) Honorary Members shall be admitted in any one year.

Admission to the membership category of Honorary Fellow shall only be by invitation of the Board.

If a person was not a member of the Institute prior to becoming an Honorary Member, that person automatically becomes a member on the appointment to Honorary Fellow without needing to comply with any other requirement of the Rules.

The recipient must agree to become an Honorary Fellow Member.

The financial membership fee is waived for all Honorary Fellow Members.

5.1.2 **Fellow,** being a graded member who:

a. is regarded as holding or has held a position of significance, distinction or authority in the building and construction industry;

b. contributes to the development of the building and construction industry;

c. has been a Professional Member of the Institute for at least five (5) years; and

d. will usually have in excess of twenty (20) years' full-time equivalent experience in the building and construction industry with at least five (5) years of that experience in recognised senior positions.

Admission to the membership category of Fellow shall be by invitation of the Board or a member may apply directly to the Institute.

5.1.3 **Member**, being a graded member who:

a. has a recognised degree (outlined in the Institute's Membership Manual) or equivalent that relates to the building, construction and property sector, and has a minimum of five (5) years' full-time equivalent experience in the building and construction industry; or

b. is currently engaged in the building and construction industry and will have at least seven (7) years' experience in:

i. a senior role within a consultancy practice (such as Architectural, Engineering, Quantity Surveying, Project Management firms etc.);

ii. a construction company; or

iii. a 'responsible' position in a partnership or company trading as builders.

5.1.4 **Member (Retired)**, being a graded member who:

a. was a member (of any relevant grades); and

b. has retired from the building and construction industry and has applied for transfer to the grade of membership, such as Associate (Retired), Member (Retired), or Fellow (Retired) as the case may be.

5.1.5 **Affiliate**, being a graded member who:

a. has a degree other than those recognised or qualifying under the requirements for Professional Member status, and has a minimum of ten

(10) years' full-time equivalent experience in the building and construction Industry; and

b. has an interest in belonging to the Institute, and who commits to upholding the Rules, Guidelines, or has otherwise agrees to support the interests and objects of the Institute.

5.1.6 **Associate**, being a graded member who:

a. is involved in the building and construction industry; and

b. has an interest in belonging to the Institute, and who commits to upholding the Rules, Guidelines, or has otherwise agrees to support the interests and objects of the Institute.

5.1.7 **Connect**, being a non-graded member who:

a. is currently engaged in a role that relates to the building, construction and property sector; and

b. has an interest in belonging to the Institute, and who commits to upholding the Rules, Guidelines, or has otherwise agrees to support the interests and objects of the Institute.

5.1.8 **Graduate**, being a graded member who:

a. graduated from a recognised building and construction industry qualification (including the completion of a recognised trade certificate); and

b. is involved in the building and construction industry.

5.1.9 **Overseas Member** (all grades), being a member who:

a. has their principal place of residence outside New Zealand; and

b. wishes to retain their current membership grade attained in accordance with these Rules; and

c. has paid any applicable Overseas Membership fee.

5.1.10 **Student Member**, being a non-graded member who:

Any person studying for a recognised building and construction industry qualification, whether as a student or apprentice or cadet. These members are also referred to as Next Gen members.

5.2 In recognition of ongoing professional development, Fellows and Members may be assessed to become a **Chartered Building Professional (CBP),** being that they have:

a. obtained and maintains the required forty-five (45) Continuing Professional Development (CPD) credits over the preceding three (3)-year period;

b. completes the relevant application form;

c. and is ratified by the Board.

5.3 The Institute maintains a register of members (the 'Membership Database').

5.4 The Membership Database must be kept in accordance with relevant privacy laws as follows:

5.4.1 The Database contains each member's name, the date they became a member, their Membership Grade, Region, contact details (including email and either postal or physical address) and such other particulars required under the Act or as considered necessary by the CEO, together with a policy regarding the use of that information to meet privacy and other legal requirements.

5.4.2 The Database contains the name of each person who has ceased to be a member within the previous seven (7) years and the date which they ceased to be a member.

5.4.3 Members must notify the operations team of any changes to their information recorded on the Membership Database.

5.4.4 The register of members must be maintained by the Chief Executive.

5.5 Members may be provided with post-nominals as follows:

5.5.1 An Honorary Fellow shall be entitled to the exclusive use after their name of the abbreviated designation 'FNZIOB (Hon)';

5.5.2 A Fellow shall be entitled to the exclusive use after their name of the abbreviated designation ‘FNZIOB’;

5.5.3 A Member shall be entitled to the exclusive use after their name of the abbreviated designation ‘MNZIOB’;

5.5.4 An Associate shall be entitled to the exclusive use after their name of the abbreviated designation of ‘ANZIOB’;

5.5.5 An Affiliate shall be entitled to the exclusive use after their name of the abbreviated designation of ‘AffilNZIOB’;

5.5.6 A Graduate shall be entitled to the exclusive use after their name of the abbreviated designation of ‘GradNZIOB’;

5.5.7 Retired and Overseas Members may include those terms in brackets after the post-nominals, e.g. ‘MNZIOB (Ret)’.

5.6 Members must belong to a Region as follows:

5.6.1 Every member must belong to a Region, but each member shall belong to one Region only. Where there are multiple Branches in a Region, a member may only belong to one Branch within that Region.

5.6.2 A member shall be assigned to a Region and a Branch (if relevant) based on their residential address, evidence of which must be provided to the Institute upon request.

5.6.3 A member may transfer from one Region or Branch to another Region or Branch after providing the Institute with evidence of a change in their residential address to a location within another Region or Branch, as the case may be.

5.6.4 A member residing outside New Zealand will continue to be assigned to the Region and Branch (if relevant) to which they last belonged.

5.6.5 Applications for appointment to Institute or to another grade of membership shall be undertaken in accordance with the Rules, and the **Membership Grades Guideline.**

5.6.6 Information relevant to each Region, any Branches with a Region, and any member will be provided by National Office on request to each Regional Committee Chair or Branch Chair.

RULE 6: BECOMING A MEMBER

6.1 A person becomes an Institute member by:

a. applying to the Institute in writing; and

b. consenting to becoming a member; and

c. having that application approved by the Board.

6.2 The Board may enter into agreements with other building and construction organisations that provide for reciprocal memberships.

6.3 The eligibility criteria, application process, and procedures for approving and changing a member's Membership Grade are publicly communicated and set out in the **Membership Processing Manual**.

6.3.1 The Institute Board will appoint the Membership Auditor/s and Grader/s. They must be Members or Fellows of the Institute.

6.4 The Board (or its delegate) can decline an application for membership or for changing a Membership Grade for any reason, including if it considers the applicant:

a. does not meet the criteria under Rule 6.3;

b. is not a fit and proper person to be associated with the Institute;

c. has not sufficiently complied with their obligations under Rule 4 and/or

d. for any other reason at the Board's discretion.

