
HOLSTEIN FRIESIAN NZ



CONSTITUTION

as at 24 June 2025

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1. NAME

- 1.1 The name of the association is "The New Zealand Holstein-Friesian Association (Incorporated)" (**Association**). The Association will use the trading names "Holstein Friesian NZ" or in abbreviated form "HFNZ".

2. OFFICE

- 2.1 The Registered Office of the Association is situated at 23 Vialou Street, Hamilton.

3. OBJECTS

- 3.1 The objects for which the Association is established are:

- (a) To maintain the purity and improve the breed of Holstein Friesian Dairy Cattle in New Zealand.
- (b) To collect, verify, and publish information relating to Holstein Friesian Dairy Cattle, and to compile and publish a Herd Book and Performance Register of Pedigree Holstein Friesian Cattle in New Zealand, which may be in electronic form.
- (c) To promote shows and sales of Pedigree Holstein Friesian Cattle and to recommend the appointment of Judges.
- (d) To promote an export trade of New Zealand Holstein Friesian Dairy Cattle.
- (e) To encourage herd testing of Holstein Friesian Dairy Cattle.
- (f) To investigate cases of doubtful and suspected pedigrees.
- (g) To settle disputes and questions relating to or connected with New Zealand Holstein Friesian Dairy Cattle.
- (h) To offer prizes for Pedigree Holstein Friesian Cattle, to ensure the representation at important shows in New Zealand or abroad of the best specimens of the breed.
- (i) To co-operate with any other society having similar objects and to procure from and communicate to such society such information as may seem likely to promote the objects of this Association.
- (j) To continually improve Holstein Friesian Dairy Cattle, ensuring profitability for New Zealand dairy farmers.
- (k) To actively collaborate with dairy cattle geneticists and research workers, with the objective of providing breeders with the best available advice for breeding better Holstein Friesian Dairy Cattle that will meet future New Zealand dairy industry requirements.

4. POWERS

- 4.1 The Association shall have the full capacity and powers conferred by the Act, including without limitation:

- (a) Use such of its funds to pay the costs and expenses of furthering its objects, and for that purpose may employ such Individuals as may seem expedient.
- (b) Purchase, lease, hire or otherwise acquire, may exchange and may sell, lease or otherwise dispose of property, rights or privileges to further carry out its objects as may seem expedient, invest in any investment in which a trustee might invest.

- (c) Borrow or raise money by mortgage and other means with or without security.
- (d) Make By-laws in respect of the Association in accordance with clause 20.3.
- (e) Carry out any functions and powers necessary or desirable for the formation and wind up of Branches in accordance with clause 28.
- (f) Generally do all other such lawful things as may be incidental to attaining the above objects or any of them, and as may be calculated to protect the interests of breeders of Pedigree Holstein Friesian Cattle.

5. MEMBERSHIP

5.1 **Number of members:** It is declared for the purpose of registration, that the number of Members shall not be limited, but the number of Members (excluding Secondary Members) must not be less than ten.

5.2 **Types Of Membership:** Members of the Association shall consist of the following:

- (a) Honorary Life Members;
- (b) Senior Members;
- (c) Associate Members;
- (d) Junior Members;
- (e) Long Service Members; and
- (f) Secondary Members.

5.3 **Honorary Life Members:** An Individual may be elected by the Board in recognition of services to the Association. The number of Honorary Life Members of the Association shall not at any time exceed a total of twenty (20). Except during any period of Suspension, Honorary Life Members are entitled to the following rights and privileges of membership:

- (a) to purchase Services from the Association pursuant to clause 8;
- (b) to be nominated as a Ward Director;
- (c) to nominate or second an eligible Individual as a Ward Director;
- (d) to cast one vote for each applicable Ward Director vacancy;
- (e) to be appointed as an Appointed Director;
- (f) to attend General Meetings;
- (g) to cast one vote in respect of each resolution or motion put to each General Meeting;
- (h) to register Holstein Friesian Dairy Cattle in the Herd Book; and
- (i) as otherwise set out in the By-laws.

5.4 **Senior Members:** Any Individual or Entity may apply to become a Senior Member in accordance with the process in clause 6. Except during any period of Suspension, Senior Members are entitled to the following rights and privileges of membership:

- (a) to purchase Services from the Association pursuant to clause 8;

- (b) where the Senior Member is an Individual, to be nominated as a Ward Director, or where the Senior Member is an Entity, for their Representative to be nominated as a Ward Director;
- (c) to nominate or second an eligible Individual as a Ward Director;
- (d) to cast one vote for each applicable Ward Director vacancy;
- (e) where the Senior Member is an Individual, to be appointed as an Appointed Director, or where the Senior Member is an Entity, for their Representative to be appointed as an Appointed Director;
- (f) where the Senior Member is an Individual, to attend General Meetings, or where the Senior Member is an Entity, for their Representative to attend a General Meeting;
- (g) to cast one vote in respect of each resolution or motion put to each General Meeting;
- (h) to register Holstein Friesian Dairy Cattle in the Herd Book; and
- (i) as otherwise set out in the Bylaws.

5.5 **Associate Members:** Any Individual or Entity may apply to become an Associate Member in accordance with the process in clause 6. Associate Members may own no more than 20 Registered Holstein Friesian Dairy Cattle. Once an Associate Member owns more than 20 Registered Holstein Friesian Dairy Cattle they will:

- (a) continue to be an Associate Member, but only until the end of the current Financial Year; and
- (b) at the beginning of the next Financial Year their membership will be automatically updated to a Senior Member, and the Annual Subscription applicable to a Senior Member will apply.

Except during any period of Suspension, Associate Members are entitled to the following rights and privileges of membership:

- (c) to purchase Services from the Association pursuant to clause 8;
- (d) where the Associate Member is an Individual, to attend General Meetings, or where the Associate Member is an Entity, for their Representative to attend a General Meeting;
- (e) to register up to 20 Holstein Friesian Dairy Cattle in the Herd Book; and
- (f) as otherwise set out in the Bylaws.

For the avoidance of doubt, Associate Members do not have any right to:

- (g) nominate or second any Individual as a Ward Director;
- (h) be nominated, or for their Representative to be nominated, as a Ward Director;
- (i) vote for Ward Directors;
- (j) be appointed as an Appointed Director;
- (k) vote at General Meetings; or
- (l) hold, or for their Representative to hold, any office in the Association.

- 5.6 **Junior Members:** Any Individual under 21 years of age may apply to become a Junior Member in accordance with the process in clause 6. At the end of the Financial Year during which a Junior Member reaches the age of 21 years old, the Junior Member's membership will automatically be updated to an Associate Member (or if the Junior Member advises the Association in writing, a Senior Member), and the Annual Subscription applicable to an Associate Member (or if applicable a Senior Member) will apply.

Except during any period of Suspension, Junior Members are entitled to the following rights and privileges of membership:

- (a) to purchase Services pursuant to clause 8;
- (b) to attend General Meetings;
- (c) to register Holstein Friesian Dairy Cattle in the Herd Book; and
- (d) as otherwise set out in the Bylaws.

For the avoidance of doubt, Junior Members do not have any right to:

- (e) nominate or second any Individual as a Ward Director;
- (f) be nominated as a Ward Director;
- (g) vote for Ward Directors;
- (h) be appointed as an Appointed Director;
- (i) vote at General Meetings; or
- (j) hold, or for their Representative to hold, any office in the Association.

- 5.7 **Long Service Members:** The Board may elect as a Long Service Member, any Member who has been a Full Financial Member for not less than fifty (50) years. A Long Service Member so elected shall thereafter be entitled to the same rights and privileges as an Honorary Life Member, without payment of Annual Subscriptions. The Board may not award any Long Service Membership after 23rd June 2011, provided that any Long Service Member at that date will continue to hold all rights and privileges held by that Long Service Member.

- 5.8 **Secondary Members:** An Honorary Life Member, Senior Member or Associate Member may propose that one or more of their Related Entities be admitted as a Secondary Member in accordance with the process set out in clause 6. A Secondary Member shall automatically cease to be a Member if the proposing Honorary Life Member, Senior Member or Associate Member ceases to be a Member, unless the Secondary Member becomes an Honorary Life Member, Senior Member or Associate Member in their own right (or a new proposal is received from a Senior Member or Associate Member (other than the original proposer) which is accepted. For the avoidance of doubt, Secondary Members do not have any right to:

- (a) nominate or second any Individual as a Ward Director;
- (b) be nominated as a Ward Director;
- (c) vote for Ward Directors;
- (d) be appointed as an Appointed Director;
- (e) attend General Meetings;

