

INFORMATION FOR REVIEWERS

This constitution draft is based on the Companies' Office Constitution builder with wording taken from the current constitution used where required. The Constitution builder can be found here for comparison:

<https://isb.companiesoffice.govt.nz/constitutionbuilder/introductoryClauses/name>

The Builder has **Mandatory**, **Recommended** and **Optional** sections. Ability to change text in the Mandatory sections is limited.

Items **highlighted in yellow** are already known to need further decision/discussion.

The existing constitution may be found here - [SFFANZ Constitution](#)

SFFANZ DRAFT UPDATED CONSTITUTION

1. **MANDATORY CLAUSE - NAME**

The name of the society is **The Science Fiction and Fantasy Association of New Zealand Incorporated (SFFANZ)** (in these **Rules** referred to as the '**Society**').

2. **MANDATORY CLAUSE - Incorporated society with charitable status**

The **Society** is already registered as a charitable entity under the Charities Act 2005.

3. **MANDATORY CLAUSE - DEFINITIONS**

In these **Rules**, unless the context requires otherwise, the following words and phrases have the following meanings:

'**Act**' means the Incorporated Societies Act 2021 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

'**Annual General Meeting**' means a meeting of the **Members** of the **Society** held once per year which, among other things, will receive and consider reports on the **Society's** activities and finances.

'**Associated Person**' means a person who:

- may obtain a financial benefit from any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) where that person is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of that **Member**
- may have a financial interest in a person to whom any matter being dealt with by any **Member** (as a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) relates
- is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom any matter being dealt with by any **Member** (as

a **Committee Member**, or in any **General Meeting**, or otherwise for the **Society**) relates

- may be interested in the matter because the constitution of the Society so provides.

but no such **Member** shall be deemed to have any such interest:

- merely because that **Member** receives an indemnity, insurance cover, remuneration, or other benefits authorised under this Act; or
- if that **Member's** interest is the same or substantially the same as the benefit or interest of all or most other members of the **Society** due to the membership of those members; or
- if that **Member's** interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence that **Member** in carrying out that **Member's** responsibilities under this Act or the **Society's** constitution; or
- if that **Member** is an officer of a union and that **Member's** interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

'**Chair/President**' means the **Committee Member** responsible for, among other things, overseeing the governance and operations of the **Society** and chairing **General Meetings**.

'**Clear Days**' means complete days, excluding the first and last named days (for instance, excluding the date a **Notice** of meeting is posted or sent to **Members** and the date of the meeting).

'**Committee**' means the **Society's** governing body.

'**Committee Member**' means a member of the Committee, including the Chair/President, Secretary and Treasurer.

'**Deputy Chair/Vice President**' means the **Committee Member** elected or appointed to deputise in the absence of the **Chair/President**.

'**General Meeting**' means either an **Annual General Meeting** or a **Special General Meeting** of the **Society**.

'**Matter**' means (a) the **Society's** performance of its activities or exercise of its powers; or (b) an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society**.

'**Member**' means a person properly admitted to the **Society** who has not ceased to be a member of the **Society**.

'**Notice**' to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.

'**Register of Interests**' means the register of interests of **Committee Members** kept under these **Rules**.

'**Register of Members**' means the register of **Members** kept under these **Rules**.

'**Rules**' means the rules in this document.

‘**Secretary**’ means the **Committee Member** responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, and recording the minutes of **General Meetings** and **Committee** meetings.

‘**Special General Meeting**’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

‘**Statute**’ means the Incorporated Societies Act of 2021.

‘**Treasurer**’ means the **Committee Member** responsible for, among other things, overseeing the finances of the **Society**.

4. **MANDATORY CLAUSE - PURPOSE (Incorporated society with charitable status)**

The **Society** is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely:

- benefit the community by promoting the study and appreciation of science fiction and fantasy. This shall include but not be limited to:
 - a) the awarding of the national science fiction and fantasy awards
 - b) administering the right to convene the national science fiction and fantasy convention
 - c) encouraging the establishment of science fiction and fantasy societies throughout New Zealand
 - d) facilitating communication between fan groups within New Zealand and overseas.

