

# Professional Verifiers' Institute Incorporated

## Constitution

### 1. Name

The name of the society shall be *Professional Verifiers' Institute Incorporated* (after this referred to as the *Institute*).

### 2. Registered Office

The Institute shall have a registered office. The address of the office may be changed from time to time by the Governance Board provided reasonable steps are taken to advise members of such change and notice of any change in the location of the registered office shall be advised to the Registrar of Incorporated Societies.

### 3. Interpretation

The plain and ordinary meaning of the words shall apply in the interpretation of the Institute's constitution.

- 3.1. "Institute" means the Professional Verifiers' Institute Incorporated.
- 3.2. "Officers" of the Institute means the President, Vice President, and Secretary/Treasurer.
- 3.3. "Delegate" means an elected representative of a particular occupational group within the Institute.
- 3.4. "Occupational group" shall mean a group of members who are defined by occupational or professional title or Employment Agreement status, i.e. Veterinarian, (Meat Veterinarian, Supervising Veterinarian), Travelling Technical Supervisor, Tier 5 Managers; Incursion Investigation Animal Health Team; Relievers, Associates; Other, that may have significance to the impact of proposed collective agreement settlements and other decisions of the Institute.
- 3.5. "Enterprise" shall mean the Ministry for Primary Industries.
- 3.6. "Verifier" means an employee of the enterprise involved in the process of checking if a business is complying with the requirements of the Animal Products Act to ensure it delivers product that is fit for intended purpose.
- 3.7. "Member" means a verifier, Surveillance Incursion Investigation officer, or Manager up to Level 5, who works for the enterprise and who joins the Institute and is automatically covered by any relevant Collective Employment Agreement per the Employment Relations Act.
- 3.8. "Associate" means any other person outside the membership eligibility rules who applies and is accepted by the Institute.
- 3.9. "Meeting" means a gathering of two or more people that has been convened by the Institute for the purpose of achieving a common goal through verbal or electronic interaction, and may occur face to face or virtually.

### 4. Purpose and Objects of the Institute

The purposes of the Institute are:

- 4.1. To promote members' collective employment interests;
- 4.2. To promote professional, trusting, and constructive working relationships with managers/employers within the enterprise;
- 4.3. To promote professional and cooperative workplace practices of the highest standards with particular emphasis on the collegial identification and resolution of workplace challenges;
- 4.4. To promote high standards of professionalism and ethical behaviour in the New Zealand Primary Industry Sector;

4.5. To do all such things that are conducive to the attainment of the above purposes and to promote any other activity as determined by the Institute.

**5. Principles of the Institute:**

5.1. Members/Associates of the Institute shall give effect to the Treaty of Waitangi, with Maori and Tuiwi working together in the Institute to pay attention to the rights and aspirations of Maori as tangata whenua.

5.2. Members/Associates of the Institute will demonstrate individual and collective responsibility by respecting the professional opinions of others while taking responsible action on issues of individual and collective concern.

5.3. Members/Associates of the Institute will engage in continual personal, professional and organisational learning in such a way that the Institute will become a model of a learning organisation for others.

5.4. Members/Associates of the Institute will justify the trust and confidence of their employer and partners in industry by acting with honesty and integrity.

5.5. Members/Associates of the Institute will promote the entitlement of all groups of members/associates to fair remuneration and conditions.

**6. Membership**

**6.1. Eligibility for membership**

6.1.1. Membership of the Institute shall be open to Verifiers who are employed by the enterprise, whether full time or part time, or permanent or temporary employees.

6.1.2. Notwithstanding 6.1.1 above, the Governance Board may from time to time, in its absolute discretion, approve membership for workers in the enterprise not falling within clause 6.1.1.

**6.2. Admission to Membership**

6.2.1. Applications for membership shall be made to the registered office in the prescribed form, accompanied by the prescribed annual subscription or signed authority for the subscription to be paid by regular salary or bank deductions.

6.2.2. Membership shall begin on the date when the completed application form and appropriate payment or authority is received and accepted by the office and the applicant(s) will be notified when their application has been accepted.

6.2.3. Upon notification all members shall be subject to this Constitution and any by-laws or policies made by the Institute.