- (f) vote at General Meetings; or
 - (g) hold, or for their Representative to hold, any office in the Association (provided that this does not apply in respect of the Honorary Life Member, Senior Member or Associate Member that the Secondary Member is related to).
- 5.9 **Rights and Privileges of Membership:** The rights and privileges of every Member shall be personal to that Member and shall not be transferable or transmissible either by that Member's own act or by operation of law.
6. **ADMISSION OF MEMBERS**
- 6.1 **Application:** To become a Full Financial Member, Associate Member, Junior Member or Secondary Member, an Individual or Entity (**Applicant**) must:
- (a) complete an application form, in the format required by the Board, which must include the applicant's consent to becoming a Member, and submit it to the CEO;
 - (b) supply any other information that the CEO or the Board requires; and
 - (c) pay the Annual Subscription (if any), however any such payment shall be immediately returned to the Applicant if their application for membership is unsuccessful.
- 6.2 **Process:** The CEO may either accept or reject the Membership application, or refer the application to the Board. If referred to the Board, the Board may consider and either accept or reject the Membership application. The CEO, and if applicable the Board, shall have complete discretion when it decides whether or not to accept the Applicant as a Member. The CEO, and if applicable the Board, shall advise the Applicant of its decision, and that decision shall be final. The CEO or Board is not required to provide reasons for that decision.
- 6.3 **Representatives:** Any Member that is an Entity shall appoint an Individual that is the Member's authorised representative (**Representative**) and provide that Individual's name and contact details to the CEO. A Representative must be a director, shareholder, trustee, partner, senior employee or sharemilker of the Member. The Representative shall be deemed to be authorised to act on behalf of, and to bind, the appointing Member. Representatives are subject to this Constitution and the By-laws as if they were a Member. A Representative may resign, or be changed at any time by Written Notice from the Member to the CEO. A Member must appoint a replacement Representative where a Representative resigns, or no longer complies with the requirements of this clause 6.3.
7. **ANNUAL SUBSCRIPTIONS**
- 7.1 **Set by Board:** The Annual Subscription for Senior Members, Associate Members and Junior Members shall be determined by the Board and may be varied by the Board from time to time. Honorary Life Members, Long Service Members and Secondary Members are not required to pay an Annual Subscription.
- 7.2 **Exemptions:** The Board may in its discretion exempt any Member from payment of that Member's Annual Subscriptions or any part thereof.
- 7.3 **Invoicing:** Annual Subscriptions shall be invoiced in April of each year, covering the period from the 1st day of that month to the 31st day of March in the following year. Annual Subscriptions shall be deemed to be in arrears if they have not been paid by the 20th of the month following the month in which the invoice is issued.
8. **MEMBER SERVICES AND SERVICE FEES**

8.1 **Services:** Members may purchase goods and services (**Services**) offered for sale by the Association from time to time. The terms and conditions on which such Services are offered are set out in the By-laws and/or the Association's website (**Service Terms**), and the Board retains the power to amend, remove or replace the Services and Service Terms from time to time. The Association's standard pricing shall apply, unless otherwise agreed by the Board in its discretion (**Service Fees**), and the Board retains the power to amend, remove or replace the Service Fees from time to time.

8.2 **Payment:** Each Member agrees to pay the Service Fees in accordance with the then current Service Terms, and a Member shall be deemed to be in arrears if they have not paid the Service Fees within such time.

9. **REGISTER OF MEMBERS**

9.1 **Entry onto register:** All Individuals or Entities admitted as a Member shall be entered into the Register of Members, maintained by the CEO.

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

- (a) full name;
- (b) postal and/or email address;
- (c) telephone number;
- (d) the date the Member became a Member;
- (e) where the Member is an Entity, the name and contact details of the Representative of that Member;
- (f) any other information required by this Constitution;
- (g) any other information required by the Act or prescribed by regulations under the Act, including where applicable, the name of each Member that ceased to be a Member within the previous 7 years, and the date on which each Individual or Entity ceased to be a Member; and
- (h) whether the Member is Suspended.

9.3 **Updating information:** Members shall promptly advise the CEO of any changes to a Member's contact details, and the CEO will update the Register of Members.

10. **CEASING TO BE A MEMBER**

10.1 **Grounds:** A Member will cease to be a Member where:

- (a) they retire or resign as a Member, by giving Written Notice to the CEO;
- (b) the Member, being an Individual, dies, becomes insolvent, is adjudged bankrupt, enters administration, management or receivership;
- (c) the Member, being an Entity, becomes insolvent, enters liquidation, administration, management or receivership, becomes insolvent or is struck off their register of incorporation;
- (d) the Member's membership is terminated in accordance with Schedule One; or
- (e) the Member's membership is terminated as a result of the failure to pay arrears of Annual Subscriptions or Service Fees pursuant to clause 12.4.

10.2 **Effect of arrears:** The Association may refuse to give effect to a retirement or resignation from a Member that has arrears, until such time as the arrears are paid.

10.3 **Ongoing liability:** An Individual or Entity that ceases to be a Member shall remain liable for all Annual Subscriptions, Service Fees or other amount which may be due to the Association, but that remains unpaid, when the Individual or Entity ceases to be a Member. There are no refunds of Annual Subscriptions or Service Fees paid in advance on resignation or other termination of membership of the Association.

11. DISPUTES

11.1 **Application:** The Association and its Members and Directors are all subject to the dispute resolution process set out in Schedule One.

11.2 **Exclusion:** For the avoidance of doubt, the dispute resolution process set out in Schedule One does not apply in respect of any employment related matter.

11.3 **Becoming a member again:** Any former Member who has had their membership terminated in accordance with Schedule One, may be proposed for membership in the same way as any other Individual or Entity, but such former Member shall not be readmitted without the approval of the Board by majority vote of two-thirds of those Directors voting.

12. FAILURE TO PAY AMOUNTS OWING TO ASSOCIATION

12.1 **Arrears:** If a Member is in arrears in respect of any sum owing to the Association (whether by way of Annual Subscription, Service Fees or any other reason) for more than 3 months, the CEO or Board may without prejudice to any other right or remedy do any one or more of the following with or without notice to the Member:

- (a) Suspend the Member's right to purchase Services and may exercise any other right or remedy in the Service Terms;
- (b) Suspend the Member's membership of the Association; and/or
- (c) charge, and the Member shall pay, interest at a rate of 14% per annum, calculated on a daily basis, until the amount owed is paid in full or the Member's membership is terminated.

12.2 **Lifting Suspension:** The Board will lift a Suspension upon arrears being paid in full, including any interest or costs owed.

12.3 **Ongoing arrears:** If a Member is in arrears for more than 6 months the CEO or Board may place the debt in the hands of a debt collector. All costs of debt collection incurred by the Association shall be reimbursed by the Member.

12.4 **Termination of membership:** If a Member is in arrears for more than 12 months, the CEO (with Board approval) or the Board may terminate the Member's membership, without notice to the Member.

13. INFORMATION, MISREPRESENTATION OR INACCURACY

13.1 **Sale of cattle:** Any Member holding a public sale of Registered Holstein Friesian Dairy Cattle must send a catalogue to the CEO to be filed in the CEO's office.

13.2 **Information:** A Member must upon request by the CEO and/or the Board:

- (a) provide all mating, breeding, production, index, TOP and Classification information in respect of all:

- (i) Pedigree Holstein Friesian Cattle registered in a Holstein Friesian Herd Book that are registered in the Member's name;
 - (ii) animals recorded on DIGAD and BreedIT in the Member's name; and
 - (iii) animals owned and milked in a Member's herd or located on a Member's property, or owned by a Member and located in a non-member's herd; and/or
 - (b) permit the Association access to the Livestock Improvement Database or DIGAD in respect of such information.
- 13.3 **Accurate information:** A Member providing information to the CEO and/or the Board, whether pursuant to clause 13.1, 13.2 or otherwise, must on request certify that the information provided is true, correct and complete.
- 13.4 **Use of information:** The Association may use information provided by a Member, whether under clauses 13.1, 13.2 or otherwise, for publication, research, or any other purpose the Association may see fit.
- 13.5 **Inaccurate information request:** It shall be the duty of every Member to give information in writing to the Board, without delay, of every case of alleged misrepresentation or inaccuracy in the particulars or information furnished by any Member or other Individual/Entity in relation to the following which comes to the Member's knowledge:
- (a) the pedigree or identity of any animal; or
 - (b) the entry of any animal in the Herd Book; or
 - (c) the notification of the birth of any animal; or
 - (d) the exhibition, sale, or transfer of any animal; or
 - (e) the milk or milk solids yield of any cow or heifer.
- 13.6 **Assistance:** It shall also be the duty of Members to assist the Board by every means in their power to investigate every case of alleged misrepresentation or inaccuracy in the particulars or information furnished by any Member or other Individual or Entity.
- 13.7 **Dispute:** Any information received by the Board pursuant to clause 13.5 shall be deemed to be notice of a Dispute for the purposes of the dispute resolution process set out in Schedule One.

14. BOARD AND DIRECTORS

- 14.1 **Number:** The Board shall consist of:

- (a) a minimum of five, and a maximum of seven, Ward Directors and Appointed Directors; and
- (b) a maximum of two Independent Directors,

with each such Board member being a “**Director**”. For the purposes of the Act, the Directors are the “officers” of the Association.

- 14.2 **Roles:** At the first full Board meeting following each Annual General Meeting, preferably within 24 hours, the Board shall elect a President, Vice President and Treasurer from among the Directors. Each elected officeholder shall remain in such office until the end of the next Board meeting following an Annual General Meeting (being approximately 12 months), unless they earlier resign or are no longer a Director. If the President, Vice President or Treasurer resign or are no longer a Director, then the Board shall meet

as soon as reasonably practicable and elect a replacement from among the Directors. For the avoidance of doubt, an Independent Director can be the President, Vice President or Treasurer.