Any income, benefit, or advantage must be used to advance the charitable purposes of the **Society**.

No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by the **Society** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.

Any payments made to a **Member** or **Associated Person** must be for goods and services that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.

5. **RECOMMENDED CLAUSE – ACT AND REGULATIONS**

Nothing in this Constitution authorises the **Society** to do anything which contravenes or is inconsistent with the Incorporated Societies Act (the Statute), any regulations made under the Statute, or any other legislation.

6. **RECOMMENDED CLAUSE – REGISTERED OFFICE**

The Registered Office of the **Society** shall be at such place in New Zealand as the **Committee** from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Statute.

7. **MANDATORY CLAUSE** – POWER TO BORROW MONEY

The **Society** does not have the power to borrow money.

8. **OPTIONAL CLAUSE** – OTHER POWERS

In addition to its statutory powers, the **Society**:

- may use its funds to pay the costs and expenses to advance or carry out its purposes, and to employ or contract with such people as may be appropriate, and
- may invest in any investment in which a trustee may lawfully invest.

The **Society** is to maintain a separate bank account for funds received for the betterment of future Science Fiction and Fantasy Conventions (Convention Fund). Such funds may only be used for the direct costs of recognised Conventions. The Committee may advance, lend or gift money from the Convention Fund to convention committees on such terms and conditions as the Committee determines.

The control and investment of the funds of the **Society** shall be with the Committee. Banking operations on the **Society's** accounts shall be carried out by the Treasurer, or in the absence of the **Treasurer**, by a member appointed by the Committee.

All payments made on behalf of the **Society** shall be authorised by two signatories. The **Treasurer** and any three other **Committee Members** as previously agreed by the **Committee** shall have power to authorise payments.

9. **MANDATORY CLAUSE** – MINIMUM NUMBER OF MEMBERS

The **Society** shall maintain the minimum number of **Members** required by the **Act**.

10. **OPTIONAL CLAUSE** – TYPES OF MEMBERS

A **Member** of the **Society** is a person who has:

- a applied for membership in accordance with this constitution
- b paid the subscription fee for the appropriate period.
- c the application has not been declined by the **Committee** under section 12.

The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

Member: A **Member** is an individual admitted to membership under these **Rules** and who or which has not ceased to be a **Member**.

Life Member: A **Life Member** is a person honoured for meritorious service in the interests of science fiction or fantasy–The Committee shall recommend candidates for Life Membership to the members at a **General Meeting**, with admission by a vote passed by a TWO THIRDS majority of those **Members** present and voting. A **Life Member** shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying subscriptions.

Honorary Member: An **Honorary Member** is a person honoured for services to the **Society** or in an associated field elected as an **Honorary Member** by resolution of

a **General Meeting** passed by a TWO THIRDS majority of those present and voting. An Honorary **Member** has no membership rights, privileges or duties.

11. **MANDATORY CLAUSE – BECOMING A MEMBER – CONSENT**

Every applicant for membership must consent in writing to becoming a **Member**.

12. **MANDATORY CLAUSE – BECOMING A MEMBER – PROCESS**

Application for membership must be:

- a in writing in a form approved by the **Committee**
- b accompanied by the periodic subscription fee.

An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as required by the **Committee**. This form and its signature are deemed consent as required under the previous clause.

The **Committee** may, at its sole discretion, decline an application for membership and refund any fee accompanying the application. The **Committee** must advise the applicant of its decision

13. **MANDATORY CLAUSE – OBLIGATIONS AND RIGHTS**

Every **Member** shall provide the **Society** with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **Society** of any changes to those details.

Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Society**.

14. **RECOMMENDED CLAUSE – OTHER OBLIGATIONS AND RIGHTS**

All **Members** (including **Committee Members**) shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.

Members may:

- a participate in all activities of the **Society** on conditions as determined by the **Committee**
- b hold office in the **Society** according to this Constitution
- c vote at **General Meetings** according to this Constitution
- d receive any notices, newsletters or journals produced by the **Society**.