6.5 If the Board (or its delegate) declines an application for membership or for changing Membership Grade, it will give the applicant reasons for its decision.

6.6 When an application for membership or for changing Membership Grade is approved, the applicant is advised and asked to pay any applicable fees or subscriptions. The applicant's membership will be considered confirmed once they have paid those fees or subscriptions.

6.7 If the Board decides that a person was approved for membership or a Membership Grade on the basis of misleading or inaccurate information, the Board may declare that approval null and void. The process will be run in accordance with the Complaints Resolution and Disciplinary Process in Schedule One of these Rules.

RULE 7: CEASING TO BE A MEMBER

RESIGNATION

7.1 Institute members may request to resign their membership by giving written notice to the Chief Executive or approved delegate.

a. Resignations from reciprocal membership bodies will be advised by that association to the Institute's operations team for processing. Refer Rule 6.2.

7.2 If the Chief Executive believes, on reasonable grounds, that the Institute member is, or may soon be, subject to a concern or complaint made under Rule 10 the request for resignation will be accepted, but the member will remain bound by the complaint process until the concern or complaint process has completed and the parties have been notified as such.

SUSPENSION AND REMOVAL

7.3 The Board may, at its discretion, suspend or remove a member for the following reasons:

a. If the Institute loses and is unable to re-establish contact with that member for a period longer than ninety (90) days;

b. If the member's fees or subscriptions are in arrears (and in accordance with the procedures set out in Rule 8.9 to 8.11);

c. If the member has not complied with their obligations under Rule 4; or

d. Pending the outcome of court or tribunal proceedings that may reflect on the member's fitness to be an Institute member.

7.4 An Institute member may be suspended or removed from membership for disciplinary reasons (in accordance with the procedures outlined in Rule 10).

7.5 No person who has been suspended, removed or has otherwise ceased to be a member may claim or imply membership of the Institute.

7.6 Any person who has ceased to be a member can apply to have their membership reinstated. The Board (or its delegate) can approve the member's reinstatement with any conditions it sees fit to impose.

RULE 8: MEMBERSHIP FEES AND SUBSCRIPTIONS

JOINING FEE

8.1 The Board may specify a joining or administration fee to be paid when a person's membership is first approved.

ANNUAL FEES

8.2 The Board will set membership fees for each Financial Year (the 'Annual Membership Fee').

8.3 Members must pay the Annual Membership Fee.

8.4 The Board may offer discounts on the Annual Membership Fee; for example, discounts in relation to:

a. career breaks;

b. members who have ceased active employment or are retired;

c. members who are overseas for a period of time;

d. members who temporarily receive low incomes or are unemployed; and/or

e. reciprocal membership.

8.5 In special circumstances, the Board has discretion to waive any Annual Membership Fee in part or in full, make special conditions for payment, approve a member's application for a rebate, or delegate any of these authorities to the Chief Executive.

PAYMENT OF ANNUAL MEMBERSHIP FEE

8.6 Annual Membership Fees are due as invoiced.

8.7 Annual Membership Fees may be paid by instalments. The Board may specify additional set-up and administration costs that will apply for payment by instalments.

8.8 Institute members remain liable for any Annual Membership Fee or other applicable fees and subscriptions due prior to the date of their resignation or removal.

ARREARS

8.9 Institute members who don't pay their Annual Membership Fee (or part thereof) or any other applicable fees and subscriptions within three (3) months of their due date are 'in arrears of their fee'.

8.10 Institute members in arrears of their fee may have their rights of membership (as defined in Rule 9) suspended until the arrears are paid.

8.11 If an Institute member remains in arrears of their fee for six (6) months after the due date, the Board may remove their membership.

8.12 The Board may delegate to the Chief Executive the authority for removing members who are in arrears under Rule 8.11.

RULE 9: RIGHTS OF MEMBERSHIP

9.1 Institute members may attend any General Meeting. Except as otherwise provided in these Rules, the member can:

> a. introduce for consideration at the General Meeting any matter consistent with the Objectives; and
>
> b. can speak to any motion before the General Meeting; but
>
> c. only Voting Members may vote on any motion at a General Meeting.

9.2 Institute members may seek the advice and support of the Institute and/or the Board on any matter consistent with the Objectives.

9.3 Voting Members can vote in any elections or referenda conducted by the Institute.

9.4 Except as otherwise provided in these Rules, Institute Voting Members can nominate or be nominated for election to membership of the Board.

RULE 10: ETHICS AND CONDUCT

10.1 The Board will prescribe Policies that set out procedures for the early resolution, investigation, hearing and determination of concerns and complaints that Institute members have breached their obligations under Rule 4 (the **Ethics and Conduct Guideline**).

10.2 If the Chief Executive receives a concern or complaint alleging that an Institute member has acted in breach of Rule 4, provided that the complaint was received within 3 years of the event occurring, the Chief Executive must initiate action to respond to the concern or complaint in accordance with the 'Complaints Resolution and Disciplinary Process' in Schedule Two of these Rules.

10.3 The Chief Executive, with the support of the Chair or Deputy Chair can also initiate action (an inquiry) under the 'Complaints Resolution and Disciplinary Process' on their own initiative if they receive information indicating that an Institute member may have acted in breach of Rule 4.

10.4 A concern, complaint or inquiry, and any decision on a complaint or inquiry, may relate to a person who is no longer an Institute member but who was a member at the time of the relevant conduct.

10.5 If, following the procedures set out in the 'Complaints Resolution and Disciplinary Process', an Ethics and Conduct Committee decides that an Institute member breached their obligations under Rule 4, the Ethics and Conduct Committee may make one or more orders that:

> a. The Institute member's membership is terminated, either permanently or with a stand-down period of any length during which the member may not reapply for membership.

b. The Institute member’s membership is suspended for any period.

c. The Institute member’s membership is suspended until the member has fulfilled any professional development requirements specified by the Disciplinary Committee.

d. If the Institute member is a Chartered Professional Member, that they undergo a reassessment of their competence.

e. A fine not exceeding an amount determined from time to time by the Board and set out in the Complaints Resolution and Disciplinary Process is imposed on the member.

f. The Institute member must fulfil professional development requirements specified by the Disciplinary Committee.

g. The Institute member is censured.

h. The Institute member pays a sum towards the costs directly attributable to the investigation, hearing and/or determination of the complaint, as incurred by the Institute.

i. The Institute member’s name, the order or orders made by the Disciplinary Committee, and a copy of the decision or a description of the breach are published.

10.6 If the Institute member fails to fulfil any requirements for professional development specified by the Ethics and Conduct Committee in accordance with Rule 10.5 within a prescribed period, the member will be suspended from membership until they fulfil those requirements. The member has the right to appeal and this must be done within 20 working days to the Ethics and Conduct Committee.