15. WARDS AND WARD DIRECTORS

15.1 **Establishment of Wards:** There shall be four (4) ward regions in New Zealand (Upper North, Lower North, Upper South and Lower South) (**Ward Regions**) which are grouped into two wards, being the North Island Ward and the South Island Ward (**Wards**), which shall be represented on the Board as follows:

(a) **North Island Ward**

Ward Regions:

Upper North Ward Region: Northland/Auckland, Waikato and Bay of Plenty

Lower North Ward Region: Manawatu, Wairarapa, Hawkes Bay and Taranaki

4 Ward Directors

(b) **South Island Ward**

Ward Regions:

Upper South Ward Region: Nelson/Marlborough/Golden Bay/Kaikoura,
Canterbury/West Coast,

Lower South Ward Region: Otago/Southland

3 Ward Directors

15.2 **Ward Region limits:** Of the total number of Ward Directors in each Ward, there must be at least one Ward Director that resides in each Ward Region, at all times.

15.3 **Boundaries:** The boundaries of such Ward Regions and the groupings of the Ward Regions into Wards shall be as determined by the Board. The Board will have the power from time to time to vary the boundaries of the Ward Regions and grouping of the Ward Regions into the Wards.

15.4 **Eligibility:** Ward Directors must:

- (a) be an Individual;
- (b) reside in the applicable Ward, unless otherwise agreed by the Board;
- (c) be a Full Financial Member or a Representative of a Full Financial Member;
- (d) consent to becoming a Director, and must certify that they are not disqualified from becoming a Director, whether pursuant to the Act or this Constitution;
- (e) not be Suspended;
- (f) be actively breeding Holstein Friesian Dairy Cattle;
- (g) have Registered no less than 21 Holstein Friesian Dairy Cattle in total within the preceding three (3) years of Herd Books prior to the date of nomination: and
- (h) must at the date of nomination, retain ownership of 21 or more Registered Holstein Friesian Dairy Cattle.

15.5 **Nominations:** Prior to an Annual General Meeting in which an election for a Ward Director will take place, the Board will call for nominations from Full Financial Members in accordance with the process set out in

clause 15.6. The call for nominations must be issued by the Board no later than the 5th Working Day of March prior to such Annual General Meeting.

- 15.6 **Process:** A nomination must be made by completing a written nomination form, in a form specified by the CEO, and submitting it to the CEO so that it is received no later than 12 noon on the last working day in March prior to such Annual General Meeting. The nomination form must be signed by a proposer and seconder, who are both Full Financial Members (or Representatives of Full Financial Members) resident in the relevant Ward. The candidate must also sign the nomination form to accept the nomination, and as part of that form, the candidate must certify that they are not disqualified from becoming a Director. Incorrectly completed nomination forms, or nominations in respect of candidates that do not meet the requirements of this Constitution, may be discarded.
- 15.7 **Restriction:** Full Financial Members may propose or second one candidate only in respect of each election. A Full Financial Member may not propose or second themselves or their Representative.
- 15.8 **No election required:** If the number of valid candidates for Ward Directors do not exceed the number of vacancies, all candidates shall be duly elected as Ward Directors, without need for an election, and the result shall be reported to the applicable Annual General Meeting.
- 15.9 **Election process:** If the number of candidates exceeds the number of Ward Director vacancies, an election process shall be undertaken, as follows:
- (a) each candidate shall provide a bio describing their background, and governance skills and experience on request of the CEO, which shall be limited to one A4 page with size 11 font and must include a photo (**Bio**).
 - (b) voting shall be by postal vote and/or electronic vote, as determined by the Board. Voting in person for a Ward Director at an Annual General Meeting is not permitted. The timetable and instructions shall be set by the CEO in consultation with the Board.
 - (c) the CEO shall issue the following to each Full Financial Member's resident in the applicable Ward (which may be combined with the notice of meeting where the election result will be announced at an Annual General Meeting):
 - (i) if postal voting applies, then voting papers and voting instructions;
 - (ii) if electronic voting applies, then electronic voting instructions; and
 - (iii) a copy of each candidate's Bio.
 - (d) the CEO shall appoint two independent scrutineers of its choice.
 - (e) votes must be cast in accordance with the applicable instructions, prior to the cut off date and time specified in the instructions.
 - (f) Full Financial Members (that are not Suspended) may only vote for a candidate or candidates nominated to represent the Ward in which that Member is a resident.
 - (g) Full Financial Members (that are not Suspended) shall receive one vote for each vacancy arising in the Ward in which they reside.
 - (h) Incorrectly cast votes, or votes received after the specified cut off time will be discarded.
 - (i) After the cut off time, Votes shall then be counted by the two independent scrutineers.

- (j) Once the votes are counted, the scrutineers must sign a certificate specifying the total votes received and total valid votes cast for each candidate and provide it to the Chair prior to the commencement of the Annual General Meeting.
 - (k) The candidate receiving the most votes for a Ward Director vacancy shall be duly elected to the vacancy. Where there is more than one vacancy in a Ward, the candidate receiving the second highest number of votes shall be appointed to the second vacancy. This process shall continue until all vacancies are filled.
 - (l) In the event of there being equal votes between two or more candidates, where one candidate is a sitting Director, then the sitting Director/s shall be declared elected.
 - (m) In the event of there being equal votes between two or more sitting Directors, or two or more candidates who are not sitting Directors, a decision shall be made by the toss of a coin supervised by the scrutineers.
 - (n) The election results shall be reported to the Annual General Meeting, or where the vote for a Ward Director is not sufficiently proximate to an Annual General Meeting, the election results shall be notified to Members, which may be by publication in the next Association newsletter publication.
 - (o) Voting forms may be destroyed after the Annual General Meeting to which they relate.
- 15.10 **Ward Director term:** Subject to clauses 15.11 and 15.12, Ward Directors shall hold office for a term of approximately three (3) years except as expressly set out in this Constitution. Each term shall commence from the conclusion of the Annual General Meeting in which they are elected, and continue until the conclusion of the Annual General Meeting in the year in which their term ends. A Ward Director is eligible for re-election at the end of each term, up to a maximum of four (4) terms.
- 15.11 **Rotation requirement:** A minimum of two (2) and a maximum of three (3) (as determined by Ordinary Resolution of the Board) Ward Directors shall retire in each year, but they shall be eligible for re-election (subject to the maximum number of terms) (**Rotation Requirement**). Where an insufficient number of Ward Directors have their terms expiring to meet the Rotation Requirement, the Board shall decide by Ordinary Resolution which of its Ward Directors shall so retire to meet the Rotation Requirement.
- 15.12 **Calculation of term:** For the avoidance of doubt, where a Ward Director's term is shortened to comply with the Rotation Requirement, that shortened term shall still comprise one term.
- 16. APPOINTED DIRECTORS**
- 16.1 **Ward Director vacancies:** If there is a Ward Director vacancy, whether due to:
- (a) no candidates being nominated to fill a Ward Director vacancy through the election process set out in clause 15; or
 - (b) a Ward Director resigning or otherwise being removed, between AGM's,
- the Board may fill that vacancy by appointing an Appointed Director as set out in this clause 16.
- 16.2 **Appointed Director Eligibility:** Appointed Directors must:
- (a) be an Individual;
 - (b) be a Full Financial Member or a Representative of a Full Financial Member;
 - (c) not be Suspended; and

- (d) consent to becoming a Director, and must certify that they are not disqualified from becoming a Director, whether pursuant to the Act or this Constitution;
- 16.3 **Appointment:** Subject to this clause 16, an Individual will be appointed (and may be removed) as an Appointed Director by Ordinary Resolution of the Ward Directors present and voting on the matter.
- 16.4 **Term:** An Appointed Director will remain in office until the next Annual General Meeting following their appointment.
- 17. **INDEPENDENT DIRECTORS**
- 17.1 **Independent Directors:** The Ward Directors may, from time to time, appoint and remove up to two Independent Directors as set out in this clause 17.
- 17.2 **Independent Director Eligibility:** Each Independent Director must:
 - (a) be an Individual;
 - (b) have a background, skills and/or experience that the Ward Directors consider to be complimentary to the existing skills of the Directors and that will further the purposes of the Association;
 - (c) not be a Member or a Representative of a Member, unless expressly authorised by Ordinary Resolution of the Ward Directors; and
 - (d) consent to becoming a Director, and must certify that they are not disqualified from becoming a Director, whether pursuant to the Act or this Constitution.
- 17.3 **Appointment:** An Individual will be appointed (and may be removed) as an Independent Director by an Ordinary Resolution of the Ward Directors present and voting on the matter.
- 17.4 **Term:** An Independent Director will remain in office for a term of three years, unless otherwise determined by the Ward Directors. There is no limit on the number of terms that an Independent Director may serve, provided that the Ward Director's re-appoint the Independent Director at the end of each term.
- 18. **ASSOCIATE DIRECTORS**
- 18.1 **Appointment right:** The Board may, by Ordinary Resolution, appoint up to two ex-officio members of the Board from time to time, on terms and conditions determined by the Board (**Associate Directors**). Associate Directors are not counted in the total number of Board members for the purposes of clause 14.1. An Associate Director must be a Member or a Representative.
- 18.2 **Role:** Associate Directors will not:
 - (a) be an officer of the Association, as described in the Act;
 - (b) obtain any voting rights (either in respect of the Board or at any General Meeting by virtue of becoming an Associate Director); and
 - (c) affect any rights that the Associate Director may otherwise have as a Member.
- 18.3 **Observer status:** Associate Directors shall be observers of the Board only, unless permitted to engage in a Board meeting by the Chair of the Board.

- 18.4 **Consent and certification:** Associate Directors must consent to becoming an Associate Director, and must certify that they are not disqualified from becoming an Associate Director (pursuant to the Constitution, and for Act as if the Associate Director was being appointed as a Board member).

