



New Zealand
Institute of
Building

KNOWLEDGE. EXPERTISE. EXPERIENCE.

CONSTITUTION OF

**THE NEW ZEALAND INSTITUTE OF
BUILDING INCORPORATED**

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PREAMBLE

- A. The following is the Constitution of the NZIOB.
- B. NZIOB was incorporated under section 4 of the Act on 24 June 1983.
- C. This Constitution contains the required matters that must be included in the rules of an incorporated society under the Act. It also contains additional clauses covering key issues specific to the administration of the NZIOB. It is an update of a previous constitution adopted in June 2006.
- D. This update is dated 11 April 2019.

CONSTITUTION

1 Definitions

- 1.1 Unless the context requires otherwise:

“**Act**” means the Incorporated Societies Act 1908.

“**Annual General Meeting**” means the Annual General Meeting of the NZIOB under clause 18.1.

“**Annual Report**” means the annual report of the NZIOB detailing the NZIOB’s activities for the most recently completed Financial Year.

“**Board**” means the board of the NZIOB, which is the governing body of the NZIOB elected, or, in the case of co-opted board members, appointed, in accordance with the terms of this Constitution.

“**Board Meeting**” means a meeting of the Board.

“**Board Member**” means a Member elected in accordance with clause 14.1 or a person co-opted under clause 14.2, as the case may be.

“**Branch Committee**” means a Branch Committee established by a Branch in accordance with this Constitution and the Region and Branches Bylaw.

“**Bylaws**” means by-laws made under clause 7.

“**Chair**” means the Chair of the Board elected in accordance with clause 15.

“**CEO**” means the Chief Executive Officer of the NZIOB.

“**Constitution**” means this document and the Rules contained within it.

“**Deputy Chair**” means the Deputy Chair of the Board appointed in accordance with clause 16.

"Disciplinary and Complaints Procedure" means the discipline and complaints procedure set out in the Ethics and Conduct Bylaw.

"Elections Officer" means the person appointed as Elections Officer by the Board in accordance with clause 15.1.1

"Eligible Members" means Members defined in the Bylaws as eligible to vote.

"Employee" means any employee of the NZIOB.

"Ethics and Conduct Bylaw" is defined in clause 7.2

"Financial Year" means the 12-month period as defined in the Bylaws.

"Financial Statements" means the financial statements of the NZIOB for the most recently completed Financial Year and shall include a statement of financial position and a statement of financial performance.

"General Meeting" means an Annual General Meeting or a Special General Meeting of the NZIOB.

"Member" means a person who is admitted to any grade of membership of the NZIOB. Specific grades of membership are identified in the Membership and Grading Bylaw.

"Membership and Grading Bylaw" is defined in clause 7.2

"Membership Board Member" means a Board Member elected to the Board from the membership at large, in accordance with clause 15.

"Month" means a calendar month.

"NZIOB" means the New Zealand Institute of Building Incorporated.

"National Office" means the Registered Office for the time being of the NZIOB, and the staff of that office, as the context requires.

"Register" is defined in clause 12.

"Region" means a body of Members residing in any particular area as specified in the Region and Branches Bylaw.

"Regional Committee" means a Regional Committee established by each Region in accordance with this Constitution.

"Regional Board Member" means a Board Member elected to the Board by a Region in accordance with clause 15.1. Regional Board Member positions are capped at one representative per Region.

“Regions and Branches Bylaw” is defined in clause 7.2.

“Rules” means the rules contained in this Constitution including its Schedules and any Bylaws adopted under clause 7.

“Simple Majority” means a majority of greater than half.

“Special General Meeting” means a meeting called in accordance with clause 18.4.

“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 the quorum of Eligible Members present at the General Meeting.

“Year” means any 12-month period.

1.2 In this Constitution, unless the context otherwise requires:

- 1.2.1 any reference to a clause, paragraph or schedule is a reference to a clause, paragraph or schedule of this Constitution.
- 1.2.2 expressions defined in the main body of this Constitution have the defined meaning in the whole of the Constitution, including the background.
- 1.2.3 section, clause and other headings are for convenience only and will not affect the interpretation of this Constitution.
- 1.2.4 one gender includes the other gender.
- 1.2.5 singular will include plural and vice versa.
- 1.2.6 where any term defined in this Constitution takes a different form for reasons of grammar, the different form has a corresponding meaning.
- 1.2.7 references to a statute include references to regulations, orders or notices made under or pursuant to such statute and references to a statute or regulation include references to all amendments to that statute or regulation whether by subsequent statute or otherwise and a statute or regulation passed in substitution for the statute or regulation referred to, or incorporating any of its provisions.
- 1.2.8 reference to any document includes reference to that document (and, where applicable, any of its provisions) as amended, novated, supplemented, or replaced from time to time.
- 1.2.9 if there is any ambiguity or inconsistency between a provision in this Constitution and any other document referred to in this Constitution, this Constitution shall prevail.