A **Member** is only entitled to exercise the rights of membership if all subscriptions and any other fees have been paid to the **Society** by due date, but no **Member** or Life **Member** is liable for an obligation of the **Society** by reason only of being a **Member**.

The **Committee** may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Society**, including any conditions of and fees for such access or use.

No **Member** of the **Society** or any person associated with a **Member** shall participate in or materially influence any decision made by the **Society** in respect of the payment to or on

behalf of the **Member** or associated person of any income, benefit or advantage. Any such income paid shall be in an arms length transaction (being the open market value).

15. **RECOMMENDED CLAUSE – SUBSCRIPTIONS AND FEES**

The amount of the periodic subscription fee is to be determined by the **Committee**. The **Committee** may determine different fees and subscriptions for different categories of membership.

If the subscription fee is not changed explicitly by a simple majority vote at the **Annual General Meeting**, it shall remain unchanged for the successive subscription period. Changes to the subscription fee may be recommended by the **Treasurer** to the **Committee** and taken to the **Annual General Meeting** to be voted on.

The **Committee** shall determine what the period of subscription is for each membership period. Such periods of subscription may be more or less than a continuous twelve month period, but shall not be overlapping or for a discontinuous period.

A **Member** who has not paid the periodic subscription for the current period is still a **Member** but has no voting rights at meetings of the **Society**, nor rights to vote in the **Sir Vogel Awards**.

16. **MANDATORY CLAUSE – CEASING TO BE A MEMBER**

A **Member** ceases to be a **Member**:

- on death, or
- by resignation from that **Member's** class of membership by notice to the Secretary, or
- if they have not paid a periodic subscription for the current and previous two periods of subscription, or
- on termination of a **Member's** membership following a dispute resolution process under these Rules.

The **Committee** may by resolution of at least three-quarters of its **Members** expel a **Member** from the **Society** if the member:

- wilfully refuses or neglects to comply with the provisions of this constitution; or
- is guilty of conduct which, in the opinion of the **Committee**, is prejudicial to the interests and objects of the **Society**.

Before resolving to expel a **Member** the **Committee** must give the **Member**:

- o at least two weeks' notice of the **Committee** meeting at which the resolution for expulsion is to be put and of the intended resolution for expulsion; and
- o an opportunity of attending the meeting and giving at that meeting any explanation or defence, oral and/or written, which the **Member** may desire to offer.

17. **RECOMMENDED CLAUSE – OBLIGATIONS ON RESIGNATION**

A **Member** who resigns or whose membership is terminated under these Rules:

- remains liable to pay all subscriptions and other fees to the **Society's** next balance date,
- shall cease to claim membership of the **Society**, and
- shall cease to be entitled to any of the rights of a **Society** Member.

18. **RECOMMENDED CLAUSE – BECOMING A MEMBER AGAIN**

Any former **Member** may apply for re-admission in the manner prescribed for new applicants-

However, if a former **Member's** membership was terminated following a dispute resolution process, the applicant may be re-admitted only by a **General Meeting** on the recommendation of the **Committee**.

19. **MANDATORY CLAUSE – ANNUAL GENERAL MEETINGS**

An **Annual General Meeting** shall be held once a year on a date and at a location determined by the **Committee** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.

Where practicable the **Annual General Meeting** is to be held at the national science fiction and fantasy convention of that year.

20. **RECOMMENDED CLAUSE – ANNUAL GENERAL MEETINGS – BUSINESS**

The business of an **Annual General Meeting** shall be to:

- confirm the minutes of the last preceding **Annual General Meeting** and of any **General Meeting** held since that meeting
- receive and consider the financial accounts and reports of the **Committee** and the auditor (if so appointed) of the accounts
- adopt the **Treasurer's** report on the finances of the **Society**, and the annual financial statements,
- select the **Committee** pursuant to this Constitution
- administer the voting for the right to host the national science fiction and fantasy convention (the Annual Convention) and the particular year that right is to be exercised
- consider any motions
- consider any general business.