19. BOARD MEETINGS

- 19.1 **Frequency:** The Board shall meet as required, at such times and places and in such manner as it may determine and otherwise where and as convened by the Chair.
- 19.2 **Methods of meeting:** Board meetings may be held in person, by phone call or by video conference. A Director will be considered in attendance if they have the opportunity to participate in the meeting.
- 19.3 **Quorum:** No Board meeting may be held unless at least five (5) Directors attend (whether in person, via tele conference or video conference).
- 19.4 **Chair:** The President shall chair Board meetings, or if the President is absent, the meeting will be chaired by the Vice President, or if the Vice President is absent, the Directors present shall elect one of their number to chair that Board meeting.
- 19.5 **Voting:** Each Director in attendance at the Board meeting has one vote. The Chair has a second, casting vote. Unless otherwise stated in this Constitution, a resolution of the Board is passed if the majority of the Directors in attendance at the meeting vote in favour of it.
- 19.6 **Resolution in writing:** A resolution in writing signed or assented to by all Directors is as valid and effective as if it had been passed at a Board meeting duly convened and held.
- 19.7 **Minutes:** The Board must ensure that written minutes are kept of all Board meetings held.
- 19.8 **Regulate own practices:** Subject to this Constitution, the Board, and any sub-committee (subject to its terms of reference), may regulate its proceedings as it thinks fit.
- 19.9 **Sub-committee meetings:** Meetings of sub-committees shall be subject to the provisions of this clause 19, with such amendments as are required for the purposes of the particular sub-committee or as specified in the sub-committee's terms of reference.

20. POWERS AND DUTIES OF THE BOARD

- 20.1 **General:** Subject to the provisions in this Constitution and the Act, the Board may exercise all of the powers of the Association, and shall have full power to do all such things as may be incidental or conducive to the attainment of the objects of the Association mentioned in this Constitution.
- 20.2 **Specific powers:** Without limiting the generality of clause 20.1, the Board may exercise and perform the following duties and powers:
- (a) establish, disestablish, and delegate any of their powers or duties (except to the extent not permitted by the Act) to one or more sub-committees. Such sub-committees must include a minimum of three members, including a minimum of one Director. The Board shall establish terms of reference for each sub-committee, which the sub-committee must comply with. The Board may make, alter and rescind and replace terms of reference from time to time.
 - (b) From time to time convene and hold General Meetings.
 - (c) From time to time enter into contracts, agreements and arrangements.
 - (d) From time to time appoint, employ, and remove a CEO, and other employees and contractors from time to time.

- (e) Borrow money for the purposes of the Association and may give security for any such moneys upon any property of the Association.
 - (f) Place any moneys of the Association not required for immediate use upon deposit at interest at some bank, and they may otherwise invest such moneys as the Board thinks fit.
 - (g) Apply the funds of the Association for the objects and purposes of the Association as the Board thinks fit from time to time.
 - (h) Generally deal with the property of the Association for the objects and purposes of the Association in such a manner as the Board thinks fit and as it is empowered to do under this Constitution.
- 20.3 **By-laws:** The Board may make, alter and rescind and replace by-laws in relation to any matter relating to the Association, Members or the Board, from time to time (**By-laws**), provided that such By-laws are not inconsistent with this Constitution. The Board shall advise Members of any new, altered, or replaced By-laws at least ten (10) Working Days prior to such taking effect.
- 20.4 **Restriction:** The Board may not vary or rescind any of its resolutions or Bylaws unless by Ordinary Resolution at a meeting of the Board.
- 21. CONFLICTS OF INTEREST**
- 21.1 **Register of Interests:** The Board shall maintain an up to date Register of Interests, recording the information required as set out in this clause 21.
- 21.2 **Interested:** Subject to clause 21.3, a Director or member of a sub-committee (**Sub-Board Member**) is interested in a Matter if that Individual:
- (a) may obtain a financial benefit from the Matter;
 - (b) is the spouse, civil union partner, de facto partner, child parent, grand-parent, grandchild, sibling, nephew, niece, uncle, aunt, or first cousin of an Individual or Entity who may obtain a financial benefit from the Matter;
 - (c) may have a financial interest in an Entity to whom the Matter relates;
 - (d) is a partner, officer, director, or trustee of an Entity who may have a financial interest in an Entity to whom the Matter relates; or
 - (e) the Act provides that an Individual or Entity is otherwise interested in the Matter.
- 21.3 **Not interested:** A Director or Sub-Board Member is not interested in a Matter:
- (a) merely because the Director or Sub-Board Member receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act;
 - (b) if the Director's or Sub-Board Member's interest is the same or substantially the same as the benefit or interest of all or most other Members due to the membership of those Members;
 - (c) if the Director's or Sub-Board Member's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Director or Sub-Board Member in carrying out their responsibilities under the Act or this Constitution. An example includes where the Director holds less than 5% of the shares in a publicly listed company, such as Fonterra or LIC; or
 - (d) the Act otherwise provides that the Individual or Entity is not interested in the Matter.

- 21.4 **Disclosure:** A Director or Sub-Board Member who is interested in a Matter relating to the Association must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified) to the Board. The name of the Director or Sub-Board Member and the details of the interest must also be entered in the Register of Interests.
- 21.5 **Timing:** Disclosure must be made as soon as practicable after the Director or Sub-Board Member becomes aware that they are interested in the Matter.
- 21.6 **Restrictions:** A Director or Sub-Board Member who is interested in a Matter:
- (a) must not vote or take part in the decision of the Board or sub-committee relating to the Matter;
 - (b) must not sign any document relating to the entry into a Matter transaction or the initiation of the Matter;
 - (c) may take part in any discussion of the Board or sub-committee relating to the Matter, unless the Directors that are not Interested in the Matter resolve otherwise; and
 - (d) may still be counted for the purpose of determining whether there is a quorum at any meeting at which the Matter is considered.
- 21.7 **Determining the Matter:** Where 50% or more of Directors are prevented from voting on a Matter because they are interested in that Matter, a Special General Meeting is not required to be called to consider and determine the Matter, and the matter may be determined by those Directors that are not Interested in the Matter.

22. DIRECTOR REMUNERATION AND EXPENSES

- 22.1 **Payments:** Subject to clause 36, the Association shall:
- (a) Reimburse the President and each Director for all out of pocket expenses incurred by them in the carrying out of their duties as officers of the Association.
 - (b) Remunerate the President and the Directors by way of wages, salary, honorarium or other payment for carrying out their duties as officers of the Association, in accordance with this clause 22 (**Board Remuneration**).
- 22.2 **Requirements for payments:** Each payment made by the Association to a Director, whether for the reimbursement of expenses or for the Board's Remuneration, must:
- (a) not breach any of the restrictions in clause 36, which shall be deemed to apply to each Director whether or not the Director is a Member, Representative or Individual/Entities associated with a Member;
 - (b) be reasonable, and not more than fair market value;
 - (c) not be any more favourable to the Director than "arms length terms" as defined in section 24(3) of the Act; and
 - (d) in respect of the Board's Remuneration, only be made for services actually provided by the Director.
- 22.3 **Remuneration Board:** The Board shall delegate its powers to determine the Board's Remuneration to a Board (**Remuneration Board**) comprising of the CEO, and two Individuals that are not Members or Representatives, that are appointed by the Members at an Annual General Meeting.

- 22.4 **Approval by Members:** The Members shall at each Annual General Meeting:
- (a) Appoint the Remuneration Board to determine the Board's Remuneration for the year following the next Annual General Meeting.
 - (b) Request the Remuneration Board to report to the next Annual General Meeting with a report recommending the appropriate Board Remuneration to be paid in the year following the next Annual General Meeting, subject to the restrictions set out in this clause 22.
 - (c) Consider, and if thought fit, ratify by Ordinary Resolution the Board's remuneration recommended in the Remuneration Board's report to be effective in the year commencing immediately after that Annual General Meeting. If such ratification is not provided, then the last ratified Board Remuneration shall continue to apply.
- 22.5 **Further restrictions:** Notwithstanding the above, any payments made by the Association to a Director, Sub-Board Member, or Individual/Entity associated with a Director or Sub-Board Member, must only be for goods and services that advance the objects and purposes of the Association, and must be of an amount that is reasonable, not more than fair market value and on arms' length terms.
- 23. CEASING TO BE A DIRECTOR**
- 23.1 **Cessation:** An Individual ceases to be a Director when:
- (a) they give Notice of their resignation to the Chair (or where the Chair is resigning, to all other Board Members), with such resignation taking effect from the date of such notice or such later date stated in the notice;
 - (b) they cease to be eligible, or qualify, to be a Director in accordance with clauses 15.4, 16.2 or 17.2, or as otherwise specified in this Constitution or the Act;
 - (c) they are removed from the Board in accordance with a dispute resolution process as set out in Schedule One;
 - (d) they are removed from the Board by Special Resolution of the Board; or
 - (e) their term expires in accordance with clauses 15.10, 16.4 or 17.4.
- 23.2 **Property handover:** If an Individual ceases to be a Board Member, that Individual must within one month give to the Board all Association documents and property in their possession (unless they have been elected or appointed for another term).
- 24. GENERAL MEETINGS - GENERAL**
- 24.1 **AGM:** The Association shall hold in each year an annual general meeting (**Annual General Meeting**), within six months after the Association's balance date, and no later than 15 months after the last Annual General Meeting.
- 24.2 **Method:** The Annual General Meeting can be held in person, via video conference, or any combination thereof, as the Board deems necessary.
- 24.3 **Attendance:** An Individual will be deemed to be in attendance of the Annual General Meeting if they can hear and see proceedings at the Annual General Meeting, and can participate in the Annual General Meeting to the same extent as if they were physically present.