SECTION THREE – GOVERNANCE AND MANAGEMENT

RULE 11: COMPOSITION OF THE BOARD

11.1 The Institute is governed by a Board consisting of:

a. Three (3) regional representative members of the Board with representation from each of the three (3) regions, each elected for a term of three (3) years ('elected regional representative members')

b. Three (3) membership representative members of the Board, each elected for a term of three (3) years ('elected membership representative members');

c. Up to four (4) members of the Board appointed by the Board for a term of one (1) or two (2) years ('appointed members') under Rule 13, including one (1) Young Professional under Rule 13.15;

(together 'the Board members').

11.2 The Chair and Deputy Chair are each appointed from within the Board by the Board members for a term of one (1) or two (2) years;

11.3 The Chair and Deputy Chair are collectively known as the senior office holders of the Institute.

RULE 12: BOARD TERMS AND CASUAL VACANCIES

12.1 Elected Board member terms are three (3) years and these terms are staggered such that one (1) regional representative member and one (1) membership representative member will retire each year with these positions opened for election that year..

12.2 Board Chair and Deputy Chair (senior office holders) terms are for one (1) or two (2) years but can be consecutive two (2) year terms if they remain as elected members to the Board and are re-appointed as Chair or Deputy Chair by the Board.

12.3 Where a senior office holder appointed by the Board has only one (1) year remaining of their three (3) year term through the election process the Board may appoint them for one (1) year only.

12.4 Where a senior office holder appointed by the Board is an appointed position under Rule 13.14 they continue to take up one of the four (4) appointed positions for the duration of their senior officer term.

12.5 A Board member who has served on the Board for six (6) or more consecutive years must, on completion of their term, stand down from serving on the Board for at least one (1) year.

12.6 The term of office of each Board member begins at the conclusion of the Annual General Meeting immediately following their election or appointment and ends at the conclusion of the relevant Annual General Meeting, according to the length of their term.

12.7 A casual vacancy on the Board arises when:

> a. an elected member or appointed member resigns or is removed from the Board before the expiry of their current term; or
>
> b. a vacant position on the Board is not filled at an election of the Board.

12.8 The Board may appoint a Financial Member with suitable identified skills to fill a casual vacancy.

12.9 Where a complaint is made about a Board member's compliance with either these Rules or the Board's Governing Charter (and not about the Board member's capacity as a member of the Institute) the following steps shall be taken as in accordance with the **Ethics and Conduct Guideline:**

> a. the Board member who is the subject of the complaint must be advised of all details of the complaint and given adequate time to prepare a response;
>
> b. the complainant and the Board 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 Board (excluding the Board member who is the subject of the complaint); and

c. any oral hearing by the Board and/or any oral or written statements by the complainant or the Board member who is the subject of the complaint shall be considered by the Board (excluding the Board member who is the subject of the complaint).

If the complaint is upheld, the Board member may be removed from the Board by resolution of the Board.

12.10 An elected Board member shall be deemed to have ceased to be a Board member if that person ceases to be a member of the Institute or if that person resigns voluntarily from the Board in writing following a conversation with the Chief Executive.

12.11 A Board member appointed to fill a casual vacancy will hold that office for the remainder of the term of the Board member they replaced and are deemed to take the position as if duly elected.

12.12 The Institute shall meet reasonable expenses of Board members in accordance with Board Charter and relevant travel policy.

12.13 The Chair may receive an annual honorarium or other payment for services rendered to the Institute, provided that:

a. the amount and terms are approved by the Board and recorded in the Board meeting minutes; and

b. the payment is fair, reasonable, and consistent with the Institute's not-for-profit purposes; and

c. the payment does not create a conflict of interest, or if it does, the Board manages it in accordance with its powers.

12.14 All officers must consent in writing to act and certify upon election or appointment that they are not disqualified under the Act. Refer Rule 2.16 for definition of officer.

12.15 The grounds for removal of an officer includes:

a. Resigning by signing a written notice of resignation and giving it to the Institute;

b. If the officer is removed from office in accordance with these Rules – refer Rule 12.9;

c. If the officer becomes disqualified from being an officer under section 47(3) of the Act; and

d. If the officer dies.

RULE 13: BOARD ELECTIONS AND APPOINTMENTS

BOARD ELECTIONS

13.1 Elections for Board members are held once a year, with the results announced at the Annual General Meeting.

13.2 At least eight (8) weeks before the Annual General Meeting, the Institute will:

a. Advise members of the election timetable set by the Board; and

b. Advise members of the number and designation of vacancies on the Board open for election; and

c. Open the call for nominations for those vacancies.

13.3 A Financial Member may nominate a Voting Member for a vacant elected member position.

13.4 Nominations must be in writing in the form prescribed by the Institute and include the nominee's written consent to the nomination and the nominee's written confirmation that they are not disqualified from holding office by these Rules or by the Incorporated Societies Act 2022.

13.5 Nominations must be received by the Chief Executive or approved delegate at the date set by the Board in the election timetable, which will be no later than four (4) weeks before the Annual General Meeting.

13.6 The names of all nominees will be made available to Voting Members at the date set by the Board in the election timetable, which will be no later than three (3) weeks before the Annual General Meeting, and voting will open at that time.

13.7 Voting for regional representative Board members is restricted to Voting Members from that region only.

13.8 Voting for membership representative Board members is open to all Voting Members.

13.9 Voting will close at the date set by the Board in the election timetable, which will be no later than one (1) week before the Annual General Meeting.

13.10 At the Board's discretion, Board elections may be conducted using a preferential voting system.

13.11 The Board may resolve that the election processes are undertaken using electronic means.

13.12 The Board will ensure that whatever voting process is followed, there is a procedure whereby the votes are verified or scrutineered.

13.13 The Board will report the names of members elected to the Board to the Annual General Meeting and on the Institute website.

BOARD APPOINTMENTS

13.14 In accordance with Rule 11.1c the Board may appoint up to four (4) members with diverse backgrounds and skill sets to meet any need the Board has identified through a skills matrix process and to enhance its capabilities as a Board. A non-member may be appointed when it is not possible to identify a member to meet the need. Appointed roles may be advertised.

13.15 It is preferred that one of the appointees is a Young Professional representative to provide the perspective of new and mid-career viewpoints and to grow governance skills in the Institute's members, wherever possible.

13.16 Appointed members may receive an honorarium for their role on the Board, on a case-by-case basis by recommendation of the Risk and Audit Committee and acceptance by the Board.

13.17 If practicable, the Board will select any appointed members at a meeting of the Board immediately preceding the Annual General Meeting and will report that appointment to the Annual General Meeting. If this is not practicable, the Board will select any appointed members as soon as possible after the Annual General Meeting and notify the membership of the appointment as soon as possible.