1.2.10 in the event of any conflict between the provisions of this Constitution and any schedule or appendix to this Constitution, the provisions of this Constitution shall prevail.

1.2.11 reference to **dollars** and **\$** refers to New Zealand dollars (NZ\$) unless specifically stated otherwise.

2 Name

2.1 The legal name of the incorporated society is “**The New Zealand Institute of Building Incorporated**”.

3 National Office

3.1 The National Office shall be maintained in a location in New Zealand, as determined from time to time by the Board. As at the date of this edition of the Constitution, the National Office is in Wellington.

4 Objects

4.1 The objects of NZIOB are:

4.1.1 To promote and foster excellence in the building and construction industry.

4.1.2 To promote and foster the education, training and qualification of persons practising or intending to practise within the building and construction industry.

4.1.3 To promote and foster professionalism by granting qualifications and grades of membership to Members in recognition of their proficiency within the building and construction industry.

4.1.4 To promote best practice and foster professional conduct and set ethical standards for the building and construction industry.

4.1.5 To engage on matters of concern to the building and construction industry, including by making submissions to and / or advising central and local government and the building and construction sector.

4.1.6 To provide and foster a collegial environment to grow industry relationships, including networking and social opportunities for Members.

4.1.7 To promote and foster any other related activities that are, in the opinion of the NZIOB, in the interests of the building and construction industry.

5 Powers

5.1 To advance the objects, the NZIOB may exercise the powers set out in the Schedule and detailed in this Constitution in addition to all other powers conferred on it by law.

- 5.2 Notwithstanding any other provision, the NZIOB shall only expend any money to further purposes recognised by law. The NZIOB shall not expend any money for the sole, personal or individual benefit of any Member.
- 5.3 Notwithstanding any other provision, any transactions between the NZIOB and any Member, or any associated persons or organisations, shall be at arms' length and in accordance with prevailing commercial terms on which the NZIOB would deal with third parties not associated with the NZIOB, and any payments made in respect of such transactions shall be limited to:
- 5.3.1 a fair and reasonable reward for services performed;
 - 5.3.2 reimbursement of expenses properly incurred;
 - 5.3.3 usual professional, business or trade charges; and
 - 5.3.4 interest at no more than current commercial rates.

6 Governance

- 6.1 The Board will govern and provide strategic direction to the NZIOB. In governing the NZIOB, the Board may exercise any powers it considers necessary to achieve the objects of the NZIOB, including to:
- 6.1.1 seek assistance from the Regional Committees on specific regional issues, and Branch Committees, as appropriate;
 - 6.1.2 employ the CEO;
 - 6.1.3 appoint professional and other services;
 - 6.1.4 make, suspend, alter, amend, add to or revoke Bylaws; and
 - 6.1.5 oversee the operation of Regional Committees and Branch Committees.
- 6.2 The Board may, from time to time, authorise a Regional Committee, Branch Committee, the CEO, or establish a specific committee, sub-committee or working or advisory group, to perform any function or task of the Board or to otherwise assist the Board in its functions.
- 6.3 The limit of any authority given to any person or body identified in clause 6.2 must be adhered to by the relevant person or body, and the need for the continuance of any authority so given shall be reviewed at the discretion of the Board.
- 6.4 The Board will appoint an individual to be responsible for the NZIOB's compliance with all requirements of the Registrar of Incorporated Societies.
- 6.5 The role of the CEO is to carry out the strategic plans and policies as established by the Board, employ and manage the employees of NZIOB, and manage the activities of NZIOB in

accordance with the CEO's position description as adopted by the Board, supported by NZIOB employees as appropriate. The CEO reports, and is responsible to, the Board.

7 Bylaws

- 7.1 The Board may, for the better administration of the NZIOB and by resolution passed by Special Majority only, make, suspend, alter, amend, add to or revoke any Bylaw, provided that no Bylaw conflicts with the terms of this Constitution.
- 7.2 The Board must take steps to make Bylaws covering the following matters:
 - 7.2.1 Ethics, conduct, and continuing education of Members (the "**Ethics and Conduct Bylaw**").
 - 7.2.2 Membership and grading (the "**Membership and Grading Bylaw**").
 - 7.2.3 Operation of regions and, if established, branches (the "**Region and Branches Bylaw**").
- 7.3 NZIOB, the Board, and all Members must comply with all Bylaws.