- 24.4 **SGM:** The Board may call special general meetings for extraordinary business from time to time (**Special General Meeting**). A Special General Meeting can be held in person, via video conference, or any combination thereof, as the Board deems necessary.
- 24.5 **Required SGM:** The Board shall call a Special General Meeting on receipt of a requisition signed by not fewer than twenty (20) Members. Such requisition must express the object of the meeting proposed and must be left at the registered office of the Association to the attention of the CEO.
- 24.6 **Notice of GM:** The CEO shall give Members at least ten (10) Working Days' Written Notice of each General Meeting. The notice will:
- (a) set out the business to be conducted at the General Meeting;
 - (b) for an Annual General Meeting:
 - (i) copies of the information relating to the business to be conducted, including the reports to be presented, as described in clause 26.4; and
 - (ii) where applicable, include that information described in clause 15.9(c) relating to elections for Ward Directors;
 - (c) include, where other motions or resolutions are to be voted on, postal voting and electronic voting instructions; and
 - (d) include details of any resolutions or motions to be voted on, and the Board's recommendations about those motions.
- 24.7 **Chair:** The President of the Association, or in the President's absence, the Vice-President, shall be the chairperson of all General Meetings. In the absence of both the President and the Vice-President, the Members present shall elect a Director as Chair. If there is no Board representative present at the meeting or willing or able to chair the meeting, then the Members present at the General Meeting shall elect a Member or Representative present to chair the General Meeting.

25. VOTING

- 25.1 **Voting rights:** Provided that they are not Suspended, each Member with the right to vote at a General Meeting, is entitled to one vote on each of the resolutions and motions put to or arising at each General Meeting.
- 25.2 **Majority Vote:** Unless otherwise provided in this Constitution, all resolutions or motions at a General Meeting must be determined by Ordinary Resolution.
- 25.3 **Methods of voting:** Except in respect of voting for Ward Directors the process for which is set out in clause 15.9, Members with voting rights may vote on resolutions and motions arising at General Meetings using one of the following methods:
- (a) by attending (or having their Representative attend) the General Meeting in person, and voting by voice, show of hands or by poll, as determined by the Chair or pursuant to clause 25.5;
 - (b) where video conference is permitted as a means of attending the General Meeting in the notice of meeting, by attending (or having their Representative attend) the General Meeting by video conference and voting by voice, show of hands or by poll, as determined by the Chair or pursuant to clause 25.5; or

- (c) where postal voting or electronic voting is permitted as a means of voting at the General Meeting in the notice of meeting, by casting a vote in accordance with the postal voting or electronic voting instructions set out in the notice of meeting.
- 25.4 **Proxies:** Proxy voting is not permitted.
- 25.5 **Poll demand:** If any ten (10) or more Full Financial Members in attendance (whether physically, by Representative, or where permitted by video conference) at the General Meeting demand a poll either before or immediately after a vote by voice or show of hands, voting must be by poll. A poll will be conducted using a process determined by the Chair.
- 25.6 **Scrutineers:** Where electronic voting and/or postal voting is permitted ahead of the General Meeting, the CEO must appoint two scrutineers in respect of those processes. Scrutineers are not required in relation to voting that takes place during a General Meeting.
- 25.7 **In person voting:** The Chair may implement a system to record votes cast in person by Full Financial Members by way of show of hands, in its discretion. Such a system may include issuing coloured voting cards to Full Financial Members on registration at the General Meeting, which must be raised when a vote by way of show of hands is undertaken.
- 25.8 **Electronic voting:** To be valid, each vote cast by electronic voting must be cast by the Full Financial Member or their Representative in accordance with the instructions set out in the notice of meeting, no later than the cut off time and date specified in the instructions, or if none is so specified, then no later than three (3) Working Days prior to the start of the General Meeting.
- 25.9 **Postal voting:** To be valid, each vote cast by postal vote must be cast by the Full Financial Member or their Representative in accordance with the instructions set out in the notice of meeting and be received by the CEO no later than the cut off time and date specified in the instructions, or if none is so specified, then no later than three (3) Working Days prior to the start of the General Meeting.
- 25.10 **Counting votes:** The Chair shall ensure that all votes validly cast using those methods available at a particular General Meeting as described in clause 25.3 on any given resolution or motion at a General Meeting, are counted. The Chair shall also ensure that duplicate votes are not submitted by a Member using different methods. Where electronic voting and/or postal voting is permitted, the scrutineers shall sign a certificate specifying the total votes received and total valid votes cast for and against each resolution or motion, and provide it to the Chair of the General Meeting, prior to the commencement of the General Meeting.
- 25.11 **Casting vote:** At all General Meetings the Chair shall have a normal deliberative vote and in the event of a tie, a second or casting vote. The casting vote may be used in the Chair's discretion. For the avoidance of doubt, the Chair does not receive a second or casting vote where they have not cast their normal deliberative vote.
- 25.12 **Declaration:** In respect of any vote at a General Meeting, a declaration by the Chair that a resolution has been carried or lost shall be conclusive evidence of the fact without proof of the number of votes recorded in favour of or against such resolution.
- 26. GENERAL MEETINGS - PROCEDURE**
- 26.1 **Quorum:** The quorum for each General Meeting is attendance by least fifteen (15) Full Financial Members and/or their Representatives. The quorum must be maintained for the duration of the General Meeting.
- 26.2 **Calculating quorum:** For the purposes of determining whether or not a quorum is met, the number of Members attending the General Meeting shall include those Members and Representatives who:
- (a) are attending the General Meeting in person;

- (b) are attending the General Meeting by video conference, and can participate in the General Meeting to the same extent as if the Individual was attending in person; and
- (c) are not in attendance in person or by video conference, but that have cast one or more valid votes, by postal vote or electronic vote, in accordance with the instructions provided in the Written Notice of the General Meeting.

26.3 **Powers of the Chair:** In addition to any other powers that the Chair has in accordance with this Constitution, the Chair may:

- (a) in good faith determine any procedural matter in respect of the General Meeting, including but not limited to voting procedures, that is not otherwise dealt with in this Constitution or the Act;
- (b) by Ordinary Resolution of the Full Financial Members present (physically or electronically, and including by way of Representative) at that General Meeting adjourn the General Meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
- (c) direct that any Individual not entitled to be present at the General Meeting, obstructing the business of the General Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the Chair be removed from the General Meeting; and
- (d) in the absence of a quorum or in the case of emergency, adjourn the General Meeting or declare it closed.

26.4 **AGM:** The business of the Annual General Meeting shall be:

- (a) Approving the minutes of the previous Annual General Meeting.
- (b) Presenting the Annual Report, including President, Treasurers and Remuneration Board Reports.
- (c) Presenting the Association's Financial Statements, including Statement of Financial Performance and Position.
- (d) Appointment of the Auditor or reviewer (in accordance with clauses 29.5 and 29.6).
- (e) Notice of the disclosures, or types of disclosures, made by Directors and Sub-Board Members during the last financial year;
- (f) Declaration of election results for Ward Directors.
- (g) Appointment of the Remuneration Board under clause 22.4(a).
- (h) Other matters in respect of Board Remuneration as set out in clause 22.4.
- (i) Other matters, resolutions or motions that the Board wish to raise.
- (j) Notices of Motion in accordance with clause 27.
- (k) General Business.

26.5 **Written resolutions:** Written resolutions in lieu of a General Meeting are not permitted.

27. **NOTICES OF MOTION**

- 27.1 **Notice:** Any Full Financial Member or their Representative (**Proposer**) may raise a matter for consideration at an Annual General Meeting, by providing Written Notice to the CEO on or before the 30th April prior to the Annual General Meeting (**Notice of Motion**). A notice of motion must set out the motion to be voted on and the basis for the motion. A Notice of Motion may, without limitation, include a motion to amend this Constitution.
- 27.2 **Copy to Board:** On receipt, the CEO must provide a copy of the Notice of Motion to the Board.
- 27.3 **Discussion permitted:** On receipt, the Board and/or CEO may discuss the matter set out in the Notice of Motion with the Proposer.
- 27.4 **Disqualification of Notice of Motion:** The Board is not required to present any Notice of Motion to an Annual General Meeting where:
- (a) it or a similar matter, has been considered and not passed at an Annual General Meeting within the immediately preceding three (3) years;
 - (b) the Notice of Motion does not comply with, or is inconsistent with, the requirements of this Constitution;
 - (c) the Notice of Motion is contrary to applicable law or seeks to have the Association, the Board, CEO, Member or any other Individual act in a manner contrary to law;
 - (d) could reasonably be considered defamatory, hate speech or otherwise derogatory;
 - (e) is vexatious or unreasonable;
 - (f) can reasonably be interpreted in several ways or is otherwise ambiguous; or
 - (g) is withdrawn by the Proposer prior to the Annual General Meeting.
- 27.5 **Notice to Members:** Where a Notice of Motion is to be put to an Annual General Meeting, the CEO shall notify all Members of each motion to be presented at the Annual General Meeting at least ten (10) Working Days before the General Meeting.
- 27.6 **Effect of Notice of Motion:** If a Notice of Motion relates to:
- (a) an alteration, amendment or replacement of the Constitution, to wind up, liquidate or remove the Association from the Register of Incorporated Societies, to amalgamate or merge the Association, and that motion is passed at the Annual General Meeting, then it shall be binding on the Association; or
 - (b) any other matter, and that motion is passed at the Annual General Meeting, then it is not binding on the Board, but is a recommendation to the Board. The Board must consider any such recommendation but is under no obligation to act on it.