6.2.4. A copy of this Constitution shall be made available to members electronically on request or on the Institute's website.

6.2.5. A person who has previously been suspended or expelled from the Institute shall not be readmitted without the prior approval of the Governance Board.

**6.3. Register of Members:**

6.3.1. The Governance Board shall maintain a register of members' names and addresses, including a record of their subscription payments and brief relevant details relating to their employment and places of work;

6.3.2. On request, members shall be given a copy of the personal information held on the membership register relating to them;

6.3.3. On request, the register shall be opened for inspection via electronic means, by financial members, provided appropriate privacy issues are dealt with.

6.3.4. Members of the Institute (other than delegates) shall be entitled to attend, but not to vote at any meeting of the Governance Board; they may speak with the consent of the meeting.

#### **6.4. Lapse of Membership:**

- 6.4.1. Membership of the Institute shall cease when a member resigns from the Institute, ceases to meet the eligibility requirements, is expelled or fails to pay their annual subscription for three months following a reminder to do so, or dies.

#### **7. Life Members**

- 7.1.1. The Institute may admit to life membership any member or associate or former member or former associate whom it wishes to honour in recognition of their outstanding services to the Institute or the profession.
- 7.1.2. The Governance Board may nominate a member or associate or former member or former associate for life membership;
- 7.1.3. After conducting appropriate inquiries and consultation with members and associates, the Governance Board may submit the proposal to its next Annual General meeting for final decision.
- 7.1.4. A life member is entitled to all the rights of an ordinary member but is under no obligation to pay an annual subscription.

#### **8. Associates**

##### **8.1. Eligibility for Associate Status**

- 8.1.1. Any person (other than a former member or associate who has been expelled from the Institute) who is ineligible to be a member of the Institute may apply to the Governance Board to become associate of the Institute.
- 8.1.2. No person has a right to become an associate and the Governance Board may at its absolute discretion accept or reject any application for associate status.

##### **8.2. Admission to Associate Status**

- 8.2.1. Associates shall pay the annual subscription at the rate determined from time to time by the Institute.
- 8.2.2. Applications for associate status shall be made to the registered office in the prescribed form, accompanied by the prescribed annual subscription or signed authority for the Subscription to be paid by regular salary or bank deductions.
- 8.2.3. Associate status shall begin on the date when the completed application form and appropriate payment or authority is received and accepted by the office and the applicant(s) will be notified when their application has been accepted.
- 8.2.4. Upon notification all associates shall be subject to this Constitution and any by-laws or policies made by the Institute.
- 8.2.5. Associates of the Institute (other than delegates) shall be entitled to attend, but not to vote at any meeting of the Governance Board; they may speak with the consent of the meeting.

##### **8.3. Register of Associates**

- 8.3.1. The Governance Board shall maintain a register of associate names and addresses, including a record of their subscription payments and brief relevant details relating to their employment and places of work;
- 8.3.2. On request, associates shall be given a copy of the personal information held on the Associate register relating to them;
- 8.3.3. On request, the register shall be open for inspection via electronic means, by financial associates, provided appropriate privacy issues are dealt with.

##### **8.4. Lapse of Associate Status**

8.4.1. Associate status shall cease when an associate resigns from the Institute, is expelled or fails to pay their annual subscription for three months following a reminder to do so, or dies.

8.4.2.

## **9. Procedure for Expulsion of Members and Associates:**

9.1. Any member or associate may make a complaint in writing and addressed to the Secretary/Treasurer of the Governance Board that the conduct of a member or associate of the Institute is or has been injurious to the character of the Institute.

9.2. Such complaint shall include full particulars of the facts connected with the matter in hand together with all relevant documents and written statements of witnesses if possible.

9.3. If the Governance Board considers there is sufficient substance to the complaint, it may invite the member or associate to attend a meeting of the Governance Board and to offer a written and/or oral explanation of the member or associate's conduct.

9.4. The Governance Board will give the member or associate at least fourteen (14) days written notice of the meeting. The notice will:

9.4.1. Sufficiently inform the member of the complaint so that the member or associate can offer an explanation of the member's or associate's conduct; and

9.4.2. Inform the member or associate that if the Governance Board is not satisfied with the member or associate's explanation, the Governance Board may either suspend or expel the member or associate from the Institute.