RULE 14: PROCEDURES, POWERS AND DUTIES OF THE BOARD

MEETINGS AND PROCEDURES

14.1 The Board will meet as often as required for the business of the Institute. Minutes must be kept of all Board meetings.

14.2 The quorum for Board meetings must be a majority of elected members of the Board and must include the Board Chair or Deputy Chair. Board members linked to a meeting by teleconference or video are deemed as present for the purposes of a quorum, voting or for any other purpose required by these Rules.

14.3 No business shall be conducted at any Board meeting unless a quorum is present. Where a quorum is not achieved, the Board meeting will be deferred to another date.

14.4 Board members attending a Board meeting either in person or remotely have the right to vote on any motion put before that Board meeting.

14.5 In the case of a tie, the chair may exercise two votes (one a casting vote and one a deliberative vote).

14.6 Where half (1/2) or more of the members of the Board present at the Board meeting are not eligible to vote on a matter because they are conflicted or have an interest in the matter in accordance with the Incorporated Societies Act 2022, the remaining members of the Board may vote on the matter. Where only one (1) member of the Board remains, a Special General Meeting of the Institute must be called to determine the matter.

14.7 Any written proposal that has been sent to each Board member and returned to the Chief Executive, either with an affirming signature in hard copy or by electronic means, will become a decision of the Board if the required number of affirmations is received in accordance with these Rules. Such decisions will be ratified and recorded in the minutes of the next Board meeting.

14.8 The Board may make standing orders for the conduct of General Meetings and other meetings of the Board, Board-appointed committees, and subsidiary bodies and groups of the Institute.

14.9 The Board may deal with any other situation arising for the purpose of Board meetings, in consultation with the Rules.

STRATEGIC AND FINANCIAL DUTIES

14.10 The Board will develop and implement a strategic plan for meeting the Objectives taking into account the views of the Institute members.

14.11 The control of the funds of the Institute is vested in the Board. The Board may authorise any expenditures it considers necessary to further the Objectives.

14.12 The Board can deal with the funds of the Institute by bank deposit, investment in and purchasing fixed and floating assets and securities, whether statutory trustee securities or not, as it considers necessary to further the Objectives.

14.13 The Board may withdraw, sell or otherwise convert into money any deposit, fixed or floating asset or security on behalf of the Institute and may deal with that money in any manner permitted by the Rules.

14.14 The Board may borrow money on behalf of the Institute to further the Objectives as long as the Institute is financially sustainable, and subject to the Risk and Audit Committee approval.

14.15 The Board may secure repayment of any money borrowed on behalf of the Institute, with interest at such rate as the Board thinks fit, by mortgage or charge upon the property of the Institute of any part or parts thereof. The Board may give guarantees and may give security in support of guarantees.

14.16 The Board may delegate to the Chief Executive the authority to authorise payments up to set amounts. The Chief Executive may delegate authority to authorise payments below those set amounts to any other staff.

14.17 The Board may approve honorariums or other payments to the Institute members for services rendered.

14.18 At the end of each financial year, the Board will prepare and make available to the membership an annual report and an Annual Financial Statement, subject to the approval of the Risk and Audit Committee.

14.19 The Annual Financial Statement may be certified by an Auditor if decided at the previous Annual General Meeting, and must contain:

a. Income and expenditure during the last Financial Year;

b. Assets and liabilities at the close of the last Financial Year; and

c. all mortgages, charges and securities of any description affecting any property of the Institute at the close of the last Financial Year.

COMMITTEES AND REPRESENTATIVES

14.20 The Board may appoint committees for specific purposes, including the Risk and Audit Committee. The members of appointed committees do not need to be Institute members. Unless the Board otherwise prescribes, standing committees continue on an ongoing basis, whereas specific issue committees end once the Board closes the issue or committee.

14.21 The Board may appoint any person to represent the Institute on other bodies. These persons do not need to be Institute members. Unless the Board otherwise prescribes, each appointment continues until terminated by the Board.

14.22 Appointed committees or representatives are responsible to the Board and must regularly report to it on their activities. Minutes of committees must be available to the Board on request.

14.23 The 'Contact Person' appointed to be the main point of contact for the Registrar of Incorporated Societies is the Chair or Deputy Chair. They must be at least eighteen (18) years old and a resident of New Zealand. The Registrar must be notified within twenty (20) working days if they change.

AUTHORITIES

14.24 The decision of the Board on the interpretation of the Rules is final and binding on all Institute members.

INDEMNITY AND INSURANCE

14.25 The Institute indemnifies present and past Board members, committee members, the Chief Executive, all staff appointed by the Chief Executive, and any other representative of the Institute in respect of liabilities arising from the performance of their functions or duties connected to their role in the Institute. This may not apply in the event of wilful neglect and/or criminal misconduct.

14.26 The Institute may, with the authority of the Board, indemnify and/or obtain insurance for an Officer for:

(a) liability (other than criminal liability) for a failure to comply with:

(i) a duty under section 54 to 61 of the Incorporated Societies Act 2022 (officers' duties); or

(ii) any other duty imposed on an officer in their capacity as an Officer of the Institute; and/or

(b) costs incurred by the Officer for any claim or proceeding related to a liability under clause 14.26(a).

14.27 The Society may indemnify or obtain insurance for an Officer, Member or employee in accordance with the Incorporated Societies Act 2022.

RULE 15: APPOINTMENTS

APPOINTMENTS AND DUTIES OF STAFF

15.1 The Board will appoint a Chief Executive and determine their remuneration. The Board may establish procedures for the employment of other staff and the determination of their remuneration.

15.2 The Chief Executive will perform duties as directed by the Board.

15.3 The Board may elect to delegate some of its powers under these Rules to the Chief Executive.

15.4 Employees of the Institute are not eligible to be Board members.

APPOINTMENT OF AUDITOR

15.5 An Auditor may be agreed by members at the Annual General Meeting. The Auditor's remuneration will either be agreed by members at the Annual General Meeting, or members will delegate this responsibility to the Board. The Auditor must be a Chartered Member of Chartered Accountants Australia and New Zealand.

RULE 16: ANNUAL GENERAL MEETING

16.1 The Annual General Meeting (AGM) of the Institute is held once each calendar year on a date and at a place decided by the Board, no later than six (6) months after the Institute's balance date, and no later than fifteen (15) months after the previous AGM.

16.2 The information presented at the Annual General Meeting for membership approval by ordinary resolution is as follows:

- An annual report on the operations and affairs of the Institute during the most recently completed accounting period;
- The financial statements of the Institute for that period; and
- Notices of the disclosures, or types of disclosures, made under disclosure of interests during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

16.3 The Board must give members at least four (4) weeks' notice of the Annual General Meeting.

16.4 Members wanting to introduce a motion for consideration at the Annual General Meeting must send written notice to the Chief Executive no later than three (3) weeks before the Annual General Meeting. The written notice must include a request to introduce the motion, and the background to and reasons for the motion.