28. BRANCHES

- 28.1 **Branch formation:** A group of at least five Members of the Association who each have a breeding herd of Holstein Friesian Dairy Cattle in the same Ward Region may apply to the Board to form a Branch of the Association (**Branch**).
- 28.2 **Branch application:** The application referred to in clause 28.1 must include:
- (a) the full name of the proposed Branch;
 - (b) the full names of the proposed members of the Branch;

- (c) the proposed rules of the Branch, which must comply with any requirements that the Board has in respect of Branches, including without limitation a requirement that each Branch member that is not a Member of the Association be subject to this Constitution as if they were a Member of the Association and are subject to the dispute resolution process set out in Schedule One of this Constitution; and
 - (d) the Ward Region within which the Branch will operate.
- 28.3 **Board approval:** The Board may approve the formation of the Branch subject to such terms and conditions as the Board thinks fit, including but not limited to the form of the rules (**Rules**) to be adopted by the Branch.
- 28.4 **Number of members and incorporation:** The Branch must consist of at least five Members of the Association and may be an unincorporated body or incorporated under the Incorporated Societies Act 2022, Incorporated Societies Act 1908 or Incorporated Societies Amendment Act 1920. The Branch and all its members must agree to adhere to the Constitution and Bylaws.
- 28.5 **Board approval to Rule changes:** The Branch must submit any proposed change of its Rules to the Board for approval before the change is adopted.
- 28.6 **Information provision to Board:** Each Branch must, by 30 September in each year, provide the Association with:
 - (a) Minutes of its Annual General Meeting.
 - (b) Office holders for the ensuing twelve months.
 - (c) Financial statements which have been approved by the Branch for the previous financial year.
- 28.7 **Hosting:** The Branch will be responsible for hosting the Association's National Conference and Annual General Meeting once every nine years on a set rotation.
- 28.8 **Publishing:** A Branch may publish literature solely in the name of the Branch for local purposes but such literature shall not contain a statement contrary to this Constitution or Bylaws.
- 28.9 **Responsibility:** A Branch shall be responsible for its own affairs and shall be solely responsible for its own debts and liabilities. A Branch shall not use the Association name to gain credit for the Branch without the prior written approval of the Board. The management and control of the affairs of the Branch shall be vested in the Branch committee which must act in accordance with the Rules of the Branch.
- 28.10 **Dissolution:** The Board may dissolve a Branch by providing at least six (6) months' notice in writing to that Branch.
- 29. **ACCOUNTS AND AUDIT**
- 29.1 **Financial year:** The financial year of the Association begins on 1 April of each year and shall end on the 31st day of March in the following year (**Balance Date**).
- 29.2 **Accounts:** Full and true accounts shall be kept of:
 - (a) The sums of money received and expended by the Association.
 - (b) The matters in respect of which such receipts and expenditure take place.
 - (c) The assets, credits and liabilities of the Association.

- 29.3 **Location:** The Association's books of account shall be kept at the registered office or at such other place or places as the Board determines.
- 29.4 **Standards:** The financial statements kept by the Association shall comply with the requirements of the Act.
- 29.5 **Audit:** If the Association is required to have its annual financial statements audited pursuant to the Act, then the Members of the Association may by Ordinary Resolution at the Annual General Meeting appoint an Individual or Entity to audit the Associations annual financial statements for the then current financial year (**Auditor**). If the Association appoints an Auditor who is unable to act for some reason, the Board shall appoint another Auditor as a replacement. In either case, the Auditor must be an Individual or Entity who is qualified to carry out audits in accordance with the Financial Reporting Act 2013, and must not be a Member, a Representative, or a member/shareholder/officer/director or the like of a Member. The audit shall be undertaken in accordance with the requirements of the Act.
- 29.6 **Option to audit or review:** If the Association is not required by the Act to have its annual financial statements audited, then the Members of the Association may by Ordinary Resolution at the Annual General Meeting decide to proceed with an audit or review of the Association's annual financial statements and appoint the applicable auditor or reviewer. If the Association appoints an auditor or reviewer who is unable to act for some reason, the Board shall appoint another auditor or reviewer as a replacement. In either case, the auditor or reviewer must be an Individual or Entity who is qualified to carry out audit or reviews in accordance with the Financial Reporting Act 2013 (if applicable), and must not be a Member, a Representative, or a Related Entity of a Member. The audit or review shall be undertaken in accordance with the requirements of the Act.
- 29.7 **Applying funds:** The funds and property of the Association shall be:
- (a) controlled, invested and disposed of by the Board, subject to the provisions of this Constitution and the Act; and
 - (b) devoted solely to the promotion of the purposes of the Association.

30. ROLE OF DIRECTORS AND CEO

- 30.1 **President:** The President is responsible for:
- (a) Convening and chairing Board and General Meetings.
 - (b) Maintaining discipline and order commensurate with the right of each Director to express diverse opinions.
 - (c) Ensuring the Board and Members comply with this Constitution.
 - (d) Ensuring the Board advances the objects of the Association.
 - (e) Acting as spokesperson for the Association when required.
 - (f) Management and direction of the CEO and Head Office team.
 - (g) Leadership of the Association to ensure the advancement and wellbeing of the Association and its Members.
- 30.2 **Vice President:** The Vice President is responsible for:
- (a) Acting for the President in their absence.

- (b) Assisting the President to carry out his or her duties.
- 30.3 **Treasurer:** The Treasurer is responsible for:
- (a) Signing all accounts of the Association.
 - (b) All invoices must be approved for payment by the Treasurer or CEO.
 - (c) All electronic transactions must be signed/approved by any two of the Treasurer, CEO, or designated Director or as otherwise set out in the delegated authority policy, as approved and updated by the Board from time to time.
- 30.4 **CEO:** The Board may appoint the CEO on such terms and conditions as it thinks fit, including a suitable job description setting out the role and responsibilities of the CEO, which must be consistent with this Constitution.
- 30.5 **Director:** In addition to compliance with the duties set out in the Act, the responsibilities of a Director are:
- (a) To bring to the Board informed debate on all topics put up for discussion.
 - (b) To act in support of Board resolutions at all times.
 - (c) To be available for Members to contact at all appropriate times and ensure their views are heard at Board level.
 - (d) To make resolutions of the Board freely available to Members.
 - (e) To investigate and make known information that maintains the integrity and standing of the Association within the dairy industry.
 - (f) To declare all potential or real conflicts of interest to the Board.
 - (g) To act in a professional manner at all times to ensure the good order and nature of the Association is not compromised.
- 30.6 **Contact Person:** The Board shall ensure that for the purposes of the Act, a contact person is appointed at all times and is notified to the Registrar. The contact person as at the date of adoption of this Constitution is the CEO.

31. INDEMNITY AND INSURANCE

- 31.1 **Scope:** The Association may indemnify and/or obtain insurance for the Directors, CEO, employees and/or Members for liabilities or costs to the extent permitted by sections 94 to 98 of the Act. Without limiting the foregoing, this includes indemnifying or insuring a Director or CEO for liabilities or costs in relation to the following matters:
- (a) Liability (other than criminal liability) for a failure to comply with any duty imposed by sections 54 to 61 of the Act or any other duty imposed on a Director or CEO in their capacity as a Director or CEO, including without limitation under this Constitution or the Bylaws; and
 - (b) Costs incurred by the Director or CEO in defending or settling any claim or proceeding relating to that liability.
- 31.2 **Process:** If the Association wishes to take out insurance described in clause 31.1 it must follow the steps set out in section 97 of the Act prior to doing so.

31.3 **Indemnity:** The Association indemnifies each Director and CEO for all liability to any Individual or Entity for any act or omission in their capacity as a Director or CEO, and costs incurred by them in defending or settling any claim or proceeding that relates to that liability, provided that this indemnity does not cover any:

(a) criminal liability of the Director or CEO; or

(b) liability that relates to the Director's or CEO's dishonesty, wilful misconduct or gross negligence.

32. AMALGAMATION

32.1 Any resolution to amalgamate or merge the Association with any other society must be passed by Special Resolution of the Members at a General Meeting.

33. ALTERATION OR ADDITION TO CONSTITUTION

33.1 **Approval at General Meeting:** Subject to clause 33.3, the Association may only alter, amend or replace this Constitution at a General Meeting by resolution passed by Special Resolution, or as otherwise permitted by the Act.

33.2 **Proposal by Members:** Alterations, additions or replacement of this Constitution may be proposed by the Board or by Members in a Notice of Motion pursuant to clause 27.

33.3 **Notice to Members:** No alteration, addition or replacement of this Constitution shall be made unless Written Notice setting out the proposed resolution to alter, add to or replace the Constitution has been given to all Members at least ten (10) Working Days before the General Meeting at which the resolution will be considered.

33.4 **Notice requirements:** Such Written Notice shall provide an explanation as to why the alteration, addition or replacement is required or is desirable, and where the alteration, addition or replacement is not proposed by the Board, the Board may provide commentary and a recommendation as to whether the alteration, addition or replacement should be accepted or not.