The **Committee** must, at each **Annual General Meeting**, present the following information:

- an annual report on the affairs of the **Society** during the most recently completed accounting period,
- the annual financial statements for that period, and
- notice of any disclosures of conflicts of interest made by **Committee Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

21. **RECOMMENDED CLAUSE** – SPECIAL GENERAL MEETINGS

Special General Meetings may be called at any time by the **Committee** by resolution. The **Committee** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 10 **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

The **Rules** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in the **Committee's** resolution or the written request by **Members** for the Meeting.

22. **MANDATORY CLAUSE** – PROCEDURE

The **Committee** shall give all **Members** at least 28 **Clear Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

A notice convening a **General Meeting** must:

- set out the place, date and time for the meeting and, if the meeting is to be held in two or more places, the technology that will be used to facilitate this; and
- state the general nature of any special business to be transacted at the meeting; and
- Include a copy of the financial accounts; and
- contain the text of any proposed alterations if alterations to the Constitution are to be proposed at the general meeting.

The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.

A **Member** wishing to bring any business before a meeting may give notice of that business in writing to the **Secretary**, who must include that business in the notice calling the next general meeting.

All financial **Members** may attend, speak and vote at **General Meetings**:

- in person, or
- by a verifiable written proxy in favour of some individual entitled to be present at the meeting and received by, or handed to, the **Secretary** before the commencement of the **General Meeting**.

No other proxy voting shall be permitted.

Every **Member** has one vote.

- In the event of a tie for the election of officers the matter shall be decided by the toss of a coin.
- In the event of a tie for all other matters the **Chair** of the meeting shall have a casting vote in addition to that **Chair's** deliberative vote.
- No **General Meeting** may be held unless at least 10 eligible financial **Members** attend. This will constitute a quorum. The quorum includes proxy holders.

If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned up to 30 days to a day, time and place determined by the **Chair/President** of the **Society**, and if at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

If at the adjourned **Annual General Meeting** a quorum is not present within 30 minutes after the time appointed for the meeting the **Society** is to be wound up.

- **General Meetings** may be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each member a reasonable opportunity to participate.
- All **General Meetings** shall be chaired by the **Chair/President**. If the **Chair/President** is absent, the **Deputy Chair/Vice President** shall chair that meeting

Any person chairing a **General Meeting** may:

- With the consent of a majority of those present 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.
- Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting, and
- In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.

The **Committee** may put forward motions for the **Society** to vote on ('Committee Motions'), which shall be notified to **Members** with the notice of the General Meeting.

- Any **Member** may request that a motion be voted on ('Member's Motion') at a **General Meeting**, by giving notice to the Secretary at least 14 Clear Days before that meeting. The **Member** may also provide information in support of the motion ('Member's Information').

23. **MANDATORY CLAUSE – MINUTES**

Minutes must be kept by the **Secretary** of all **General Meetings**.

24. **MANDATORY CLAUSE – COMPOSITION**

The **Committee** will consist of no fewer than seven persons and no more than nine **Committee Members** who are:

- current financial **Members**; and
- natural persons; and
- consent to the nomination; and
- not disqualified by these **Rules** or the **Act**.

The ballot for the election of the **Committee** is to be conducted at the **Annual General Meeting** in such usual and proper manner as the current **Committee** may direct.

The incoming **Committee** takes office at the close of the **Annual General Meeting**. The outgoing **Committee** leaves office at the close of the **Annual General Meeting**.

Immediately after each **Annual General Meeting** the **Committee** must elect the officers of the **Committee**; the **Committee** will include:

- a Chair/President,
- a Deputy Chair/Vice President,
- a **Secretary** and a **Treasurer**, who may be the same person, and
- other **Committee Members** as required..

25. **RECOMMENDED CLAUSE – QUALIFICATIONS (Inc society with charitable status)**

Prior to election or appointment, every **Committee Member** must consent in writing to be a **Committee Member** and certify in writing that they are not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act**.