16.5 The Board may, at its discretion, refuse to accept a motion put forward for consideration at the Annual General Meeting where it is of the opinion that:

a. insufficient notice has been given; or

b. the motion to be moved at the Annual General Meeting will have a significant impact on the membership, or a section of the membership, such that an additional period of notification and consultation with the affected group or groups is required; or

c. the motion put forward is not related to the Objectives; or

d. the motion put forward is substantially the same as a motion already voted on by the membership within the last two years; or

e. the motion is vexatious or not made in good faith.

16.6 If the Board refuses to accept a motion, it will give the member reasons why the motion is not accepted and, where appropriate, information about the steps to be taken before the motion can fairly be put to the membership at a General Meeting. The Board will advise the Annual General Meeting of the motion put forward and the reason it was declined.

16.7 The agenda for the Annual General Meeting is distributed to each Institute member by post or by electronic means, at least two (2) weeks before the Annual General Meeting. The agenda must include:

a. notice of all motions to be put forward at the meeting;

b. either a copy of the annual report or instructions about how to receive the report in electronic form; and

c. either a copy of the Annual Financial Statement, or a summary of it with instructions on how to obtain the full Annual Financial Statement.

16.8 Four (4) per cent of Voting Members will constitute a quorum for the Annual General Meeting. Voting Members either physically present or attending remotely will be counted towards the number of Voting Members required to constitute a quorum.

16.9 The Board may make provision for Institute members to attend and vote at any Annual General Meeting remotely. Members will be informed of the procedures for remote attendance and remote voting at least two (2) weeks before each Annual General Meeting.

16.10 Minutes are required to be kept at all Annual General Meetings and will be made available to all members.

RULE 17: SPECIAL GENERAL MEETING

17.1 A Special General Meeting of the Institute may be called at any time:

a. by resolution of the Board; or

b. at the written request of not less than ten (10) percent of Financial Members and provided that the request states the motion(s) to be moved at the meeting and the reasons for the motion(s), and

c. in accordance with Rule 14.6.

17.2 If a Special General Meeting is requested, the following may apply:

a. The meeting will normally be held within two (2) months of the request, unless the Board and the requesting Financial Members agree to an extension.

b. If the Board is of the opinion that the motion(s) to be moved at the meeting may have a significant impact on the membership, or a section of the membership, the Board may require an additional process of notification and consultation with any affected group or groups within the membership before calling a Special General Meeting.

If this happens, the Board may agree on an extension with the requesting Financial Members to allow the consultation or referendum to take place.

17.3 If the majority of Voting Members do not support the motions put forward, the Board may, at its discretion, decline to hold the requested Special General Meeting.

17.4 Notice of the time and place of a Special General Meeting, and the motion(s) to be moved, will be distributed to each Institute member by post or electronic means, at least two (2) weeks before the meeting.

17.5 No other motion(s) except that notified to the members will be considered at a Special General Meeting unless its subject matter is relevant to or deals with the subject matter of the notified motion(s).

17.6 The Board may make provision for Institute members to attend and vote at any Special General Meeting remotely. Members will be informed of the procedures for remote attendance and remote voting at least two (2) weeks before each Special General Meeting.

17.7 Four (4) per cent of Voting Members will constitute a quorum for a Special General Meeting. Voting Members either physically present or attending remotely will be counted towards the number of Voting Members required to constitute a quorum.

17.8 If a quorum is not obtained within one (1) hour after the time fixed for a Special General Meeting, the meeting will not be held.

RULE 18: VOTING AT GENERAL MEETINGS

18.1 Voting Members attending a General Meeting either in person or remotely have the right to vote on any motion put before that meeting.

18.2 In the case of a tie, the chair may exercise two votes (one a casting vote and one a deliberative vote).

18.3 The Chair will chair meetings, unless they are absent in which case the Deputy Chair will chair the meeting.

18.4 A majority of votes will decide any motion or other question unless the Rules provide otherwise.

18.5 The tally of votes received remotely on any motion will be presented to the meeting.

RULE 19: ALTERATIONS OF RULES

19.1 Subject to clause 19.3, these Rules may only be amended, altered, replaced or rescinded by a Special Majority at a General Meeting. Any amendments must be recorded in writing.

19.2 No amendment to the Institute's Rules may be made which would allow personal pecuniary profits to any individuals. The effect of this Rule cannot be removed from this document and will be included and implied in any document replacing this document.

19.3 The Board may amend the terms of these Rules by a unanimous resolution of the Board if the amendment:

(a) has no more than a minor effect; or

(b) corrects errors or makes similar technical alterations,

PROVIDED THAT the Board provides written notice of the amendment to every Member of the Institute, with the notice stating:

(i) the text of the amendment; and

(ii) the right of the Member to object to the amendment.

(c) If no Member objects within twenty (20) working days after the date on which the notice is sent, the Board may make the amendment.

If a Member objects to the amendment made under clause 19.5 within twenty (20) working days after the date on which the notice is sent, the Institute may not make the amendment under this clause.

RULE 20: GUIDELINES AND POLICIES

20.1 The Board may make Guidelines and Policies on matters referred to in these Rules that require further elaboration in detail.

20.2 Guidelines and Policies will only be made, amended or rescinded by the assent of not less than two-thirds (2/3) of the Board members.

20.3 The requirements for consultation on a proposed Guideline are the same as the requirements for a proposed substantive change to these Rules, as set out in Rule 19.2.

20.4 Information regarding Guidelines or Policies made, amended or rescinded will be promptly communicated to Institute members.

20.5 No Guideline or Policy shall contravene the Rules.

RULE 21: PROPERTY

21.1 The property and assets of the Institute will only be used to further the Objectives. Unless provided in these Rules, no portion of such property or assets, or profit or surplus, will be given to any Institute member except when this arises in the ordinary course of business.

RULE 22: WINDING UP

22.1 Subject to this clause 22, the Institute may be liquidated or removed from the register in accordance with Part 5 of the Incorporated Societies Act 2022.

22.2 In the event the Institute is liquidated or removed from the register, any remaining portion of the Institute's funds or the net proceeds arising from the sale of the assets of the Institute must be applied, after payments of all liabilities, towards such not-for-profit entities that:

(a) further building and construction sector knowledge; and/or

(b) promote the welfare of the building and construction profession; and/or

(c) advance any other similar purpose related to the building and construction profession as decided by the Board in advance of the General Meeting at which the matter is to be considered,

as may be determined by a Special Majority at a General Meeting. The Institute's surplus assets must not be applied for the direct benefit of Members of the Institute.