9.5. If following the meeting, the Governance Board decides to expel the member or associate from the Institute the member or associate will cease to be a member or associate of the Institute.

9.6. A member or associate expelled by the Governance Board may within fourteen (14) days give written notice of appeal to the Secretary/Treasurer. The Secretary/Treasurer will then place all the material about the matter before an impartial reviewer within two months of receipt of the notice of appeal. If the investigator determines that it is reasonable that the Governance Board rescind the expulsion, the member will be reinstated immediately.

## **10. Annual Subscription**

10.1. Members and Associates shall pay the annual subscription set by the Governance Board, normally at the Annual General Meeting.

10.1.1. The subscription will be increased by the rate of the annual Consumer Price Index, or part thereof;

10.1.2. as well as the overall level being reviewed at regular intervals in relation to required activities at the discretion of the Governance Board and by recommendation to the Annual General Meeting;

10.1.3. Unless an increase is required by urgency when the subscription can be set by the Governance Board at any of its meetings.

10.2. A member or associate whose subscription is in arrears for three months or more may be denied the rights and privileges of membership including the right to receive advice or representation relating to their employment.

## **11. Governance Structure**

11.1. The Governance structures of the Institute are:

11.1.1. Delegates elected by members and associates;

- 11.1.2. The Governance Board which should meet four times a year, comprising certain delegates, who elect Office Holders;
- 11.1.3. The Office Holders who hold general power of decision making particularly between meetings of the Governance Board;
- 11.1.4. General meetings of members and associates – annual and special;
- 11.1.5. Referendum of all members and associates.

## **12. Referendum of Members**

- 12.1. The ultimate decision-making authority of the Institute lies with its members and associates;
- 12.2. the members and associates' decision on matters unable to be resolved by the Governance Board may be ascertained by a national ballot called for that purpose by the Governance Board and ratified according to the occupational group rule; such ballot can be held electronically e.g. by email.

## **13. General Meetings – Annual and Special**

### **13.1. Annual General meeting**

- 13.1.1. The Institute will hold an annual general meeting for members and associates.
- 13.1.2. The annual general meeting will be held during the months of June or July.
- 13.1.3. At the annual general meeting the following business will be transacted:
  - 13.1.3.1. Receive and consider the annual and financial reports from the Governance Board;
  - 13.1.3.2. Declare the election of delegates and elect the office holders from and by the delegates on the Governance Board;
  - 13.1.3.3. Set the annual subscription for members and associates;
  - 13.1.3.4. Appoint an auditor, if necessary, of the Institute's accounts;
  - 13.1.3.5. Make any other decisions required by the Constitution.

### **13.2. Special General Meetings**

- 13.2.1. A special general meeting may be called by the Governance Board whenever it decides there is a matter of such importance that it should be dealt with by a special general meeting.
- 13.2.2. A special general meeting shall be called by the Governance Board upon receiving a requisition signed by no less than 50% of the members of the Institute. The requisition must also state the business to be conducted at the special general meeting and no other business shall be transacted.

### **13.3. Standing Orders for General Meetings**

- 13.3.1. A minimum of one month's notice shall be given of the annual general meeting and any special general meeting; and agendas for all such meetings shall be circulated with the notice.
- 13.3.2. General meetings may be held in person or by any other means of communicating as decided by the Governance Board from time to time; in person meetings will still allow for participation by teleconference or other electronic means to ease involvement by any member who wishes to take part.
- 13.3.3. Any member may attend and speak at a general meeting.
- 13.3.4. All questions will if possible be decided by consensus; however, voting at general meetings when required will be on the voices or by a show of hands but if five members present request so, voting shall be by secret ballot of all members present at the meeting; save where this

Constitution provides otherwise all matters will be decided on a majority vote; if voting is tied, the Chairperson shall exercise a casting vote in favour of the status quo option.

13.3.5. A quorum for general meetings will be the Chairperson plus five members.

13.3.6. Any general meeting will be chaired by the President; in the absence of the President, the meeting will elect a person to chair the meeting from among those present.