The following persons are disqualified from being appointed or holding office as a **Committee Member**:

- a person who is under 16 years of age,
- a person who is an undischarged bankrupt,
- a person who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993,
- a person who is disqualified from being a member of the **Committee** of a charitable entity under section 31(4)(b) of the Charities Act 2005,
- a person who has been convicted of any of the following, and has been sentenced for the offence, within the last 7 years:
 - an offence under subpart 6 of Part 4,
 - a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961),
 - an offence under section 143B of the Tax Administration Act 1994,
 - an offence, in a country other than New Zealand, that is substantially similar to an offence specified in subparagraphs (i) to (iii),
 - a money laundering offence or an offence relating to the financing of terrorism, whether in New Zealand or elsewhere,
- a person subject to:
 - an order under section 108 of the Credit Contracts and Consumer Finance Act 2003; or
 - a forfeiture order under the Criminal Proceeds (Recovery) Act 2009; or

- a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act.
- a person who is disqualified from being a member of the Committee of a charitable entity under section 16 of the Charities Act 2005.

If it is discovered that there was a defect in the appointment of a person to the **Committee**, or that the person appointed was disqualified, all acts of the **Committee** before the discovery was made are valid as if the person had been duly appointed and was not disqualified.

26. **MANDATORY CLAUSE** – ELECTION OR APPOINTMENT

The election of **Committee Members** shall be conducted as follows

Committee Members shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any **Committee Member** occurs between **Annual General Meetings**, that vacancy shall be filled by resolution of the **Committee** (and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act**).

A candidate's written nomination, accompanied by the written consent of the nominee (who must be a financial **Member**) with a certificate that the nominee is not disqualified from being appointed or holding office as a **Committee Member** by these **Rules** or the **Act**, shall be received by the **Secretary** at least select one **Clear Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.

Votes shall be cast in such a manner as the person chairing the Meeting determines. In the event of any vote being tied, the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).

Two **Members** (who are not nominees) or non-**Members** appointed by the **Chair/President** shall act as scrutineers for the counting of the votes and destruction of any voting papers.

The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.

In the event of any vote being tied, the tie shall be resolved by the incoming **Committee** (excluding those in respect of whom the votes are tied).

27. **RECOMMENDED CLAUSE** - REMOVAL

Where a complaint is made about the actions or inaction of a **Committee Member** (and not in the **Committee Member's** capacity as a Member of the **Society**) the following steps shall be taken:

The **Committee Member** who is the subject of the complaint, must be advised of all details of the complaint.

The **Committee Member** who is the subject of the complaint, must be given adequate time to prepare a response.

The complainant and the **Committee Member** who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing or at an oral hearing by the **Committee** (excluding the **Committee Member** who is the subject of the complaint) if it considers that an oral hearing is required,.

Any oral hearing shall be held by the **Committee** (excluding the **Committee Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by the **Committee** (excluding the **Committee Member** who is the subject of the complaint).

If the complaint is upheld the **Committee Member** may be removed from the **Committee** by a resolution of the **Committee** or of a **General Meeting**, in either case passed by a simple majority of those present and voting.

28. **RECOMMENDED CLAUSE – CESSATION OF COMMITTEE MEMBERSHIP**

A **Committee Member** shall be deemed to have ceased to be a **Committee Member** if that person ceases to be a **Member**.

After submitting a resignation, or ceasing to hold office, each **Committee Member** shall, by arrangement, deliver to the **Secretary** all books, papers and other property of the **Society** held by such former **Committee Member**.

29. **RECOMMENDED CLAUSE – FUNCTIONS**

From the end of each **Annual General Meeting** until the end of the next, the **Society** shall be governed by the **Committee**, which shall be accountable to the **Members** for the advancement of the **Society's** purposes and the implementation of resolutions approved by any **General Meeting**.

