

Proposed New Constitution

dated 30 October 2019

CONSTITUTION

OF

**TE HŪMEKA WAIKATO MĀORI BUSINESS
NETWORK INCORPORATED**

Dated

2019

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1.0 NAME

The name of the society is Te Hūmeka Waikato Māori Business Network Incorporated (the Network).

2.0 INTERPRETATION

2.1 **Definitions:** The following capitalised words and expressions in the Constitution will have the meanings assigned to them unless such meanings are excluded by or repugnant to the context or the subject matter of the Act;

- (a) "Act" means the Incorporated Societies Act 1908 as amended, or any substitute act passed by Parliament.
- (b) "Administrator" means the person elected as the administrator of the Network under Rule 6.1.
- (c) "AGM" means an Annual General Meeting held in accordance with Rule 9.0.
- (d) "Board" means the Officers who constitute the Board from time to time in accordance with Rule 6.2.
- (e) "Board Hui" means a meeting of the Board in accordance with Rule 6.16 at which a valid quorum of Officers is represented.
- (f) "Chairperson of a Meeting" means the Tumuaki or a Member of the Board acting as the chairperson of a meeting of Members appointed in accordance with Rule 8.7.
- (g) "Chartered Accountant" means a chartered accountant elected at an Annual General Meeting pursuant to Rule 11.0.
- (h) "Constitution" means these rules of the Network in force and as may from time to time be amended in accordance with Rule 13.0.
- (i) "Financial Manager" means the person elected financial manager in accordance with Rule 6.1.
- (j) "Financial Year" means the period from 1 July in any year to 30 June in the succeeding year, inclusive of both days.

- (k) "General Meeting" means a general meeting of Members in accordance with Rule 8.0 at which a valid quorum of Members is represented. "Kaupapa of Te Hūmekā Waikato Māori Business Network Incorporated" means the primary objective of Te Hūmekā Waikato Māori Business Network Incorporated as set out in Rule 3.1.
- (l) "Member" means subject to these Rules, a Person who complies with and has been accepted as a Member under Rule 4.1.
- (m) "Membership" means the Members unless the context otherwise requires.
- (n) "Network" means the Network.
- (o) "Officer" means any of the officers of the Network under Rule 6.1.
- (p) "Rules" means the rules contained in this Constitution as may from time to time be amended in accordance with Rule 13.0.
- (q) "Related Person" has the same meaning as provided in the Income Tax Act 2007.
- (r) "SGM" means a Special General Meeting of the Members convened in accordance with Rule 10.0.
- (s) "Tumuaki" means the chairperson or chairpersons of the Network, appointed in accordance with Rule 6.1(a).

2.2 **Numbers and Headings:** In these Rules, unless the context otherwise requires:

- (a) Words importing the singular number include the plural, and vice versa; and
- (b) Headings will not affect the interpretation of these Rules.

3.0 THE KAUPAPA OF TE HŪMEKA WAIKATO MĀORI BUSINESS NETWORK INCORPORATED

"Tera ano oku nei hoa kei nga topito e wha o te ao. Ko nga Huumeka, ko nga parakimete me nga kamura." King Tāwhiao.

My friends will come from all parts of the world. From the working classes the shoemakers, blacksmiths and carpenters.

It is through coming together and networking that we can ensure that the right result is achieved for all.

3.1 The Kaupapa of the Network is to:

- (a) Develop Māori businesses in Tainui Waka;
- (b) Promote and support Māori business in a manner which is environmentally responsible, economically sustainable and that recognises and protects the spiritual, physical and cultural values of the peoples in the region;
- (c) Provide a referral service to all appropriate organisations, professionals and Runanga for proposed and existing Māori business ventures;
- (d) Provide the business forum for interaction on personal, electronic and written levels, and form strong relationships with strategic allies in the public and private sectors;
- (e) Provide an environment that fosters business education and development within a cultural context. To undertake education, research and business training courses;
- (f) Widely promote Members' products and services and to celebrate Māori success;
- (g) Provide high quality service delivery by Members which appropriately addresses the needs of Māori businesses, encouraging high quality and professionalism;
- (h) To provide Manaakitanga to the above Māori business ventures;
- (i) Tautoko the above Māori business ventures; and
- (j) Provide an effective and efficient governance structure.