8 Ethics and Conduct Bylaw

- 8.1 The Ethics and Conduct Bylaw must contain the following matters:
 - 8.1.1 rules of professional conduct of Members;
 - 8.1.2 rules for the conduct of Members between themselves and in relation to the NZIOB; and
 - 8.1.3 a Disciplinary and Complaints Procedure, setting out the procedure and powers of the NZIOB, the Board, any disciplinary committee established by the Board or under the Disciplinary and Complaints Procedure, and any other person, to deal with any complaint:
 - (a) against a Member:
 - (i) for any alleged breach by the Member of this Constitution or the Bylaws;
 - (ii) for any action or inaction of a Member that could bring into disrepute the standing and reputation of the NZIOB or compromise the achievement of its purposes; or
 - (iii) that the Member's membership was obtained through improper or deceitful means; and

- (b) against the Board, Regional Committee, Branch Committee, or any other committee, sub-committee or working or advisory group established by the Board, and the CEO:
 - (i) for any alleged breach (collectively or individually, as the case may be) of this Constitution or the Bylaws;
 - (ii) for any action or inaction (collectively or individually, as the case may be) that could bring into disrepute the standing and reputation of the NZIOB or compromise the achievement of its objects; or
 - (iii) for any alleged breach of fairness or natural justice (where those duties are owed).

8.2 A complaint against a Member under the Disciplinary and Complaints Procedure may be made by another Member, the Board or any other person.

8.3 A complaint against the Board, Regional Committee, Branch Committee, or any other committee, sub-committee or working or advisory group established by the Board, and the CEO, under the Disciplinary and Complaints Procedure may only be made by a Member.

8.4 The Code of Ethics Bylaw may deal with any other matter relating to the proper and ethical behaviour of Members, and professional standards expected of Members, consistent with the purposes of the NZIOB, including:

8.4.1 educational and professional requirements for Members;

8.4.2 ongoing educational requirements; and

8.4.3 means for the Board to verify those matters.

8.5 Breaches of this Constitution, any Bylaws, including the Ethics and Conduct Bylaw, and any other actions listed in clause 8.1.3 will be dealt with according to the procedure identified in the Disciplinary and Complaints Procedure.

8.6 Breaches of this Constitution and any Bylaws, including the Ethics and Conduct Bylaw, and any other actions listed in clause 8.1.3, may, in relation to a Member, result in the issue of a formal warning, forfeiture or suspension of membership, the issue of a fine of such amount as the Board decides but not exceeding any limit as specified in the Ethics and Conduct Bylaw, a requirement to pay compensation or costs or other appropriate disciplinary action as specified in the Ethics and Conduct Bylaw.

8.7 If a Member resigns or their membership is forfeited or suspended:

8.7.1 this Constitution and the Bylaws continue to apply to any action or inaction of the Member while a Member;

- 8.7.2 the Member must comply with the Disciplinary and Complaints Procedure in respect of any complaints or disciplinary proceedings against them in respect of any action or inaction of the Member while a Member;
 - 8.7.3 a failure by the Member to participate in any proceedings does not prevent a finding being made against them under the Disciplinary and Complaints Process; and
 - 8.7.4 any penalty or sanction provided for by the Disciplinary and Complaints procedure may be ordered against the Member to the extent such penalty or sanction can be effective despite the Member's membership having ceased or been suspended.
- 8.8 Any fine, order for compensation, or order for costs against a Member made in accordance with this Constitution and the Disciplinary and Complaints Procedure is recoverable as a debt against the Member.

9 Membership and Grading Bylaw

- 9.1 The Membership and Grading Bylaw must contain the following matters:
- 9.1.1 eligibility, grades, criteria and conditions and process for entry into and continued membership of the NZIOB including continuing professional development requirements;
 - 9.1.2 privileges and obligations applying to each grade of membership;
 - 9.1.3 requirements relating to entrance fees, annual subscriptions, and any other payments by Members, including consequences of failure to pay any annual subscription or other amount in the time or manner provided; and
 - 9.1.4 the circumstances in which membership may be terminated or suspended, in addition to those set out in this Constitution or any other Bylaw.

10 Membership

- 10.1 Subject to clause 10.2, a person will become a Member in accordance with the Membership and Grading Bylaw.
- 10.2 Despite any provisions of the Membership and Grading Bylaw, the Board may (at its discretion) elect to any grade of membership any person who is, in its opinion, a person of sufficient standing in the Construction Industry and suitably qualified by experience or by examination and reserves the right to transfer a Member to a different grade of membership for any reason, including but not limited to a Member no longer meeting the criteria for a particular grade of membership.
- 10.3 Before transferring a Member to a lower grade of membership, the Board will give reasonable notice to the Member and provide a fair opportunity for that Member to respond to the proposed new grade of membership.