30. **RECOMMENDED CLAUSE – OFFICERS' DUTIES MANDATORY**

At all times each **Committee Member**:

- shall act in good faith and in what he or she believes to be the best interests of the **Society**,
- must exercise all powers for a proper purpose,
- must not act, or agree to the **Society** acting, in a manner that contravenes the Statute or this Constitution,
- when exercising powers or performing duties as a **Committee Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of the **Society**, the nature of the decision, and the position of the **Committee Member** and the nature of the responsibilities undertaken by him or her,
- must not agree to the activities of the **Society** being carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, or cause or allow the activities of the **Society** to be carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, and

- must not agree to the **Society** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Society** will be able to perform the obligation when it is required to do so.
- Officers' duties are further detailed in a document:
 - o Agreed by the **Committee**;
 - o Held by the Secretary;
 - o Made available to any **Member** seeking nomination to the **Committee**.

31. **RECOMMENDED CLAUSE – POWERS**

Subject to these **Rules** and any resolution of any **General Meeting** the **Committee** may:

- exercise all the **Society's** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **Society** in **General Meeting**, and
- enter into contracts on behalf of the **Society** or delegate such power to a **Committee Member**, sub-committee, employee, or other person.

32. **RECOMMENDED CLAUSE – SUB-COMMITTEES**

The **Committee** may appoint sub-committees consisting of such persons (whether or not **Members** of the **Society**) and for such purposes as it thinks fit. Unless otherwise resolved by the **Committee**:

- the quorum of every sub-committee is half the members of the sub-committee,
- no sub-committee shall have power to co-opt additional members,
- a sub-committee must not commit the **Society** to any financial expenditure without express authority, and
- a sub-committee must not further delegate any of its powers.

33. **RECOMMENDED CLAUSE – GENERAL ISSUES**

The **Committee** and any sub-committee may act by resolution approved in the course of a telephone conference call or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Committee** meeting.

Other than as prescribed by the **Act** or these **Rules**, the **Committee** or any sub-committee may regulate its proceedings as it thinks fit.

Subject to the **Act**, these **Rules** and the resolutions of **General Meetings**, the decisions of the **Committee** on the interpretation of these **Rules** and all matters dealt with by it in accordance with these **Rules** and on matters not provided for in these **Rules** shall be final and binding on all **Members**.

34. **RECOMMENDED CLAUSE – CONFLICTS OF INTEREST**

A member of the **Committee** and/or of a sub-committee is interested in a matter if the member of the **Committee** and/or sub-committee:

- may obtain a financial benefit from the matter; or
- is the spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, or first cousin of a person who may obtain a financial benefit from the matter; or
- may have a financial interest in a person to whom the matter relates; or
- is a partner, director, member of the **Committee** and/or sub-committee, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.

However, a member of the **Committee** and/or sub-committee is not interested in a matter:

- merely because the member of the **Committee** and/or sub-committee receives an indemnity, insurance cover, remuneration, or other benefits authorised under the **Act**; or
- if the member of the **Committee**'s and/or sub-committee'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**; or
- if the member of the **Committee**'s and/or sub-committee's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Committee** in carrying out the member of the **Committee**'s and/or sub-committee's responsibilities under the **Act** or the **Rules**; or
- if the member of the **Committee** and/or sub-committee is a member of the committee of a union and the member of the **Committee**'s and/or sub-committee's interest is merely as an employee that will benefit from the union acting in the ordinary course of promoting its members' collective employment interests.

A member of the **Committee** and/or sub-committee who is interested in a matter relating to the **Society** 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 **Committee** and/or sub-committee; and
- in an interests register kept by the **Committee**.
- Disclosure must be made as soon as practicable after the member of the **Committee** and/or sub-committee becomes aware that they are interested in the matter.

A member of the **Committee** and/or sub-committee who is interested in a matter:

- must not vote or take part in the decision of the **Committee** and/or sub-committee relating to the matter; and
- must not sign any document relating to the entry into a transaction or the initiation of the matter; but
- may take part in any discussion of the **Committee** and/or sub-committee relating to the matter and be present at the time of the decision of the **Committee** and/or sub-committee (unless the **Committee** and/or sub-committee decides otherwise).

However a member of the **Committee** and/or sub-committee who is prevented from voting on a matter may still be counted for the purpose of determining whether there is a quorum at any meeting at which the matter is considered.