4.0 MEMBERSHIP

4.1 **Members:** Any individual or other entity interested in encouraging, supporting and promoting Māori in business is eligible to become a Member.

4.2 **Applying for Membership:** Applications for Membership may be made by:

- (a) Completing such application form as the Board may from time to time determine; and
- (b) Delivering the application form together with the prescribed annual subscription (if any);

- (i) Where an individual becomes a Member part way through any Financial Year, the annual subscription fee will be apportioned according to the amount of time remaining in that Financial Year;

in accordance with these Rules to the Administrator of the Network.

4.3 All such applications will be considered by the Board which may either grant or decline Membership in its discretion (and without giving any reasons for that decision) provided that if an application is declined any annual subscription tendered by the applicant will immediately be returned or refunded.

4.4 Applicants for Membership will, on request, supply such further details as are reasonably requested by the Board in order to consider the application for Membership.

4.5 Upon acceptance of an application by the Board the applicant will (subject to payment of any annual subscription payable) become a Member and receive a copy of the Constitution.

4.6 Where an entity applies to become a Member, membership will be granted with one (1) representative (such as a Director or Officer) exercise the rights and receive any benefits of a Member, including being able to exercise a single vote on behalf of the entity.

4.7 **Obligations and responsibilities of Membership:** Every Member will:

- (a) Comply with standards of generally accepted good commercial practice and a code of ethics as prescribed by the Board of the Network;
- (b) Act in a way to maintain and enhance the good image of the Network;
- (c) Give full effect to the Kaupapa of the Network; and
- (d) Pay to the Network on or before the date prescribed by the Board any annual subscription for each Financial Year fixed by the AGM under Rule 9.1(c) and in the case of a new Member such proportion of the annual subscription. Subscriptions will be non-refundable.

4.8 **Disqualification:** The Board may suspend or terminate any Membership for any action which may be unsatisfactory or otherwise contrary to the best interest of the Network in the opinion of the Board, including non-compliance with Rule 4.7.

4.9 Resignation

- (a) If any individual's annual subscriptions have not been paid or renewed by the due date, that individual's membership ceases after 3 months; and
- (b) Where membership ceases in the manner at Rule 4.9(a) that individual's liability as a member will be removed.

5.0 INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED FOR CHARITABLE PURPOSES

- 5.1 **Application of Income:** Any income, benefit or advantage will be applied to the charitable purposes of the Network.
- 5.2 No Member or any person associated with a Member will participate in or materially influence any decision made by the Network Incorporated in respect of the payment to or on behalf of that Member or associated person of any income, benefit or advantage whatsoever.
- 5.3 Any such income paid will be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).

6.0 BOARD

- 6.1 The Board of the Network will consist of a minimum of five (5) and a maximum of seven (7) Officers. At the first Board hui in each Financial Year the Board will determine roles of Officers, which will include:
 - (a) The Tumuaki which can be one or two persons to act as the chairperson/s.
 - (b) Finance Manager;
 - (c) Administrator; and
 - (d) and any other roles deemed necessary by the Board.
- 6.2 Officers will:
 - (a) Be Members;
 - (b) Be elected at the AGM in accordance with the process set out in rules 6.6 and 9.1(b);
or;
 - (i) Be co-opted in accordance with rule 6.10.

- (c) Hold office for three years from the date of the election, but may be eligible for re-election; and
- (d) Except for fair and reasonable meeting fees set at the discretion of the Board and disclosed at the AGM, receive no payment, fee or reward for their services as members of the Board, unless otherwise agreed by an AGM.
- (e)

Nominations for Officers

6.3 The Network will elect a new Board every three (3) years at the AGM.

- (a) To give effect to Rule 6.4, all Officers of the existing Board must resign, with effect immediately after the AGM.