33.5 **Restriction:** The Association shall not alter, add to or replace this Constitution if such alteration, addition or replacement affects the not for profit objects, provides for any financial gain for Members, or provides for distributions or other financial gain to be provided to Members on winding up or liquidating the Association.

34. WINDING UP

34.1 **Winding up:** The Association may only be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the Act and this Constitution.

34.2 **Resolution:** Any proposed resolution to wind up the Association, put it into liquidation or remove it from the Register of Incorporated Societies, whether proposed by the Board or in a Notice of Motion, must be passed by a Special Resolution at a General Meeting, where Written Notice of the proposed resolution has been given in the notice of meeting. The notice of meeting must include the reasons for the proposed resolution, and any recommendations from the Board in respect of such proposed resolution.

34.3 **No distribution to Members:** If the proposed resolution to wind up, liquidate, or remove the Association from the Register of Incorporated Societies is passed, no distribution shall be made to any Member or any other Individual.

34.4 **Surplus assets:** On the winding up or liquidation or removal from the Register of Incorporated Societies of the Association, its surplus assets after payment of all debts, costs and liabilities shall be distributed to

one or more non-profit entities that have objects similar to the objects of the Association, as determined by a Special Resolution at a General Meeting.

- 34.5 **Impediment to distribution:** In the event that the surplus assets cannot be distributed in accordance with clause 34.4 for any reason, the surplus assets shall be distributed according to the provisions of the Act.

35. EXECUTION OF DOCUMENTS AND COMMON SEAL

- 35.1 **Common Seal:** The Association may, but is not required to have, a common seal. The common seal shall be that which is adopted by the Board from time to time. The common seal shall be for ceremonial purposes only and shall be kept in the custody of the CEO. The common seal is not required to be affixed to any deed, agreement or other document signed by the Association.

- 35.2 **Execution of Deeds:** Any deed required to be signed by the Association may be signed on behalf of the Association by:

- (a) any two Board Members approved to do so by resolution of the Board; or
- (b) the CEO provided that the CEO has been approved to do so by resolution of the Board, and whose signature must be witnessed.

- 35.3 **Execution of Agreements and other documents:** Any agreement or other document required to be signed by the Association may be signed on behalf of the Association by any two Board Members, or the CEO, or as otherwise permitted by a delegated authority policy approved by the Board.

36. NO FINANCIAL GAIN FOR MEMBERS

- 36.1 **Involvement in decisions:** Notwithstanding any other clause in this Constitution, no Member or any Individual or Entity associated with a Member shall participate in or materially influence any decision made by the Association in respect of the payment to or on behalf of that Member or associated Individual or Entity of any income, benefit, or advantage whatsoever.

- 36.2 **Restrictions:** Subject to clause 36.3:

- (a) the Association must not operate for the purpose of, or with the effect of:
 - (i) any Member deriving any personal financial gain from membership of the Association;
 - (ii) returning all or part of the surplus generated by the Association's operations to Members, in money or in kind; or
 - (iii) conferring any kind of ownership in the Association's assets on Members.
- (b) no Member, Representative, or any Individual/Entity associated with a Member, may take part in, or influence, any decision made by the Association in respect of payments to, or on behalf of that Member, Representative, or associated Individual/Entity, of any income, benefit or advantage.
- (c) any payments made by the Association to a Member, Representative, or Individual/Entity associated with a Member, must only be for goods and services that advance the objects and purposes of the Association, and must be of an amount that is reasonable and relative to payments that would be made between unrelated parties.

- 36.3 **No financial gain:** The Association shall not be in breach of the restrictions in clause 36.2 in respect of any matters, transactions or the like where the Act provides that such matters or transactions, or the like are

not for the financial gain of Members, including but not limited to those matters listed in section 24 of the Act.

37. GENERAL

37.1 **Reference to Act:** This Constitution shall be construed with reference to the Act and any regulations made thereunder, and terms used in this Constitution shall be taken as having the same respective meaning as they have when used in that Act.

37.2 **Definitions:** Capitalised terms used in this Constitution shall have the meanings set out in text or below:

- (a) **Act** means the Incorporated Societies Act 2022.
- (b) **Annual General Meeting** or **AGM** has the meaning set out in clause 24.1.
- (c) **Annual Subscriptions** means the annual membership fee payable to the Association by each Member, set in accordance with clause 7.1.
- (d) **Appointed Director** means a member of the Board appointed pursuant to clause 16.
- (e) **Association** has the meaning set out in clause 1.1.
- (f) **Board** means the governing body of the Association.
- (g) **By-laws** has the meaning set out in clause 20.3.
- (h) **Chair** means the chairperson of a meeting.
- (i) **Constitution** means this constitution of the Association, as may be amended from time to time (in accordance with clause 33).
- (j) **Director** means those Ward Directors, Appointed Directors and Independent Directors that comprise the Board, unless specifically stated otherwise.
- (k) **DIGAD** means the Dairy Industry Good Animal Database.
- (l) **Entity** means a body corporate, company, partnership, trust or other entity.
- (m) **Financial Year** means the financial year of the Association.
- (n) **Full Financial Members** means Honorary Life Members, Senior Members and Long Service Members that are not Suspended.
- (o) **General Meeting** means an Annual General Meeting or a Special General Meeting.
- (p) **Herd Book** means a publication issued by the Association in each Financial Year.
- (q) **Holstein Friesian Dairy Cattle** means bovine breed of dairy cattle that are black and white, or red and white, in colour markings.
- (r) **Independent Director** means a member of the Board appointed pursuant to clause 17.
- (s) **Individual** means a natural person.
- (t) **Matter** means:
 - (i) the Association's performance of its activities or exercise of its powers; or

- (ii) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the Association; or
 - (iii) any other matter that is defined as a “matter” in the Act.
- (u) **Member** means a member of the Association.
- (v) **Ordinary Resolution** means a simple majority of valid votes cast, in accordance with this Constitution, in favour of a resolution.
- (w) **Pedigree Holstein Friesian Cattle** means Holstein Friesian Dairy Cattle that are pedigree Registered, whether or not owned by a Member.
- (x) **Related Entity** means the following Individuals and Entities that are related to a Senior Member or Associate Member, as follows:
 - (i) an Individual or Entity that is a sharemilker of the Senior Member or Associate Member;
 - (ii) an Individual that is an employee of the Senior Member or Associate Member;
 - (iii) an Individual or Entity that is a director, shareholder, trustee or partner of the Senior Member or Associate Member (Governor);
 - (iv) any other Entity that a Governor is a director, shareholder, trustee or partner of;
 - (v) where the Senior Member or Associate Member is a company, any ‘related company’ (as defined in section 2(3) of the Companies Act 1993) of the Senior Member or Associate Member; or
 - (vi) as approved by the Board from time to time.
- (y) **Representative** means an Individual appointed by a Member that is an Entity, pursuant to clause 6.3.
- (z) **Registered** in respect of an animal, means that the animal is registered under the By-laws.
- (aa) **Special General Meeting** or **SGM** has the meaning set out in clause 24.4.
- (bb) **Special Resolution** means a majority of 75% of valid votes cast in favour of a resolution, in accordance with this Constitution.
- (cc) **Suspend, Suspended** and **Suspension** in relation to membership means that all rights and benefits of membership (but not obligations) are suspended and cannot be exercised by the Member.
- (dd) **Ward Director** means a member of the Board elected pursuant to clause 15.
- (ee) **Working Day** has the meaning given in the Companies Act 1993.
- (ff) **Written Notice** means hand-written, printed or electronic communication of words, or a combination of these methods. Written Notice may be provided by email. The Association may provide Written Notice to a Member using the email address for that Member in the Register of Members. Written Notices may be provided to the Association and to the CEO by email to the email address of the CEO current at the time of the Written Notice.