13.3.7. The Secretary/Treasurer will ensure that a minute book is maintained by the Institute for all general meetings.

13.3.7.1. A typed, electronic version of the minutes is to be maintained following each meeting and, apart from in-committee material, sent to members following the meeting.

13.3.7.2. The minutes must record the names of those present, any apologies, all decisions made by the Institute and a summary of all other matters discussed at the meeting.

#### **14. Delegates**

14.1. A delegate's primary function is to represent the interests of the members or associates who elected him/her.

14.2. Groups within the Institute shall elect delegates in sufficient numbers to ensure that they are adequately represented in their workplaces and that good communication is possible.

14.2.1. Nominations for delegates will be called for every year with the Annual General Meeting notice or when a delegate resigns or ceases for another reason;

14.2.2. Nominations for delegate may be made by way of written nomination signed by a current member and endorsed with the consent of the nominee and sent to the Registered Office prior to the established deadline or if none, the date of the Annual General Meeting;

14.2.3. Where there is more than one nomination for a particular delegate position, an election will be held;

14.2.4. Numbers of delegates elected do not have to align with overall numbers between each occupational group but representation of delegates on the Governance Board will be approximately in proportion to those overall numbers;

14.2.5. Nominations from among the delegates in each group for elected positions on the Governance Board excluding officers, should equal the number of positions for that occupational group; if not then an election process within the delegates within that occupational group will be held;

14.3. The delegates in conjunction with the members in that occupational group shall determine policy and strategy in relation to that group, represent the interests of members and where appropriate contribute proposals for the Governance Board consideration.

#### **15. Governance Board**

15.1. The Governance Board shall consist of four delegates from the Veterinarian group and two from the Travelling Technical Supervisor group;

15.1.1. If other groups within the enterprise join the Institute, their delegates representation on the Governance Board should be in proportion to their relative numbers.

15.1.2. The final composition of the Governance Board must ensure that there are four delegates representing Veterinarians regions across New

Zealand and at least two from the Travelling Technical Supervisor group; other groups should be placed on the Governance Board in proportion to that ratio.

- 15.1.3. The Governance Board shall convene three times a year apart from the Annual General meeting with at least one weeks' notice of meeting and agenda unless called under urgency.
- 15.1.4. The Governance Board meetings shall be chaired by the President who shall have a casting vote in the event of a tie; or if absent, by the Vice President or a person appointed by the Governance Board;
- 15.1.5. The quorum for a Governance Board meeting shall be half of its number;
- 15.1.6. The President may decide that a particular matter requires an urgent decision of the Governance Board, in which case the matter may be considered and voted on electronically, normally by teleconference or email; such decision will be as valid as if it was made at an in person meeting of the Governance Board;
- 15.1.7. The Governance Board shall develop policy that is consistent with the objects and reflects input from members and associates in the various occupational groups.
- 15.1.8. The officers of the Institute will be elected by the members of the Governance Board at its meeting at the Annual General meeting.
- 15.1.9. Nominations for officers will be received up until the time of election at the Annual General meeting.
- 15.1.10. Elected members of the Governance Board will retire at each Annual General meeting but will be eligible for re-election at the same and subsequent meetings. Newly elected Governance Board members will take office immediately upon their election.
- 15.1.11. The Governance Board will have the power to fill any places vacant following the Annual General meeting or any vacancy that arises on the Governance Board or any of its named officers until the next Annual General meeting.
- 15.1.12. The Governance Board may arrange for the accounts of the Institute for that financial year to be audited by a person appointed for that purpose.

## **16. Officers' Duties and Powers**

### **16.1. President**

- 16.1.1. The President is the head of the Institute and may alone speak on the Institute's behalf;
- 16.1.2. The President is responsible for overseeing the business of the Institute and shall attend and preside over all meetings of the Institute including the Governance Board where the President shall have a deliberative and a casting vote;
- 16.1.3. The President shall have such other duties and powers as may be reasonably required to enable the President to properly oversee the business of the Institute.
- 16.1.4. The President has the role of primary decision maker on
  - 16.1.4.1. voting standoffs due to the occupational groups rule; and
  - 16.1.4.2. legal support for members where outside counsel are required.