- 10.4 The Board will determine the amounts of the entrance fees and annual subscriptions to be paid by members in accordance with the Membership and Grading Bylaw.
- 10.5 If a Member fails to pay an annual subscription or any other amount, in accordance with the Membership and Grading Bylaw, the Member's membership will lapse from the date set out in the Membership and Grading Bylaw.
- 10.6 The Board may, on such terms and conditions as it decides, reinstate a former member who has resigned or whose membership has lapsed or been terminated.

11 Resignation of Members

- 11.1 Any Member wishing to resign their membership shall forward their written resignation to the Board.
- 11.2 A future application, by the same person to rejoin the NZIOB, may be treated as a new membership application, unless reinstated under Clause 10.6.

12 Register of Members

- 12.1 The CEO shall keep, or cause to be kept, a register of all Members and their grading, containing such particulars as are required by the Act and any other particulars determined by the Board (**Register**).

13 Regions and Branches Bylaw

- 13.1 The Regions and Branches Bylaw shall define the geographical area of each Region and, subject to the matters set out in this Constitution, shall address any other matters relating to a Region or membership within that Region as the Board sees fit, including:
- 13.1.1 the election or appointment of each Regional Committee;
- 13.1.2 the responsibilities of the Regional Committees; and
- 13.1.3 the process and procedure, and provisions relating to the working and responsibilities of Branches and Branch Committees (if any).

14 The Board

- 14.1 The Board shall comprise the following persons:
- 14.1.1 the Chair;
- 14.1.2 three (3) Membership Board Members;
- 14.1.3 three (3) Regional Board Members; and
- 14.1.4 up to two (2) persons co-opted under clause 14.2.

- 14.2 If at any time the Board considers it appropriate in order to meet any need that the Board has identified, the Board may co-opt up to a total of a further two (2) persons in addition to those elected to serve on the Board, provided that:
- 14.2.1 the term of any co-opted person cannot extend beyond the term of the current Board; and
 - 14.2.2 a non-Member may only be co-opted if the Board has first considered whether it is possible to co-opt a Member to meet the need identified by the Board.
- 14.3 Board Members shall take office:
- 14.3.1 at the Annual General Meeting following their election; or
 - 14.3.2 at such earlier time as may be required if the Board Member taking office is doing so as a replacement in accordance with clauses 14.5 or 14.6; or
 - 14.3.3 in the case of a co-opted person, at the Board Meeting following their co-option.
- 14.4 A Board Member shall vacate their office if that Board Member:
- 14.4.1 is declared bankrupt, enters into a no-asset procedure, or enters into a proposal with creditors that is akin to bankruptcy;
 - 14.4.2 becomes an Employee of, contractor to, the NZIOB or otherwise receives payment for services in breach of the Ethics and Conduct Bylaw;
 - 14.4.3 is prohibited from being a director of a company pursuant to the provisions of the Companies Act 1993;
 - 14.4.4 resigns from their position as an Board Member in writing to the NZIOB or is otherwise unable to carry out his or her duties;
 - 14.4.5 is absent from three consecutive Board meetings without prior leave of absence granted by the Board, or without just cause being shown for absence;
 - 14.4.6 is removed from office at the discretion of the Board, following the process specified in the Ethics and Conduct Bylaw; or
 - 14.4.7 in the case of an elected Board Member, he or she ceases to be a Member.
- 14.5 In the event that the Chair has vacated their office in accordance with clause 14.4, the Board will continue to operate in accordance with this Constitution until a new Chair is elected, with the Board being required to hold an election process as soon as practicable after the Chair has vacated office. The Deputy Chair is to fill the role of Chair in the interim.
- 14.6 In the event that a Membership or Regional Board Member has vacated his or her office in accordance with clause 14.4, the Board shall hold an election process as soon as practicable

after the vacation of that office to appoint a replacement Membership or Regional Board Member, as relevant, to the Board.

- 14.7 Notwithstanding clauses 14.5 and 14.6, if there is less than a Year left to run in the remaining term of the Board, the Board may resolve to not elect a replacement Chair or Board Member.
- 14.8 Any election process held pursuant to clauses 14.5 and 14.6 shall follow the process established in clause 15.1 with all necessary modifications, including truncation of timeframes adopted by the Board to ensure the replacement of the relevant position as soon as practicable.
- 14.9 The NZIOB shall meet the expenses of Board Members reasonably incurred in relation to their duties as Board Members. Travel, accommodation and associated expenses must be approved or confirmed by the Board before or after they are incurred. For the avoidance of doubt, the costs and expenses referred to in this clause do not include any cost or expense covered by the indemnity in clause 23.