6.4 At least three (3) months prior to the relevant AGM, the Board will notify all Members asking them to nominate a representative to stand for election to the Board.

6.5 Nominations for Officers will be made in such way as the Board determines from time to time as appropriate. If not stipulated, the default process must be followed. Nominations to be:

- (a) Made in writing;
- (b) Signed by, or on behalf of, two Members and the nominee; and
- (c) Delivered to the Administrator no later than twenty-one (21) days prior to the date of the relevant AGM.

6.6 If insufficient nominations are received to fill the minimum number of vacancies, the Board within the time provided by the specified nomination process, nominations required to fill the vacancies on the Board may be received up to the commencement of voting at the AGM.

6.7 The office of an Officer will be vacated if an Officer:

- (a) Ceases to be a Member; or
- (b) Becomes bankrupt or makes any arrangement or composition with his or her creditors generally; or

- (c) Becomes of unsound mind and subject to a personal and/or property order made under the Protection of Personal and Property Rights Act 1988; or
- (d) Resigns his or her office by notice in writing to the Board; or
- (e) Is not re-elected following the expiry of their three (3) year term holding office at the ensuing AGM in accordance with Rule 9.0; or
- (f) Is removed from office by the Members by simple majority of 75% by the Network in General Meeting for any reason.

6.8 **Powers of Board:** The business and affairs of the Network will be managed and controlled by the Board which (in addition to any other powers expressly conferred on the Board by these Rules and/or the Act) may undertake any matters consistent with the Kaupapa unless such matters are expressly forbidden by these Rules or are expressly directed or required by these Rules to be exercised or done by the Network in General Meeting.

6.9 **Finance and Accounts:** The Board will, subject to an approved finance policy set by the Board, control all funds and expenditure of the Network.

Power to fill vacancies

6.10 The Board will have power by simple majority to co-opt Members to fill any vacancy to maintain the Officer membership between five (5) and seven (7) at all times.

6.11 Where an Officer is co-opted, that Member must stand down (although may be re-elected) at the next possible AGM and an election held to appoint a new Officer if required.

6.12 Notwithstanding anything in this Rule, it will not be necessary to nominate any Officer who will without such nomination be eligible for re-election as a Officer.

6.13 The Board may act notwithstanding any vacancy in its members but if and so long as its members are reduced in number below the quorum prescribed in Rule 6.15 the Board may act for the purpose of summoning a General Meeting but for no other purpose.

Project Teams

6.14 The Board may set up and regulate the proceedings of any project team consisting of such Members as it will see fit or such other persons as it will nominate. Such project team will be created to do all such things in connection with the affairs of the Network as may fall within

its terms of reference provided by the Board, unless the same are inconsistent with the express provisions of these Rules.

Board Hui

- 6.15 Board Hui will be held a minimum of four (4) times per year at such times and at such places as the Board think fit. A quorum for all Board Hui will consist of four (4) Officers.
- 6.16 Any two (2) Officers may request a Board Hui, and in response to that request the Administrator will then call a Board Hui within fourteen (14) days of that request.
- 6.17 All acts done at any Board Hui or by any Officer will, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any Officer or that any Officer was disqualified, be as valid as if such Officer had been duly appointed and was qualified to be an Officer.
- 6.18 If an Officer is absent for four (4) consecutive hui without apology and/or reasonable justification of absence, the Board by majority vote may terminate their office at a Board hui where all other Officers are present, other than the Officer who is being voted on.
- 6.19 Board Hui can be held in person or via any other means of communicating including telephone and audio-visual communication

Interested Officers

- 6.20 **Definition of interested Officer:** For the purposes of these Rules an Officer will be “interested” in a matter if the Officer:
- (a) is a party to, or will derive a material financial benefit from, that matter;
 - (b) has a material financial interest in another party involved in the matter;
 - (c) is a director, officer or Officer of another party to (or person who will or may derive a material financial benefit from) the matter, not being a party that is wholly owned (or in the case of a Network controlled), by the Network or any other member of the Network;
 - (d) is the parent, child or spouse of another party to, (or person who will or may derive a material financial benefit from) the matter; or

(e) is otherwise directly or indirectly interested in the matter.