### **16.2. Vice President**

- 16.2.1. The Vice President shall assist the President to carry out his or her duties.
- 16.2.2. In the absence of the president, the Vice President shall have and may exercise all the duties and powers of the President

### **16.3. Secretary/Treasurer**

- 16.3.1. The Secretary/Treasurer shall attend all meetings of the Institute and Governance Board and ensure that accurate records of the decisions of these meetings are kept;
- 16.3.2. The Secretary/Treasurer shall present the Institute's annual report and financial statements to each Annual General Meeting.
- 16.3.3. The Secretary/Treasurer shall present a financial report to each meeting of the Governance Board with a summary of the Institute's ongoing income and expenditure, budget, legal support account usage and membership register changes as well as any other reports the Governance Board may require from time to time.

### **17. Powers of the Governance Board and the Institute**

- 17.1. The Governance Board shall have oversight of the affairs of the Institute. It will have the following powers:
  - 17.1.1. To use the Institute's funds as the Governance Board thinks necessary or proper in payment of its costs and expenses, including the employment and dismissal of agents, officers, staff, counsel and solicitors, according to the principles of good employment and the Employment Relations Act 2000 or any subsequent enactments;
  - 17.1.2. To purchase, take on, lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges which the Governance Board thinks necessary or proper for the purpose of attaining the objects of the Institute and to sell, exchange, let, bail or lease, with or without option of purchase or in any other manner, dispose of such property, rights or privileges;
  - 17.1.3. To borrow or raise money from time to time with or without security and upon such terms as to priority or otherwise as the Governance Board thinks fit;
  - 17.1.4. To invest surplus funds in any way permitted by law for the investment of incorporated society funds and upon such terms as the Governance Board thinks fit;
  - 17.1.5. To open and operate bank accounts on behalf of the Institute.

### **18. Governance Board Power to Delegate**

- 18.1. The Governance Board may from time to time appoint any committee and may delegate any of its powers unless expressly forbidden by this Constitution to any such committee or person or agency.
- 18.2. The Committee or person or agency may without confirmation by the Governance Board perform the delegated powers in the same way and with the same effect as the Governance Board could itself have done.
- 18.3. The Institute will be able to revoke such delegation at will and no such delegation will prevent the exercise of any power or the performance of any duty by the Governance Board.
- 18.4. It will not be necessary for any person or agency who is appointed to be a member of any such committee or to whom a delegation is made, to be a member of the Institute.

### **19. Agency and Support**

- 19.1. The Governance Board may appoint suitably qualified staff or contract an appropriate agency to be responsible to the Governance Board for the proper conduct of the business of the Institute, including the proper management of the registered office and support for the Governance Board and Officers.



19.2. Any agency may be delegated responsibility for advice, representation, negotiations, financial transactions, returning officer functions, communications, training, infrastructure development or any other matter that the Governance Board determines.

## **20. Ratification Procedures For Collective Employment Agreements and Decision Making**

20.1. In the case of Collective Employment Agreement negotiations relating to two or more members:

20.1.1. The Institute shall notify the members, either by email, mail, through its officers or delegates or through a publication of the date, time and venue for a meeting or the process to vote to ratify the settlement.

20.1.2. The procedure shall be:

20.1.2.1.1. A majority vote for each occupational group of those voting, who have authorised the Institute to represent them in those negotiations, shall be sufficient to ratify the settlement in respect of all members to whom it relates.

20.1.2.1.2. No occupational group for whom an agreement is being negotiated shall finally settle until all groups within that agreement have settled.

20.1.2.1.3. Notwithstanding rule 20.1.2.1.2, settlement shall not be prevented where 75% of the members to be bound by the agreement, vote to accept it and where no occupational group have their short or long-term interests adversely affected by the proposed agreement as determined by the President.

20.1.3. The meeting or vote may consist of a number of meetings at the same or different date, time or venue or electronic process with provided information, and a voting form and deadline.

20.1.4. Proxy votes and special votes are acceptable where members are unable to attend a meeting.

20.1.5. The above process for holding, ratifying and recording ballots shall be used for other significant decisions of the Institute where the Governance Board believes that the interests of the occupational groups potentially may conflict.