15 Election of Chair, Membership Board Members, and Regional Board Members

- 15.1 The Chair, Membership Board Members, and Regional Board Members shall be elected from Eligible Members every two (2) Years, by the following process:
 - 15.1.1 the Board shall appoint an Elections Officer, who shall not be the CEO, a Board Member or an employee of the NZIOB, no later than four (4) months before the Annual General Meeting from which the elected appointments are to take effect;
 - 15.1.2 the Elections Officer shall invite Members, no later than three (3) months before the Annual General Meeting from which the appointment is to take effect, to nominate, in writing or by electronic means, any Eligible Member who wishes to stand for the position(s) of Chair, Membership Board Members, and / or Regional Board Members;
 - 15.1.3 nominations for Chair must be supported by two (2) additional Members, and accompanied by the consent of the nominated Member in writing or by electronic means;
 - 15.1.4 nominations for Membership Board members and / or Regional Board members must be supported by an additional Member and accompanied by the consent of the nominated Member in writing or by electronic means;
 - 15.1.5 nominations for Chair, Membership Board Members, and / or Regional Board Members must be received by the Elections Officer, with the appropriate number of Members in support and the consent of the nominated Member in writing or by electronic means no later than two (2) months before the relevant Annual General Meeting;
 - 15.1.6 in the event that there is only one Member nominated for the office of Chair, then that Member shall be deemed elected as Chair;

- 15.1.7 in the event that three or fewer nominations for Membership Board Member, and / or three or fewer nominations for Regional Board Member are received, all nominated Members shall be deemed elected as Membership Board Members or Regional Board Members (as the case may be);
- 15.1.8 If more nominations are received than positions to fill, a ballot by electronic means for those positions must be held that meets the following requirements:
- i. the nominations for those positions must be circulated by the Elections Officer to all Eligible Members at least 28 days prior to the relevant Annual General Meeting;
 - ii. details must be provided by the Elections Officer to all Eligible Members as to how they may vote, with the closing date for any votes to be received no later than 7days before the relevant Annual General Meeting;
 - iii. the electronic means used must be reasonably accessible by all Eligible Members and operate with integrity and a reasonable level of accuracy; and
 - iv. the NZIOB must retain a record of the processes followed for a period of at least two years in order to verify compliance with this clause.
- 15.2 The Chair is elected to office for a two (2) Year term, and, if that person continues to be a Member at the end of the term, that person is eligible for re-election to Chair for a consecutive second two (2) Year term, with a maximum continuous term of four (4) Years.
- 15.3 Membership Board Members and Regional Board Members (the latter being limited to one representative from each Region, elected by Eligible Members from the relevant Region only) are elected to office for an initial two (2) Year term, and, if the relevant person continues to be a Member at the end of the term, they are eligible for re-election for the positions of Membership Board Members and / or Regional Board Members for further consecutive two (2) Year terms, with a maximum continuous term of eight (8) Years.
- 15.4 For the avoidance of doubt, the maximum continuous term for any Board Member or Regional Board Member shall be eight (8) Years.
- 15.5 In the event a Member is nominated for more than one position on the Board, that person may stand for election for each position for which they are nominated but the following hierarchy of positions shall apply on the completion of the elections or for the purposes of clauses 15.1.6 and 15.1.7:
- 15.5.1 Chair;
 - 15.5.2 Regional Board Member positions;
 - 15.5.3 Membership Board Member positions.

To illustrate, if an Eligible Member is elected as Chair they shall not hold office as a Membership or Regional Board Member, and if an Eligible Member is elected as Regional Board Member they shall not hold office as a Membership Board Member (assuming they are nominated for all three positions).

- 15.6 A Member may hold office on the Board as well as on a Regional Committee, including as Regional Committee Chair.

16 Deputy Chair

- 16.1 At the first Board meeting following the Annual General Meeting, the Board will appoint a Deputy Chair from among the Board Members, for a term of two (2) Years, unless the Board resolves to change the Deputy Chair during the course of that term.
- 16.2 In the absence of the Chair, the Chair's duties are to be discharged by the Deputy Chair. Should the Deputy Chair also be absent, any other Board Member as chosen by the Board, is to discharge the duties of the Chair.
- 16.3 If the Deputy Chair resigns or is otherwise unable to carry out his or her duties then the Board will appoint a replacement Deputy Chair from among the Board Members for the remainder of the outgoing Deputy Chair's term.
- 16.4 The Deputy Chair is eligible for election to the role of Chair at the end of the current Chair's term, through the process established in clause 15.