22.3 The Board must give twenty (20) working days' written notice to Members of the General Meeting at which the proposed resolution to remove the Institute from the register, distribute the Institute's surplus assets, and/or appoint a liquidator of the Institute is to be submitted. The notice must state the matters set out in section 228(4) of the Incorporated Societies Act 2022.

22.4 A resolution to remove the Institute from the register, on the distribution of the Institute's surplus assets or to appoint a liquidator of the Institute must be passed by a Special Majority at a General Meeting.

22.5 To be clear, a resolution to remove the Institute from the register or to appoint a liquidator of the Institute may be made at the same General Meeting as a resolution on the distribution of the Institute's surplus assets.

SECTION FOUR – REGIONS, BRANCHES AND GROUPS

The Regions, Branches and Groups will be governed by these Rules and the **Regions and Branches Guideline**, along with any other directives of the Board.

RULE 23: REGIONS, BRANCHES AND GROUPS

CREATION OF BRANCHES AND GROUPS

23.1 The Board may create regional Branches of the Institute and decide the geographic boundaries that define each Branch.

23.2 The Board may create Groups for Young Professionals to align with the closest Region ('Young Professionals Group'), or a national online representative Group ('Young Professional Advisors' group).

23.3 Branches and Groups are subsidiary bodies of the Institute and have no independent legal or financial status.

OBJECTIVES OF EACH REGION, BRANCH AND GROUP

23.4 The objectives of each Region, Branch and Group is to advance the Objectives of the Institute and its strategic direction within their region, by:

a. contributing towards delivering a regional programme supporting the strategy of the Institute;

b. welcoming new members and providing networking opportunities among their members;

c. actively assisting with mentoring of members;

d. advancing member career development, including through encouraging education and events for continuing professional development;

e. championing the building and construction sector in their area;

f. supporting the wider community on behalf of the building and construction sector; and

g. obtaining the views of their members and representing these views to the Board.

MANAGEMENT OF EACH REGION, BRANCH AND GROUP

23.5 The affairs of each Region, Branch and Group are managed by a committee chaired by a Chair.

23.6 The committee members are elected for nominated positions. Each Region, Branch and Group will establish an election or onboarding process for their Branch or Group consistent with any guidance or protocols defined by the Board and in the **Regions and Branches Guideline**.

23.7 Regions, Branches and Groups must operate their affairs according to any guidance, protocols or budgets defined by the Board and national operations, and consistent with these Rules and good governance practices.

23.8 Chairs and committees are accountable to their membership and the Institute Board.

RIGHTS OF MEMBERS OF EACH REGION, BRANCH AND GROUP

23.9 Every member of a Region, Branch or Group is entitled to attend General Meetings of their region, branch or group.

23.10 Every Financial Member of a Region, Branch or Group is entitled to vote in elections relating to their Region, Branch or Group.

23.11 Every Financial Member of a Region, Branch or Group can nominate or be nominated for election to the position of Chair or committee member of the Region, Branch or Group.

RESPONSIBILITIES OF EACH BRANCH, REGION AND GROUP

23.12 No Region, Branch or Group may make a decision that will have significant impact outside of that Region, Branch or Group, except with the permission of the Board.

23.13 At all times each Region must represent itself as an Institute Region, each Branch must represent itself as an Institute Branch, and each Group must represent itself as an Institute Group.

REMOVAL OF MEMBERS AND DISSOLUTION

23.14 The Board may, after following a fair process, remove a member of a Branch, Region or Group if that member is not fulfilling their role in a manner consistent with any guidance, protocols, or budgets defined by the Board, the Objectives and strategic direction of the Institute, the Code of Ethical Conduct or these Rules.

23.15 The Board may, with three (3) months' notice to a Branch, Region or Group members, dissolve that Branch, Region or Group, reallocate the geographic region that it represents, and transfer the members to other Branches, Regions or Groups according to the new geographical boundaries, where:

a. the members of the Branch, Region or Group request the dissolution, as determined by a seventy-five percent (75%) majority of those present at their General Meeting called for the purpose of discussing a motion for dissolution; and/or

b. following consultation with the Branch, Region or Group, the Board is of the view that the Branch, Region or Group is nonviable, as evidenced by lack of activity or failure to form a committee for an extended period of time.

RULE 24: COLLABORATING AND JOINT GROUPS

24.1 The Board may recognise independent incorporated societies or not-for-profit organisations whose primary objective is the development and sharing of construction and building and construction knowledge as Collaborating Groups.

24.2 The Board may recognise subsidiary groups of other construction and building and construction organisations as Joint Groups.

24.3 The Board may develop charters, protocols and/or memoranda of understanding with Collaborating and Joint Groups to assist in developing mutually beneficial relationships. No charter, protocol or memorandum will render the Institute liable for the activities of a Collaborating or Joint Group unless a specific contractual arrangement transferring liability is agreed.

SCHEDULE ONE: POWERS OF THE NEW ZEALAND INSTITUTE OF BUILDING

1. Powers of the NZIOB

    1.1 Purchase, lease, exchange, hire or acquire, and to sell, surrender, mortgage, charge, manage, sub-divide, develop and deal with every kind of real and personal property.

    1.2 Construct, maintain restore, repair and alter any buildings or structures.

    1.3 To invest and deal with the moneys of the NZIOB in any manner authorised by the Board.

    1.4 To set CPD requirements for any grade of membership.

    1.5 To set the requirements for appointment of a proxy for any vote.

    1.6 Authorise a Member’s use of any Intellectual Property.

    1.7 To borrow or raise money and to guarantee or secure repayment of money by mortgage or the entering into of security interests charged on any assets of the NZIOB or otherwise.

    1.8 To accept any gift or transfer of property, whether or not subject to any trust, for any of the objects of the NZIOB.

    1.9 Implement a disciplinary and complaints process.

    1.10 To employ staff and engage such professional services as the Board shall think desirable.

    1.11 To effect insurances in respect of any undertaking activity or assets of the NZIOB as the Board may think fit.

    1.12 To indemnify any person or company against debts, liabilities, claims and proceedings incurred on behalf of or in the course of providing any services for the NZIOB and for this purpose to charge any of the assets of the NZIOB.

1.13 To do all or any of the above things or such other things as are incidental or conducive to advance the objects of the NZIOB.

2. Powers that can only be exercised by a Special Majority at a General Meeting:

2.1 Alteration of the Rules (clause 24)

2.2 Winding up of the NZIOB (clause 25)

3. Powers that can be exercised by the Board.

3.1 All powers of the NZIOB set out in clause 1 of this Schedule.

3.2 Enter into contracts on behalf of the NZIOB and expend the NZIOB's funds in carrying out its objects.

3.3 Appoint such committees as it considers necessary for the efficient administration of the NZIOB affairs.

3.4 Take or defend legal proceedings when necessary.

3.5 Appoint a Chief Executive on such terms and conditions and at such remuneration as the Board may fix from time to time.