## **21. Voting at meetings**

21.1. At all meetings of the Institute, decision making should be by consensus, but if needed, voting shall be by voice first, then on request by show of hands, and then on further request by secret ballot (except as required for strike action.)

21.2. On the request of any five persons, the issue will be decided by secret ballot.

21.3. Members may appoint scrutineers.

21.4. Save where this Constitution provides otherwise all matters will be decided on a majority vote.

21.5. Proxy votes and special votes may be used for people unable to attend a meeting.

21.6. Proxy votes shall be in writing, signed by the person providing the proxy and may be revoked at any time prior to the meeting.

21.7. A special vote shall be final and once submitted may not be amended.

21.8. Voting may also be held electronically for example by email.

## **22. Secret Ballot for Strike Action**

- 22.1. The Employment Relations (Secret Ballot for Strikes) Amendment Act 2012 (“the Amendment”) requires the Institute to hold a secret ballot of members to approve a strike before undertaking any strike action.
- 22.1.1. The Amendment sets out in detail when a secret ballot is required before a strike may proceed, and that the result must be in favour of a strike for such to proceed.
- 22.1.2. The Amendment applies where the Institute’s members are bound by a current collective employment agreement or will be bound by a proposed collective employment agreement, and
- 22.1.3. To a defined group of employees who are or were (as the case may be) bound by the current collective employment agreement or will be bound by the proposed collective employment agreement.
- 22.1.4. The question to be voted on in the secret ballot will be “*whether the member of the union is in favour of the strike*”.
- 22.2. The requirement for a secret ballot does not apply if it is a lawful strike on the grounds of safety or health.

## **23. Representation of Members and Associates**

### **23.1. Representing Members**

- 23.1.1. Each member of the Institute is deemed to have authorised the Institute to negotiate with the Enterprise for a Collective Employment Agreement and to undertake such further dealings as from time to time may be required, including legal proceedings for the purposes of properly interpreting, applying or enforcing that agreement.
- 23.1.2. The Governance Board has the responsibility for negotiating Collective Employment Agreements on behalf of the Institute.
- 23.1.3. The Governance Board may delegate its responsibility for conducting such negotiations to such agency or persons or such members as it considers appropriate in particular circumstances.

### **23.2. Representing Associates**

- 23.2.1. Each Associate of the Institute is deemed to have authorised the Institute to represent the Associate, including legal proceedings for the purposes of properly interpreting, applying or enforcing their agreement.

### **23.3. Right to Refuse to Represent Members or Associates**

- 23.3.1. The Institute through its President, reserves the right to advise, represent or otherwise assist a member or associate:
- 23.3.1.1. who joins the Institute after the particular matter on which they have sought advice or assistance arose;
- 23.3.1.2. who has seriously compromised their position or aggravated the problem by failing to promptly seek the Institute’s advice;
- 23.3.1.3. who disregards or otherwise undermines the Institute’s advice in relation to the matters on which they have sought assistance;
- 23.3.1.4. who has refused to follow the Institute’s issues resolution process in the earlier stages of the issue arising;
- 23.3.1.5. Where the concern is trivial, vexatious or incapable of realistic or reasonable resolution.
- 23.3.2. In all cases where the Institute declines to assist or represent a member or associate, the member or associate shall be advised of their right to have that decision reviewed promptly by the Governance Board.

### **23.4. Legal Assistance**

- 23.4.1. The Governance Board shall ensure that monies are available for the purpose of providing legal assistance to members and associates
- 23.4.1.1. Legal assistance shall be provided to members according to this Constitution as administered by the Governance Board.