6.21 **Disclosure of Interest to other Officers:** Immediately after becoming aware of the fact that he or she is interested in a transaction or proposed transaction with the Network, an Officer must disclose to his or her co-Officers at a Board Hui:

(a) if the monetary value of the Officer's interest is able to be quantified, the nature and monetary value of that interest; or

(b) if the monetary value of that Officer's interest cannot be quantified, the nature and extent of that interest.

6.22 An Officer will not vote in respect of any contract or arrangement in which he or she is interested, and if he or she does so his or her vote will not be counted. An interested Officer will not take part in any deliberation in respect of any matter in which that Officer is interested, nor will the Officer be counted for the purposes of forming a quorum in any meeting to consider such a matter.

6.23 3.3 Recording of Interest:

6.24 A disclosure of an interest by an Officer (and the nature and the extent or monetary value of that interest) is to be recorded in the minute book and the interest register of the Network.

6.25 Prohibition of Benefit:

6.26 In the carrying on of any business by any member of the Network under these Rules, and, in the exercise of any power authorising the remuneration of the Officers, no benefit may be received by any Related Person where that Related Person is able to materially influence the amount of that benefit, or the circumstances in which that benefit is to be received.

Obligations of the Board at Annual General Meetings

6.27 The Board will:

(a) Prepare and place before the AGM an Annual Report (given by the Tumuaiki) summarising the activities of the Network during the last Financial Year; and

(b) Place before the AGM the annual statements (signed by the Tumuaiki and the Finance Manager) of income and expenditure, and assets and liabilities.

7.0 CONTRACTING PRINCIPLES

- 7.1 All documents or agreements that bind the Network (contingent or otherwise) to an amount over \$5,000 will be signed by any two Officers and one must be the Tumuaki (at least one of them if there are two).
- 7.2 Subject to clause 7.1 the Board may by majority resolution, from time to time, direct any one Officer to sign any document or agreement that binds the Network.

8.0 GENERAL MEETINGS

- 8.1 The Administrator will give each Member of the Network not less than fourteen (14) days' notice in writing of the time and place of a General Meeting (AGM, or an SGM) (for the purposes of this Rule, all meetings are referred to as a "Meeting"). Notice may be given in physical or electronic written form in any way deemed appropriate by the Board.
- 8.2 A Meeting will, notwithstanding that it is called by a shorter period of notice than specified in the Rule, be deemed to have been duly called if it is so agreed, in the case of an AGM or an SGM, by 75% of the Members.
- 8.3 The accidental omission to give notice of a Meeting to, or the non-receipt of notice of a Meeting by, any Member will not invalidate the proceedings at that Meeting.
- 8.4 No Meeting can be held unless a quorum of at least fifteen (15) Members, including at least three (3) Officers, are present in person or by proxy.
- 8.5 On any given motion at a Meeting, the Tumuaki will in good faith determine whether to vote by:
- (a) Voices;
 - (b) Show of hands; or
 - (c) Secret ballot.
- However, if any Member demands a secret ballot before a vote by voices or show of hands has begun, voting must be by secret ballot.
- 8.6 No Member or their proxy will be entitled to vote if that Member's annual subscription is in arrears.

- 8.7 All Meetings will be chaired by the Tumuaki. If the Tumuaki is absent, the Board or those present at the Meeting (as the case may be) will elect another Officer to chair that meeting. The Chairperson of a Meeting will have a second or casting vote.
- 8.8 The resolution will be carried or lost with effect from the time the Chairperson of the Meeting declares that it has been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minutes will be conclusive evidence of the fact without proof of portion of votes recorded in favour of, or against, the resolution.
- 8.9 The Chairperson of a Meeting may, if he or she thinks fit, adjourn the Meeting to such place and time (not being later than twelve (12) days after the Meeting being adjourned) as the Chairperson of a Meeting will determine. No business will be transacted at any such adjourned Meeting other than business left unfinished at the Meeting, which has been adjourned.