Where 50 per cent or more of **Committee Members** are prevented from voting on a matter because they are interested in that matter, a **Special General Meeting** must be called to consider and determine the matter, unless all non-interested members agree otherwise, and

where 50 per cent or more of the members of a sub-committee are prevented from voting on a matter because they are interested in that matter, the **Committee** shall consider and determine the matter.

35. **RECOMMENDED CLAUSE – FREQUENCY**

The **Committee** shall meet

- as required but at least twice a year

at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Chair/President** or **Secretary**.

36. **RECOMMENDED CLAUSE – PROCEDURE**

The quorum for **Committee** meetings shall be at least three **Committee Members**

37. **MANDATORY CLAUSE – REGISTER OF MEMBERS**

The **Treasurer** shall keep an up-to-date **Register of Members**, recording for each **Member** their name, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by Regulations under **the Act**.

38. **RECOMMENDED CLAUSE – CONTENTS OF REGISTER OF MEMBERS**

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

- name
- postal address - if supplied
- phone number (landline and/or mobile) - if supplied
- email address
- the date the **Member** became a **Member**
- whether the **Member** is financial or unfinancial

Every **Member** shall promptly advise the **Secretary** of any change of their contact details.

39. **RECOMMENDED CLAUSE – ACCESS TO REGISTER OF MEMBERS**

The **Register of Members** must be available for inspection by **Members** at any **General Meeting**.

With reasonable notice and at reasonable times, the **Treasurer** shall make the **Register of Members** available for inspection by **Members** and **Committee Members**.

However, no access will be given to information on the **Register of Members** to **Members** or any other person, other than as required by law.

40. **RECOMMENDED CLAUSE – REGISTER OF INTERESTS**

The **Secretary** shall at all times maintain an up-to-date register of the interests disclosed by **Committee Members**.

41. **OPTIONAL CLAUSE – ACCESS TO OTHER INFORMATION**

A **Member** may at any time make a written request to the **Society** for information held by the **Society**.

The request must specify the information sought in sufficient detail to enable the information to be identified.

The **Society** must, within a reasonable time after receiving a request:

- provide the information, or
- agree to provide the information within a specified period, or
- agree to provide the information within a specified period if the **Member** pays a reasonable charge to the **Society** (which must be specified and explained) to meet the cost of providing the information, or
- refuse to provide the information, specifying the reasons for the refusal.

Without limiting the reasons for which the **Society** may refuse to provide the information, the **Society** may refuse to provide the information if:

- withholding the information is necessary to protect the privacy of natural persons, including that of deceased natural persons, or
- the disclosure of the information would, or would be likely to, prejudice the commercial position of the **Society** or of any of its **Members**, or
- the disclosure of the information would, or would be likely to, prejudice the financial or commercial position of any other person, whether or not that person supplied the information to the **Society**, or
- withholding the information is necessary to maintain legal professional privilege, or
- the disclosure of the information would, or would be likely to, breach an enactment, or
- the burden to the **Society** in responding to the request is substantially disproportionate to any benefit that the **Member** (or any other person) will or may receive from the disclosure of the information, or
- the request for the information is frivolous or vexatious.

If the **Society** requires the **Member** to pay a charge for the information, the **Member** may withdraw the request, and must be treated as having done so unless, within 10 working days after receiving notification of the charge, the **Member** informs the **Society**—

- that the **Member** will pay the charge; or
- that the **Member** considers the charge to be unreasonable.

Nothing in this **Rule** limits Information Privacy Principle 6 of the Privacy Act 2020.

42. **MANDATORY CLAUSE – CONTROL AND MANAGEMENT**

The funds and property of the **Society** shall be:

- controlled, invested and disposed of by the **Committee**, subject to these **Rules**, and
- devoted solely to the promotion of the purposes of the **Society**.

43. **MANDATORY CLAUSE – BALANCE DATE**

The **Society's** financial year shall commence on 1 March of each year and end on the last day of February (the latter date being the **Society's** balance date).

44. **RECOMMENDED CLAUSE – RAISING DISPUTES**

Any grievance by a **Member**, and any complaint by anyone, is to be lodged by the complainant with the **Secretary** in writing and must provide such details as are necessary to identify the details of the grievance or complaint. All **Members** (including the **Committee**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Society's** activities.