17 Board Meetings

- 17.1 Board Meetings must be held at least bi-monthly (in person or by electronic means) at:
- 17.1.1 the call of the Chair; or
 - 17.1.2 in the Chair's absence, the Deputy Chair; or
 - 17.1.3 in response to a formal request lodged with the CEO and signed by not less than three Board Members.
- 17.2 At Board Meetings, five Board Members shall form a quorum and no business shall be transacted unless the requisite quorum is present. This quorum requirement applies whether the Board Meeting is held in person or by electronic means.
- 17.3 At every Board Meeting the Chair, if present, or in the Chair's absence the Deputy Chair, and in the Deputy Chair's absence, a Board Member chosen in accordance with clause 16.2, shall be the Chair. In the event that a decision on any matter cannot be reached by consensus, the Chair of the meeting shall have both a deliberative and a casting vote.
- 17.4 Minutes of all Board Meetings must be recorded in a permanent and storable form and must include:

17.4.1 the names of the Board Members present; and

17.4.2 all matters discussed and resolutions passed at the Board Meeting.

17.5 Any Board Member having any interest in any business of the NZIOB or matter considered by the Board (other than by virtue of being a Member of the NZIOB) shall declare that interest and shall not vote on any resolution relating to that business or matter, and unless the Board otherwise resolves, not remain present during discussion of that business or matter. Any such Board Member, if present, shall be counted for the purpose of determining the quorum for a Board Meeting.

17.6 The Board may conduct its Board Meetings as it wishes, subject to the above clause 17.

18 General Meetings

18.1 An Annual General Meeting of Members will be held every calendar year on a date and at a time and place in New Zealand as determined by the Board.

18.2 Notice of every General Meeting will be sent to each Member's last recorded email or postal address no less than twenty eight (28) days prior to the General Meeting, but want of notice to any Member shall not invalidate the proceedings at any General Meeting.

18.3 Any Member wishing to bring before the Annual General Meeting any motion or business, not relating to the ordinary annual business of the Annual General Meeting, shall give notice in writing to the CEO fourteen (14) days' before the date of the Annual General Meeting. No motion or business, other than the business brought forward by the Board, shall come before the Annual General Meeting unless:

18.3.1 such notice has been given;

18.3.2 the motion or business is more than trivial; and

18.3.3 the same motion or business, or a motion or item of business that is substantially the same, has not been before an Annual General Meeting within the two Years preceding the date of the upcoming Annual General Meeting

18.4 The Board may, at any time, convene a Special General Meeting after receiving a written request to hold a Special General Meeting, signed by not less than ten Members, which states the purpose of the intended Special General Meeting. The purpose of the intended Special General Meeting must not be trivial, and must not be a purpose for which a Special General Meeting has been held within two Years of the date of the request to hold a Special General Meeting.

18.5 Notice for all General Meetings shall include the date, time and place of the General Meeting, and for:

18.5.1 the Annual General Meeting:

- (a) notice of the business to be conducted;
- (b) a copy of the Annual Report and the Financial Statements; and

18.5.2 a Special General Meeting, notice of the specific purpose for which the Special General Meeting has been called.

19 Proceedings at General Meetings of the NZIOB

- 19.1 The business of the Annual General Meeting shall be to receive and consider the:
- 19.1.1 Financial Statements;
 - 19.1.2 Annual Report; and
 - 19.1.3 any other business a Member may have (having given the required notice of such business) or the Board may have.
- 19.2 At any General Meeting, each Eligible Member shall be entitled to one vote on any matter that requires a vote.
- 19.3 Eligible Members may vote personally or by proxy appointed in accordance with the requirements for appointing proxies as set out in a notice of General Meeting (including electronic proxies).
- 19.4 A proxy may be appointed for any General Meeting, for a specified period, or for a specified General Meeting only and any adjournments thereof.
- 19.5 No person shall be appointed a proxy of a Member who is not themselves an Eligible Member.
- 19.6 The instrument appointing a proxy shall be received at the address directed in the notice of meeting or, if no address is stated, it shall be received at the postal or electronic address of the National Office not less than three (3) working days before the time fixed for holding the meeting at which the person named in the instrument proposes to vote.
- 19.7 The NZIOB may accept electronic proxies in any manner prescribed by the NZIOB in the Notice of Meeting.
- 19.8 If, at any such General Meeting, no person so entitled to be Chair is present within 30 minutes after the time appointed for holding the General Meeting or, if all persons so entitled decline to be Chair, then the Members present shall choose one of the Eligible Members to be the Chair.
- 19.9 At any General Meeting twenty (20) Eligible Members shall form a quorum and no business shall be transacted at any General Meeting unless the requisite quorum is present.
- 19.10 If, within 45 minutes after the time appointed for holding a General Meeting a quorum is not made, that General Meeting shall be abandoned.