Proxy Voting

- 8.10 The notice appointing a proxy must be in writing and signed by the Member appointing the proxy.
- 8.11 A proxy may be appointed generally or for a specified period or specified meeting and every notice of proxy will, where appropriate, be in the form or to the effect of the following:

Proxy Form

I,, being a Member of the Branch appoint as my proxy to vote on my behalf at the meeting of Te Hūmekā Waikato Māori Business Network Incorporated as follows:

Either:

- (a) as the proxy thinks fit, or
- (b) in line with the following instructions:

.....
.....
.....

at the meeting of Te Hūmekā Waikato Māori Business Network Incorporated to be held on or any other adjournment of that meeting.

Signed:

9.0 ANNUAL GENERAL MEETINGS

9.1 An AGM shall be held each year no later than three (3) months after the Network’s end of Financial Year Date. The Board will determine where and when the Network will meet within those dates. The business to be considered will include, to:

- (a) Receive the Annual Report of the Tumuaki on the affairs of the Network, and a statement of the financial affairs of the Network;
- (b) Elect the Board, a Chartered Accountant and such delegates and other officers and functionaries as may, from time to time, be required by the Network;
- (c) Set the rate of annual subscription for the next Financial Year (if any subscription is deemed necessary for that year);
- (d) Consider any notice of motion of which due notice has been given; and
- (e) Transact any other business raised, which the Tumuaki considers to be ancillary or closely related to any of the business of the AGM or appropriate at that time.

9.2 Notice of motion for the AGM will be in writing and received by the Administrator not later than twenty-one (21) days prior to such AGM and copies of such notices of motion will be sent by the Administrator to each Member not later than fourteen (14) days prior to such AGM.

9.3 The AGM must be held once every year, no later than six months after the end of the Network's Financial Year. The Board is to determine when and where the Network shall meet within those dates and will publicise the date of the AGM no later than 40 days prior to the AGM by reasonable notice to the Members (as determined by the Board).

9.4 The AGM may allow to come forward notices of motion received before or at the AGM but in respect of which there has not been the required period of notice.

10.0 SPECIAL GENERAL MEETINGS

10.1 An SGM may be called by the Board where a simple majority of Officers agree to call such Meeting. Notice of an SGM must follow the same process outlined at Rule 8.1 regarding notice of AGM's.

10.2 The Board must call an SGM if the Administrator receives a written request signed by at least fifteen (15) Members. The required notice of the SGM must be given within fourteen (14) days of such a request.

11.0 CHARTERED ACCOUNTANT

A Chartered Accountant may be elected at the AGM and it will be the duty of the Chartered Accountant to check and examine the accounts of the Network and to report thereon at the next AGM.

12.0 REGISTERED OFFICE

12.1 The registered office will be at such place in the Waikato as the Board may, from time to time, decide.

13.0 AMENDMENTS TO THE RULES

13.1 These Rules may be amended, added to, or rescinded at any General Meeting called for such purpose provided that no amendment, addition or rescission to Rules 3 (Kaupapa), 5 (Income, Benefit or Advantage to be applied to Charitable Purposes) and 14 (Liquidation) made.

13.2 Notice of any proposed alteration, addition, or rescission must be given in writing and received by the Administrator not later than twenty-eight (28) days prior to such General Meeting and a copy of such notice will be sent by the Administrator to each Member not later than fourteen (14) days prior to such General Meeting.

13.3 Where these Rules contain any unintended typographical, grammatical, cross-referencing or other non-material error, the correction of which will not amend the purpose or operation of the clause in question, the Officers will have the power to correct such error by way of a board resolution.

14.0 LIQUIDATION

14.1 The Networks may be voluntarily liquidated if:

- (a) The Network in General Meeting called for that purpose will pass a resolution appointing a liquidator; and
- (b) Such resolution is confirmed by a subsequent General Meeting called for that purpose and held not earlier than thirty (30) days after the General Meeting at which such resolution was passed.