38. **TRANSITIONAL PROVISIONS**

- 38.1 **Re-registration:** The Board shall cause the Association to be re-registered under the Act as soon as reasonably practicable after the adoption of this Constitution at a General Meeting. Pursuant to clause 10 of Schedule One of the Act, this Constitution will become effective once the Association is re-registered under the Act.
- 38.2 **Board transition processes:** On adoption of this Constitution, the implementation of clauses 15 to 18 (inclusive) will be deferred, and clause 6 of the constitution in effect immediately prior to adoption of this Constitution (**Prior Constitution**) will continue to apply, until the conclusion of the Annual General Meeting in June 2026 (**Next AGM**). All Directors in office immediately after the conclusion of the Annual General Meeting at which this Constitution is adopted shall (notwithstanding all other provisions of this Constitution) remain in office until the conclusion of the Next AGM. For the avoidance of doubt, election processes for the June 2025 AGM will be undertaken in accordance with the Prior Constitution, and election processes for the Next AGM will be undertaken in accordance with this Constitution.
- 38.3 **Reduction in Board size:** The effect of clause 38.2 means that the makeup of the Board will change with effect from the conclusion of the Next AGM, including a reduction of the number of Ward Directors from 9 to 7, re-organisation of wards, the introduction of Associate Directors and Independent Directors, and changes to the role of Appointed Directors. To give effect to such changes, the Directors shall agree amongst themselves, at least 120 days prior to the Next AGM, which Ward Regions each of the Directors will transition into (ie Upper North Ward Region, Lower North Ward Region, Upper South Ward Region or Lower South Ward Region) and if there are more Directors than seats available in each Ward or a Ward Region is not represented, then who will resign to ensure that the requirements of clause 15 will be complied with, and which elections are required to be undertaken for any resulting Ward Director vacancies. If the Ward Directors cannot so agree, then:
- (a) the term of all Ward Directors will expire with effect from the conclusion of the Next AGM. Each Ward Director's term will be reduced as necessary to give effect to such expiry, notwithstanding that the Ward Director has not served a full three (3) year term. The period served as a Director shall still comprise a term;
 - (b) elections shall be held for all Ward Director positions at the Next AGM (using the election process set out in this Constitution);
 - (c) Ward Directors in office when this Constitution is adopted may be nominated as a proposed Ward Director in the elections at the Next AGM, provided they have at least one term remaining to be served and comply with all other requirements of this Constitution; and
 - (d) to give effect to the Rotation Requirement, the Ward Directors elected at the Next AGM will agree amongst themselves which Ward Director has a 1, 2 or 3 year term, or failing such agreement, the length of term shall be determined by drawing straws.
- 38.4 **Office:** Immediately after the 2025 AGM, the President, Vice President and Treasurer will be appointed to office (from the then current Directors) in accordance with clause 14.2, and will remain in office until the conclusion of the Next AGM
- 38.5 **Prior Director Terms:** Any time or terms served in office by a Director prior to the adoption of this Constitution, shall be included within the calculation of time or terms served by that Director under this Constitution.
- 38.6 **Members:** All members of the Association immediately prior to the date that this Constitution is adopted shall continue to be Members as provided for, and on the terms contained, in this Constitution, after it is adopted. From the date that this Constitution is adopted, Branches will no longer be a member of the Association.

- 38.7 **Authority:** The Board has the authority to complete such documents, pay such costs and do such things as are necessary to:
- (a) complete the transition of the Association from the constitution in force immediately prior to this Constitution being adopted, to this Constitution;
 - (b) the re-registration of the Association under the Act; and
 - (c) the preparation, update and implementation of the By-laws and any other governing documents relating to the Association (except this Constitution), as considered necessary by the Board.
- 38.8 **Branches:** All branches of the Association established prior to the re-registration of the Association under the Act shall continue to be Branches of the Association thereafter, but will be subject to this Constitution.

SCHEDULE ONE

DISPUTE RESOLUTION PROCESS

1. DEFINITIONS

1.1 A Dispute is a disagreement or conflict between:

- (a) 2 or more Members;
- (b) 1 or more Members and the Association;
- (c) 1 or more Members and 1 or more Directors;
- (d) 1 or more Directors and the Association; or
- (e) 1 or more Members or Directors and the Association; and

the disagreement or conflict relates to any of the following allegations:

- (f) a Member or a Director has engaged in misconduct;
- (g) a Member or a Director has breached, or is likely to breach, an obligation, requirement or duty under the Constitution, Bylaws or the Act;
- (h) the Association has breached, or is likely to breach, a duty under the Constitution, Bylaws or the Act;
- (i) a Member's or a Director's rights or interests as a Member or a Director have been damaged or a Member's or a Director's rights or interests generally have been damaged;
- (j) in the opinion of the Board a Member's conduct is derogatory to the character or prejudicial to the interests of the Association; and/or
- (k) a Member makes a wilful misrepresentation in any publication, social media platform, sale catalogue or advertising in respect of registered Holstein Friesian Dairy Cattle.

2. HOW COMPLAINT IS MADE

2.1 A Member or a Director makes a complaint by giving to the Board (or a complaints subcommittee) Written Notice that:

- (a) states that the Member or Director is starting a procedure for resolving a dispute in accordance with the Constitution; and
- (b) sets out the allegation(s) to which the dispute relates and whom the allegation or allegations is or are against; and
- (c) sets out any other information or allegations reasonably required by the Association.

2.2 The Association makes a complaint involving an allegation against a Member or a Director by giving to the Member or Director Written Notice that:

- (a) states that the Association is starting a procedure for resolving a dispute in accordance with the Constitution; and
- (b) sets out the allegation to which the dispute relates.

- 2.3 The information setting out the allegations must be sufficiently detailed to ensure that an Individual or Entity against whom an allegation or allegations is made is fairly advised of the allegation or allegations concerning them, with sufficient details given to enable that Individual or Entity to prepare a response.
- 2.4 A complaint may be made in any other reasonable manner permitted by the Constitution.
- 2.5 All Members or Directors are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the Association's activities.
- 2.6 The complainant raising a dispute, and the Association, must consider and discuss whether a dispute may best be resolved through informal discussions, mediation, arbitration, or a tikanga-based practice. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

3. INTERIM SUSPENSION

- 3.1 Depending on the seriousness of the complaint and at the discretion of the Board and/or the CEO, the Respondent may be immediately notified that they are temporarily Suspended pending an investigation and/or until a hearing if any.

4. PERSON WHO MAKES COMPLAINT HAS RIGHT TO BE HEARD

- 4.1 A Member or a Director who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- 4.2 If the Association makes a complaint:
- (a) the Association has a right to be heard before the complaint is resolved or any outcome is determined; and
 - (b) a Director may exercise that right on behalf of the Association.
- 4.3 Without limiting the way the Member, Director or Association may be given the right to be heard, they must be taken to have been given the right if:
- (a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
 - (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing;
 - (c) an oral hearing (if any) is held before the decision maker; and
 - (d) the Member, Director or Association's written, or verbal statement or submissions (if any) are considered by the decision maker.

5. PERSON WHO IS SUBJECT OF COMPLAINT HAS RIGHT TO BE HEARD

- 5.1 This clause applies if a complaint involves an allegation that a Member, Director or the Association (**Respondent**):
- (a) has engaged in misconduct;
 - (b) has breached, or is likely to breach, a duty under the Constitution, Bylaws or Act; or
 - (c) has damaged the rights or interests of a Member or Director or the rights or interests of Members or Directors generally.
- 5.2 The Respondent has a right to be heard before the complaint is resolved or any outcome is determined.

- 5.3 If the Respondent is the Association, a Director may exercise the right on behalf of the Association.
- 5.4 Without limiting the way a Respondent may be given a right to be heard, a Respondent must be taken to have been given the right if:
- (a) the Respondent is fairly advised of all allegations concerning the Respondent, with sufficient details and time given to enable the Respondent to prepare a response;
 - (b) the Respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held);
 - (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing;
 - (d) an oral hearing (if any) is held before the decision maker; and
 - (e) the Respondent's written statement or submissions (if any) are considered by the decision maker.

6. INVESTIGATING AND DETERMINING DISPUTE

- 6.1 The Association must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with the Constitution, ensure that the dispute is investigated and determined.
- 6.2 Disputes must be dealt with under the Constitution in a fair, efficient, and effective manner and in accordance with the provisions of the Act.

7. ASSOCIATION MAY DECIDE NOT TO PROCEED FURTHER WITH COMPLAINT

- 7.1 Despite clause 6 above, the Association may decide not to proceed further with a complaint if:
- (a) the complaint is considered to be trivial; or
 - (b) the complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) that a Member or Director has engaged in material misconduct;
 - (ii) that a Member, Director or the Association has materially breached, or is likely to materially breach, a duty under the Constitution, Bylaws or the Act; or
 - (iii) that a Member's or Director's rights or interests or Members' or Director's rights or interests generally have been materially damaged;
 - (iv) the complaint appears to be without foundation or there is no apparent evidence to support it;
 - (v) the Individual or Entity who makes the complaint has an insignificant interest in the matter;
 - (vi) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the Constitution; or
 - (vii) there has been an undue delay in making the complaint.

8. ASSOCIATION MAY REFER COMPLAINT

- 8.1 The Association may refer a complaint to:
- (a) a subcommittee or an external Individual or Entity to investigate and report; or
 - (b) a subcommittee, an arbitral tribunal, or an external Individual or Entity to investigate and make a decision.
- 8.2 The Association may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

9. DECISION MAKERS AND DECISIONS

- 9.1 An Individual or Entity may not act as a decision maker in relation to a complaint if two or more Directors or members of a complaints subcommittee consider that there are reasonable grounds to believe that the Individual or Entity may not be:
- (a) impartial; or
 - (b) able to consider the matter without a predetermined view.
- 9.2 The Board, complaints sub-committee, tribunal or external Individual or Entity, as the case may be, to whom a complaint is referred, may:
- (a) dismiss the complaint;
 - (b) uphold the complaint and make such directions as they consider appropriate, with which the Association, Directors, Members must comply, including but not limited to issuing an apology and/or remediating the loss or damage; and/or
 - (c) uphold the complaint and:
 - (i) reprimand or admonish the relevant Directors and/or Members;
 - (ii) Suspend the relevant Members and/or Directors from membership of the Association for a specified period, or terminate the relevant Members' and/or Directors' membership of the Association;
 - (iii) remove the relevant Director from the Board;
 - (iv) impose fines on Members for breach of any such regulations and By-laws; and/or
 - (v) order the Directors or Members who are the subject of the complaint to meet any of the Association's reasonable costs in dealing with the complaint.
- 9.3 All decisions under clause 9.2 shall be final and may not be appealed.
- 9.4 Resignation by a Member or Director shall not necessarily end, suspend or terminate the dispute resolution process set out in this Schedule One, or relieve a Member or Director from liability in respect of any decision made under clause 9.2.