- 19.11 Voting at any General Meeting shall normally be by voice or, at the discretion of the Chair, by a show of hands or by written poll.
- 19.12 At any General Meeting, unless a written poll is demanded by at least two Eligible Members personally present, a declaration by the Chair that a resolution has been carried or lost and an entry in the minutes to that effect, shall be conclusive evidence of the resolution so made. If a poll is demanded, it shall be taken forthwith and the result of the poll shall determine the matter in question.
- 19.13 The demand for a poll shall not prevent the continuation of a General Meeting for the transaction of any business other than the matter in question on which a poll has been demanded. The demand for a poll may be withdrawn by the Eligible Members who made it.
- 19.14 Any poll duly demanded concerning the election of a Chair of a meeting or on any question of adjournment shall be taken at the meeting and without adjournment.
- 19.15 The General Meeting at which a written poll is demanded shall appoint two scrutineers, who will open the voting papers and report to the Chair the result of the voting. The Chair shall communicate the report to the meeting and this report shall be conclusive evidence of the result of the poll. In the event that the poll demanded is for the election of a Chair, the Member who was the Chair at the most recent preceding General Meeting shall communicate and report the result of the poll.
- 19.16 In the case of an equality of votes at any meeting, the Chair, both on a show of hands and at a poll, has the casting vote in addition to the vote to which the Chair entitled as an Eligible Member. Any resolution passed at a General Meeting shall be declared a resolution of the NZIOB and be binding on all Members.
- 19.17 The Chair may, with the consent of a Simple Majority of Eligible Members, adjourn the General Meeting but, at the resumption of the General Meeting, no business shall be transacted other than the business unfinished at the General Meeting from which the adjournment was made. When a General Meeting is adjourned, notice of the adjournment shall be provided to all Members with a proposed resumption date. Save as aforesaid, it shall not be necessary to give any notice of an adjournment of any General Meeting or of the business to be transacted at an adjourned General Meeting.
- 19.18 Minutes of all General Meetings shall be recorded in hard copy or electronic format and shall include:
- 19.18.1 the names of the Members present at the General Meeting; and
- 19.18.2 a record of all matters discussed and resolutions passed at the General Meeting.
- 19.19 The minutes of each General Meeting shall be signed by the Chair of the General Meeting, or by the Chair of a subsequent General Meeting. The signed minutes shall then be the agreed record of all resolutions passed at and the proceedings of the General Meeting to which they relate.

20 Voting and resolutions by electronic means

- 20.1 Except where this Constitution or the Act requires a resolution to be passed at a General Meeting, a resolution of Members may be made by electronic means provided:
- 20.1.1 the electronic means used are reasonably accessible by all Members and operate with integrity and a reasonable level of accuracy;
 - 20.1.2 Members must be provided with a reasonable opportunity to make their vote;
 - 20.1.3 the NZIOB must retain a record of the processes followed for a period of at least two (2) Years in order to verify compliance;
 - 20.1.4 Members are provided with sufficient information as to the reasons for the resolution to make an informed decision and with the full text of the resolution at least 28 days' before the time for voting on the resolution closes; and
 - 20.1.5 there is a facility for Members to ask questions of the Board and for the questions and the response to be provided to or accessible by all Members.

21 Intellectual Property

- 21.1 Any brand, mark, post nominal or insignia relating to the NZIOB, including any registered trademark is the sole and exclusive property of the NZIOB (**Intellectual Property**). All rights that arise through use of the Intellectual Property, including reputational based rights and goodwill, accrues to the NZIOB.
- 21.2 Members shall not dispute or assist others in disputing the NZIOB's ownership of the Intellectual Property.
- 21.3 Members shall not oppose or assist others to oppose any application for the protection of any Intellectual Property or file a competing application for the protection of any Intellectual Property.
- 21.4 The Board may, at its discretion, make Bylaws for and authorise Members, or Members of a particular grade of membership, to use any Intellectual Property on such conditions as it sees fit. Members may only use Intellectual Property in accordance with any such Bylaw or authorisation.
- 21.5 The Board may revoke any right to use any Intellectual Property granted to any Member or Members of a particular grade of membership at any time without giving reason for such revocation and may add to, revoke or amend any conditions on such use as it sees fit. If a right to use Intellectual Property is revoked, all Members must immediately cease to use that Intellectual Property, and will take all actions necessary to comply with this clause.