14.2 Upon the liquidation of the Network:

- (a) Any debts, costs and liabilities will be paid;
- (b) No distribution may be made to any Member of the Network; and
- (c) All surplus assets (if any) will be given to such exclusively charitable organisation or organisations within New Zealand of a similar nature to the Network, as the Network in General Meeting may determine.

15.0 EXCLUSION OF LIABILITY

15.1 No action at law or otherwise will lie in favour of Members, Associate Members or their executors or administrators against any Officer or any other officers of the Network for or in respect of any act, matter or thing done, omitted or suffered in good faith in pursuance of the provisions of these Rules, notwithstanding that there may have been an irregularity or informality occurring in or about the doing, or omitting or suffering, of any act, matter or thing.

15.2 No Officer, Chartered Accountant or officer of the Network, will be liable for any other Officer, Chartered accountant or officer, or for joining in any receipt or document, or for any act or concurrence or conformity in any action or for any loss or expense happening to the Network unless the same happened from his or her own wilful default.

16.0 GENERAL RULES

16.1 Unless otherwise agreed to at an AGM, no Officer will be entitled to be remunerated for serving in such capacity but may be paid out-of-pocket expenses incurred by express authority of the Board provided however that any such members show they do work in their professional capacities for or on behalf of the Network will be entitled to charge and be paid for such work.

16.2 Every Member will be bound in respect of the Network by every act of the Board, which is not ultra vires.

16.3 All Members will be deemed to have notice of, and be bound by, this Constitution.

16.4 Any other matter not provided for in this Constitution, or any question arising as to the interpretation of any Rule, will be decided by the Board. At any General Meetings, any such questions will be decided by the Chairperson of a Meeting whose ruling will be final.

17.0 DISPUTE RESOLUTION

17.1 In the event of any difference or dispute arising out of or relating to these Rules or to the Network between the Officers and/or Members, the disputing parties will endeavour to resolve such difference or dispute by discussion and negotiation kanohi ki te kanohi/face to face.

17.2 The parties may agree to resolve such differences or dispute through mediation. If the parties cannot agree on a mediator within 10 working days, the mediator will be appointed by the co-presidents of the Māori Law Society, or where the Māori Law Society is not operational, by the President of the Law Society.

SCHEDULE 1

1.0 ADMINISTRATOR

1.1 Unless otherwise specified by the Board, the functions and responsibilities of the Administrator will include the following to:

- (a) Give notice and prepare agendas for General Meetings and meetings of the Board, or any project team;
- (b) Record, disseminate, and action, as appropriate, the decisions of the Board and the Network in General Meeting;
- (c) Keep full and accurate minutes of all proceedings and resolutions of General Meetings and Board Meetings;
- (d) Liaise with relevant groups or organisations on behalf of the Network;
- (e) Keep or cause to be kept the register of Membership including details of the Members and Associate Members, their name, address, nature of business or occupation and date of commencement of Membership (such register to comply with any relevant privacy laws);

and in addition to doing or causing to be done the above acts, do or cause to be done such other acts as the Board from time to time may require.

2.0 FINANCIAL MANAGER

2.1 Unless otherwise specified by the Board, the functions and responsibilities of the Financial Manager will include the following:

- (a) To open such bank accounts and operate those accounts in such manner as the Board may determine from time to time;
- (b) Bank or cause to be banked in the name of the Network all money received by him or her on behalf of the Network and to issue receipts for such money;
- (c) Disburse or cause to be disbursed the funds of the Network as may be determined by the Board;

- (d) Keep or cause to be kept proper accounting records for the Network and prepare the necessary financial accounts and statements;
- (e) Produce or cause to be produced all books and vouchers in his or her possession required by any auditor;
- (f) Furnish or cause to be furnished returns as required;

and in addition to doing or causing to be done the above acts, do or cause to be done such other acts as the Board from time to time may require.