3.6 Set the annual subscription fees for each grade of Member.

3.7 Set the geographical boundaries of Regions and Branches.

3.8 Approve applications for membership.

3.9 Deal with the funds of the NZIOB by depositing such funds with a bank or by investing them in such manner as the Board shall determine.

3.10 Draw cheques and other bank withdrawal authorities, such instruments being valid only if signed by persons designated from time to time by the Board.

3.11 Reimburse Officers and Regional Committee/Branch Committee Members as the case may be for their reasonable travelling and accommodation expenses.

3.12 Reimburse any expenses incurred by a representative appointed by the NZIOB while engaged on the business of the NZIOB (at the discretion of the Board).

3.13 Make policies, which shall be binding on all Members or such grades of Members as specified by the Board, on any matter relevant to the objects of the NZIOB or specified in these Rules which may require detailed elaboration.

3.14 Define the responsibilities of the Chair, Deputy Chair, Regional Committee Chair, Regional Committee Deputy Chair, and Branch Chair.

3.15 Establish or disestablish branches of any Region and determine the role of any such branch and the scope of any authority given to it by Bylaw made in accordance with clause 7.1.

SCHEDULE TWO: COMPLAINTS RESOLUTION AND DISCIPLINARY PROCESS

1.1 Where a dispute arises between members in the course and conduct of their memberships that cannot be resolved by the members themselves, either member may refer the matter to the Board, and in doing so, will communicate and cooperate fully with the Board in attempting to resolve the matter.

1.2 A complaint against a member may also be made by the Board, or any other person, in accordance with the procedure set out below, with all necessary modifications.

1.3 The following process applies to all complaints against members of the Institute where it is alleged that:

> 1.3.1 the member has breached the Rules or any Guideline; or
>
> 1.3.2 the member's actions or inactions could bring into disrepute the standing and reputation of the Institute or compromise the achievement of its purposes; or
>
> 1.3.3 the member's membership was obtained through improper or deceitful means.

1.4 This process may also be invoked by a member against the Board, Regional Committee, Branch Committee, or any other committee, sub-committee or working or advisory group established by the Board or the CEO.

1.5 Complaints must be received in writing within three years of the alleged event occurring.

1.5 **Resolution Committee**

> 1.5.1 The Resolution Committee (Committee) may be established as a permanent Committee or may be formed to consider a particular complaint or other disciplinary issue.
>
> 1.5.2 The Committee shall consist of three (3) people appointed by the Board, two (2) of which shall be members (and who may or may not be Board members), and those persons shall appoint a Chair of the

Committee. If there is no Committee at the time a complaint is received and to be advanced, the Board shall appoint the Committee as soon as practicable.

1.5.3 The Board may replace members on the Committee as it considers necessary, for example because a Committee member has resigned, is no longer able to fulfil their duties to the Committee, or who is subject to a conflict of interest.

1.5.4 The Committee has the power to:

a. investigate and hear complaints against any member referred to it under this process;

b. determine whether:

1. the member has breached the Rules or any Guidelines; or

2. the member's actions or inactions could bring into disrepute the standing and reputation of the Institute or compromise the achievement of its purposes; or

3. the member's membership was obtained through improper or deceitful means.

c. make recommendations to the Board on whether to impose any disciplinary measures on a member against whom a determination is made under sub-paragraph b; and

d. regulate its own process, subject to the requirements of this Schedule and any directions and approvals from the Board.

1.5.5 The Committee shall recognise and provide for the need to maintain confidentiality and free from conflicts of interests and shall adopt processes appropriate to the circumstances to ensure that this occurs. To avoid a conflict a member of the Committee may step aside from a particular complaint and the Committee may appoint a replacement.

1.6 **Complaints**

1.6.1 A complaint must provide the following information:

a. complainant's name and contact details;

b. name of the member(s) against whom the complaint is made;

c. a brief description of the conduct alleged to breach Rule 1.3 above;

d. whether the member has been formally notified of the complaint and any response(s); and

e. whether the complaint has been referred to any other regulatory body or government authority or whether legal proceedings have been commenced.

1.6.2 Complaints must be in writing, addressed, and delivered to, any of the following:

a. The Chief Executive Officer:

b. The Chair of the Board; or

c. Any other member of the Committee.

1.6.3 The person receiving the complaint must discuss with the other persons identified in Rule 1.6.2 and resolve who will be acknowledging the complaint and managing the process (Complaint Manager).

1.6.4 The Complaint Manager will:

a. acknowledge receipt of the complaint in writing to the complainant within twenty-one (21) days;

b. request any further information from the complainant so the complaint satisfies Rule 1.6.1 above;

c. if the complainant fails to provide any of the information set out in Rule 1.6.1 if requested, determine whether to refuse to accept the complaint for investigation, the decision in respect of which shall be at their sole discretion and shall be final;

d. if the complaint is to be progressed, keep a record of progress of the complaint;

e. subject to any conflict of interest issues, report to the Board (as a whole) that a complaint has been received, and, if there is a conflict of issue arising, to such of the Regional Committee Representatives as is appropriate;

f. supply a copy of the complaint and supporting documentation to each member who is the subject of the complaint, and request an explanation from them; and

g. supply any response received to the complainant.

1.6.5 Upon receiving the information as provided in Rule 1.6.1, and any further information provided under Rule 1.6.4, the Complaint Manager shall review the information and providing they do not consider the complaint to be vexatious or malicious, the complaint shall be referred to the Committee for consideration.

1.6.6 If a complaint is considered vexatious or malicious, and is not to be referred to the Committee, the Complaint Manager must communicate the decision and reasons in writing to the parties to the complaint. In addition, subject to conflict of interest requirements, the Complaint Manager will report to the CEO, Board and the Committee on all complaints received, what action has been taken and where a case is not referred, the reasons why. The Committee has the right to review the complaint and be provided with a copy of all correspondence and other relevant documentation and may take any necessary action as deemed appropriate.

1.6.7 The CEO may make a complaint against any member in their own right (i.e. without receiving a complaint under Rule 1.6.2 above) directly to the Committee. In those circumstances:

a. the CEO must ensure that the complaint includes all relevant information as would be required for a complaint under Rule 1.6.1;

b. the Committee will perform the actions required by Rule 1.6.4, instead of the CEO, and the CEO will be deemed to be the complainant;

c. the Committee may refuse to consider the complaint if insufficient information has been provided or it considers the complaint is vexatious or malicious; and

d. if the Committee decides to consider the complaint, it will consider the complaint otherwise in accordance with this process.