- 23.4.1.2. Any application for legal assistance for a case to the Employment Relations Authority or Employment Court or any other tribunal or court, shall include full particulars of the facts connected with the matter in hand together with all relevant documents and written statements of witnesses if possible.
- 23.4.1.3. Such application for assistance must be made to the President by the member and their delegate and/or their representative and approved in writing by him or her before any commitment is made to any member on the Institute's behalf, even in an emergency situation.
- 23.4.1.4. The Governance Board will not accept responsibility for payment of legal expenses if such expenses have been incurred without the written consent of the President.
- 23.4.1.5. The Institute will normally if the application is approved, assume:
  - 23.4.1.5.1. responsibility for undertaking the case to the appropriate level including the right to use any agency contracted by the Governance Board to advocate the case to the Authority level or above; and
  - 23.4.1.5.2. liability either in whole or part or either absolutely or contingently depending on the result of the proceeding, for the legal costs incurred by such members or associates in defending any legal proceedings brought against such member or associate as a result of any act done or omitted by such member during and in the course of their employment as and in performing their duties as an employee in the enterprise.
- 23.4.1.6. On some occasions a grant may be made to cover such legal costs.

## **24. Alteration To The Constitution**

- 24.1. This constitution may be altered, added to, rescinded or otherwise amended by a resolution passed by a majority of 60% of members and associates at an Annual General Meeting or via a referendum of members of which at least one month's notice has been given of the proposed changes.
- 24.2. Remits to change the Institute's Constitution must be received by the Registered office at least two months before the date of the Annual General Meeting or referendum.
- 24.3. Duplicate copies of any changes shall forthwith be delivered to the Registrar of Incorporated Societies in accordance with the provisions of the Incorporated Societies Act 1908, with the rule change coming into effect only after such delivery and registration.

## **25. Financial Year**

- 25.1. The financial year of the Institute shall be from the first day of April to the last day of March in the following year.

## **26. Common Seal**

- 26.1. The common seal shall be that adopted by the Governance Board. The Governance Board shall be responsible for the safe custody and control thereof.
- 26.2. Whenever the common seal of the Institute is required to be affixed to a document or other instrument, the seal shall be affixed pursuant to either a

resolution of the Governance Board or pursuant to any such authority delegated to the Officers or an agency.

**27. By-Laws**

- 27.1. The Governance Board may, from time to time, by resolution make, amend or rescind by-laws, not inconsistent with this Constitution; including
- 27.1.1. a legal policy outlining the details of legal support;
  - 27.1.2. an issues resolution policy.

**28. Disputes over Interpretation of this Constitution**

- 28.1. If a dispute arises at any time
- 28.1.1. in respect of a matter which is not provided for in this Constitution
  - 28.1.2. or any doubt exists as to the interpretation of this Constitution,
  - 28.1.3. or any other dispute arises pertaining to the Institute, its property or interests
- 28.2. the dispute shall be referred to the Governance Board which shall resolve it.

**29. Income, Benefit or Advantage to be applied to Objects**

- 29.1. Any income, benefit or advantage will be applied to the objects of the Institute;
- 29.2. No member or associate of the Institute or any person affiliated with a member or associate shall participate in or materially influence any decision made by the Institute in respect of any payment to or on behalf of that member or associate and affiliated person of any income benefit or advantage whatsoever; any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value.)
- 29.3. The provision and effect of this clause shall not be removed from this Constitution and shall be implied into any document replacing this Constitution.

**30. Indemnity**

- 30.1. No officer or member of the Governance Board shall be liable for the acts or defaults of any other officer or member of the Governance Board or any loss occasioned thereby, unless occasioned by their wilful default or by their wilful acquiescence.
- 30.2. The Officers, Governance Board and each of its members shall be indemnified by the Institute for all liabilities and costs incurred by them in the proper performance of their functions and duties other than as a result of their wilful default.

**31. Winding Up**

- 31.1. The Institute may be wound up in the manner prescribed by Section 24 of the Incorporated Societies Act 1908, and its amendments.
- 31.2. Thirty days' notice of the required general meeting(s) shall be called by public advertisement. The matter shall be determined on a simple majority.

**32. Disposal Of Surplus Funds**

- 32.1. If, upon the winding up of the Institute, there remains after the satisfaction of all its liabilities, any property or funds, they shall be distributed equally to the members of the Institute;

32.2. Or upon a resolution passed by a majority of the members present to determine whether the Institute would be wound up, they will be given or transferred to an appropriate allied body within New Zealand that has objects similar to those of the Institute.

**Registered Office Of The Institute:**

34 Accolade Street  
Feilding 4702

**Signed:**

**Date:**

**Paul Mitchell  
President PVI**