22 Accounts and Audit

- 22.1 A copy of the Financial Statements shall be made available to Members prior to the Annual General Meeting and shall be approved by the Members at that Annual General Meeting.
- 22.2 The NZIOB shall deliver its approved Financial Statements annually to the Registrar in accordance with the Act together with a certificate signed by a Board Member to the effect that the Financial Statements have been submitted to and approved by Members at the Annual General Meeting.
- 22.3 If required to do so by law or authorised by resolution passed by Simple Majority at a General Meeting, the NZIOB will at its Annual General Meeting appoint auditors to audit the Financial Statements, provided that auditors shall be appointed to undertake an audit at least once every three years. Auditors will hold office until the next Annual General Meeting and are eligible for re appointment.
- 22.4 The qualifications required of the auditors to be appointed are to be determined by the Board. The auditors appointed must not also be Members.
- 22.5 If auditors have been appointed, a copy of the auditors' report shall be made available to Members with the Financial Statements and submitted at the Annual General Meeting.
- 22.6 The Board may fill any casual vacancy in the office of the auditors.

22 NZIOB Seal

- 22.1 The NZIOB shall have a common seal (**Seal**), which shall be kept by the CEO at the National Office.
- 22.2 The Seal shall be affixed to any document only on the resolution of the Board and each impression of the Seal shall be valid if the document to which it is affixed is signed by two Board Members.
- 22.3 The CEO shall keep a record of all documents to which the Seal has been affixed.

23 Indemnity

- 23.1 The NZIOB shall indemnify every Board Member, the Chief Executive and other NZIOB employees, and may indemnify Regional and Branch Committee Members and any persons having responsibilities duly delegated to them out of the property of the NZIOB against any and all costs, losses, damages or expenses incurred by such person in respect of any liability or potential liability of any such person arising from or in respect of:
- 23.1.1 covenant, contract or agreement entered into by the NZIOB, including by a Board Member or Regional or Branch Committee Member on behalf of or in connection with the NZIOB;

- 23.1.2 instrument executed on behalf of or in connection with the NZIOB by a Board Member or Regional or Branch Committee Member;
 - 23.1.3 act or thing done in discharge of their duties or carrying into effect any object of the NZIOB, or purportedly for those objects; and
 - 23.1.4 action, suit, proceedings or other matter whatsoever connected with the NZIOB or its affairs.
- 23.2 The NZIOB shall make such payments as are necessary for the purpose of giving effect to the indemnity in clause 23.1
- 23.3 The indemnity in clause 23.1 shall not apply if the cost, loss, damage or expense arises from, or in connection with, the dishonesty, negligence, misfeasance or malfeasance of the relevant person concerned.

24 Amendments to the Constitution

- 24.1 This Constitution, with the exception of this clause 24.1 and clauses 5.2, 24.2, 25.3 and 25.4, may be amended, altered, replaced or rescinded only by a Special Majority.
- 24.2 This clause 24.2 and clauses 5.2, 25.3 and 25.4, may only be amended, altered, replaced or rescinded by a resolution passed by a Special Majority if the proposed amendment, alteration, removal or replacement is first approved by Inland Revenue.
- 24.3 Nothing, whether contained in the Constitution or otherwise, shall be construed as implying or creating any privilege, priority or right in favour of any Member that limits the powers of the NZIOB to amend, alter, replace or rescind this Constitution.

25 Winding up

- 25.1 The NZIOB may be wound up, in accordance with the Act, if authorised by resolution passed by Special Majority at a General Meeting.
- 25.2 Such a General Meeting shall be called by twenty eight (28) days' notice in writing specifying the intention to propose the resolution to dissolve the NZIOB.
- 25.3 On the winding-up of the NZIOB or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities must be given to the Public Trustee, or such other trustee as the Eligible Members shall resolve. The funds are to be held by the trustee upon trust for scholarships or otherwise for the education and further qualifications of persons involved in the Industry or such associated activities with the Industry, as the trustee shall from time to time determine.
- 25.4 On the winding-up of the NZIOB or on its dissolution by the Registrar, all surplus assets after the payment of costs, debts and liabilities must not be paid, transferred or distributed to Members.

DATED

2019

SCHEDULE

POWERS OF THE NZIOB

1. Powers of the NZIOB (Clause 5.1)

- 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 Constitution (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 CEO 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 this Constitution 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.