1.6.8 Additionally, the Board may on its own volition lodge complaints against any member directly with the Committee. In those circumstances,

a. the Board must ensure that the complaint includes all relevant information as would be required for a complaint under Rule 1.6.1;

b. the Committee will perform the actions required by Rule 1.6.4, instead of the CEO, and the Board will be deemed to be the complainant;

c. the Committee may refuse to consider the complaint if insufficient information has been provided or it considers the complaint is vexatious or malicious; and

d. if the Committee decides to consider the complaint, it will consider the complaint otherwise in accordance with this process.

1.7 **Formal Investigations**

1.7.1 The Committee will undertake an investigation into each complaint referred to it by the Complaint Manager, CEO or the Board.

1.7.2 The Committee may carry out the investigation in any manner it sees fit (including obtaining evidence from third parties if appropriate).

1.7.3 All correspondence relating to the investigation shall, subject to any conflict of interest requirements, be kept strictly confidential between the parties to the complaint, the CEO, the Board and the Committee (and any party's professional advisers), including the identity of the parties involved, other than where it was necessary to obtain evidence from third parties as part of the investigation.

1.7.4 If the investigation shows that there are insufficient grounds for taking disciplinary action, the Committee must communicate the reasons for its decision not to take disciplinary action in writing to the parties to the complaint.

1.7.5 Alternatively, the Committee may delay making a decision on whether or not to make a charge or charges against a member until any other regulatory or legal proceedings are completed. In that case, the Committee must communicate the reasons for its decision to delay making a decision in writing to the parties to the complaint.

1.7.6 If the investigation shows that there are sufficient grounds for taking disciplinary action then the Committee will make a charge or charges against a member.

1.7.7 Any charges against a member must be communicated to the parties to the complaint in writing by the Committee together with:

a. a copy of the evidence supporting the charges;

b. the membership of the Committee;

c. a proposed hearing date;

d. the potential disciplinary measures that may be imposed on the Member if the charge or charges are upheld; and

e. information for the member regarding the procedure to be followed at the hearing, which includes a copy of this process and details of:

I the member to attend the hearing and state their defence to the charge or charges and any pleas in mitigation;

ii. the member's right to be accompanied by a support person;

iii. the complainant's right to attend; and

iv. other attendees being able to attend at the absolute discretion of the Committee.

1.8 **Hearings**

1.8.1 Where charges are made by the Committee against a member, the member will be given the opportunity to attend a hearing before the Committee and state their defence against the charges and any pleas in mitigation.

1.8.2 The Committee may decide that the hearing will be held in person, by telephone conference, video conference or similar telecommunications or internet-based device. The Committee will decide how the hearing is to be held taking into account the seriousness of the allegation(s) contained in the complaint and the seriousness of the potential penalties to be imposed on the member.

1.8.3 If the hearing is held online:

a. each person taking part in such a hearing must be able to hear each of the other people taking part throughout the hearing;

b. at the commencement of the hearing, each person must acknowledge their presence for the purpose of a hearing to the other people taking part; and

c. a person shall be conclusively presumed to have been present unless they have previously obtained the consent of the Chair of the Committee to leave the meeting. The hearing shall not be invalidated if the member leaves the hearing without the consent of the Chair.

1.8.4 The complainant will be given an opportunity to attend the hearing before the Committee and the complainant's role will be restricted to giving evidence upon questioning by the Committee and/or the member.

1.8.5 The failure of a member against whom charges are made to attend a hearing does not invalidate the hearing, prevent the Committee from holding the hearing, or prevent the Committee from making a provisional finding against the member.

1.8.6 Attendees at any hearing will ordinarily be restricted to the Committee, any witnesses, the complainant and the relevant member(s). The member, and the complainant, shall be entitled to bring a support person. Additional attendees may be permitted at the absolute discretion of the Committee.

1.8.7 In the course of a hearing, without limitation to its powers or any other action the Committee may take, the Committee may:

a. temporarily suspend the hearing to enable the Committee to deliberate and consider any matter or to make a decision in private; and

b. decide to investigate any matter arising in the hearing further and, for that purpose, may suspend the hearing and re-convene the hearing to another date and time; or

c. decide to amend the charges against a member and, if it does so, may suspend the hearing and re-convene the hearing to another date and time to allow the member a proper opportunity to prepare a defence against the amended charges and any pleas in mitigation.

1.8.8 After considering all the evidence against a member, the Committee may:

a. dismiss any or all charges against a member; or

b. uphold any or all charges against a member.

1.8.9 The Committee may make its decision under Rule 1.8.8 at the hearing or may reserve its decision. If the Committee makes its decision at the hearing, the Committee must provide the parties with the reasons for its decision in writing within twenty-eight (28) days of the completion of the hearing or such longer time as set by the Committee at the hearing. If the Committee reserves its decision, the Committee must:

a. make its decision within twenty-eight (28) days from the completion of the hearing or such longer period as advised to the parties at the hearing; and

b. provide the parties with its decision at the time that it advises the parties of the decision.

1.9 **Decisions**

1.9.1 If the Committee provisionally upholds any or all charges against a member, the Committee must as soon as possible:

a. refer the matter to the Board for a decision with the Committee's recommendations on what disciplinary measures should be imposed; and

b. advise the member complained against of the provisional decision and the recommendations.

1.9.2 When a matter has been referred to the Board by the Committee, the Board may in its absolute discretion:

a. dismiss the charges against the member; or

b. stand down the member while the investigation is pending; or

c. uphold any or all of the charges against the member, in which case the Board may:

i. determine that no disciplinary measures are necessary;

ii. a formal warning to the member;

iii. the imposing of conditions on the membership of a member;

iv. forfeiture or suspension of membership of the member;

v. a requirement on the member to pay compensation to any person who has suffered loss as a result of the actions or inactions of the member;

vi. a requirement on the member to take other remedial actions (such as, for example, further training or rectification work);

vii. a requirement on the member to reimburse the Institute for its costs in investigation, considering and deciding on the complaint; and

viii. a fine in such amount as the Board decides but not exceeding five thousand New Zealand Dollars (NZD $5,000), or other disciplinary action the Board may deem appropriate.

1.9.3 When the decision has been made by the Board, the Board may advise all members, professional associations, industry professionals, and/or the public of the decision and any disciplinary measures taken against a member in any manner the Board see fit, unless the Board is satisfied that there are compelling reasons against publication of the outcome. If the Board determines not to publish the outcome, the Board may publish a summary of the decision that does not identify the member or provide information that enables the member to be readily identified.

1.10 **Compliance with timeframes**

1.10.1 Failure to comply with a timeframe specified in this Complaints Resolution and Disciplinary Process does not automatically invalidate a complaint, the investigation of a complaint or the consideration of a complaint by the Committee or the Board. If a timeframe is not complied with, the Committee will report to the Board on that non-compliance and the Board will:

a. determine whether the failure to comply has caused unfairness to the member complained against; and

b. whether any such unfairness is of such a level that the investigation or consideration of the complaint should be discontinued and, if so, will discontinue the complaint.