The complainant raising a grievance or complaint, and the **Committee**, must consider and discuss whether a grievance or complaint may best be resolved through informal discussions, mediation or arbitration. Where mediation or arbitration is agreed on, the parties will sign a suitable mediation or arbitration agreement.

45. **RECOMMENDED CLAUSE – INVESTIGATING DISPUTES**

This rule concerns any grievances of members relating to their rights and interests as **Members**, and any complaints concerning the alleged conduct or discipline of members, collectively referred to as "disputes."

These disputes procedures are designed to enable and facilitate the fair, prompt and efficient resolution of grievances and complaints.

Rather than investigate and deal with any grievance or complaint, the **Committee** may:

- appoint a sub-committee to deal with the same, or
- refer the same to an external arbitrator, arbitral tribunal, or external visitor (or referee), so long as minimum standards of natural justice and the following requirements under this rule are satisfied,

The **Committee** or any such sub-committee or person considering any grievance or complaint is referred to hereafter as the "decision-maker".

The decision-maker:

- shall consider whether to investigate and deal with the grievance or complaint, and
- may decline to do so (for instance, if the decision-maker is satisfied that the complainant has insufficient interest in the matter or otherwise lacks standing to raise it; the matter is trivial or does not appear to disclose material misconduct or material; the matter raised appears to be without foundation or there is no apparent evidence to support it; some damage to **Members'** interests may arise; or the conduct, incident, event or issue has already been investigated and dealt with by the **Society**).

Where the decision-maker decides to investigate and deal with a grievance, the following steps shall be taken:

The complainant and the **Member**, or the **Society** which is the subject of the grievance, must be advised of all details of the grievance.

The **Member**, or the **Society** which is the subject of the grievance, must be given an adequate time to prepare a response.

The complainant and the **Member**, or the **Society** which is the subject of the grievance, must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.

Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

Where the decision-maker decides to investigate and deal with a complaint, the following steps shall be taken:

The complainant and the **Member** complained against must be advised of all allegations concerning the **Member**, and all details of the complaint.

The **Member** complained against must be given an adequate time to prepare a response.

The **Member** complained against must be given an adequate opportunity to be heard, either in writing or at an oral hearing if the decision-maker considers that an oral hearing is required.

Any oral hearing shall be held by the decision-maker, and/or any written statement or submissions shall be considered by the decision-maker.

A **Member** may not make a decision on, or participate as a decision-maker in regards to a grievance or complaint, if two or more **Committee Members**, or the decision-maker, consider that there are reasonable grounds to infer that the person may not approach the grievance or complaint impartially, or without a predetermined view. Such a decision must take into account the context of the **Society** and the particular case, and may include consideration of facts known by the other **Members** about the decision-maker, so long as the decision is reasonably based on evidence that proves or disproves an inference that the decision-maker might not act impartially.

46. **RECOMMENDED CLAUSE – RESOLVING DISPUTES**

The decision-maker may:

- dismiss a grievance or complaint, or
- uphold a grievance and make such directions as the decision-maker thinks appropriate (with which the **Society** and **Members** shall comply),
- uphold a complaint and:
 - reprimand or admonish the **Member**, and/or
 - suspend the **Member** from membership for a specified period, or terminate the **Member's** membership, and/or
- order the complainant (if a **Member**) or the **Member** complained against, to meet any of the **Society's** reasonable costs in dealing with a complaint.

47. **RECOMMENDED CLAUSE – PROCESS**

The **Society** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.

The **Secretary** shall give **Notice** to all **Members** of the proposed motion to wind up the **Society**, or remove it from the Register of Incorporated Societies and of the **General**

Meeting at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the **Committee** in respect to such notice of motion.

Any resolution to wind up the **Society** or remove it from the Register of Incorporated Societies must be passed by a simple majority of all **Members** present and voting.

48. **MANDATORY CLAUSE - SURPLUS ASSETS (Inc society with charitable status)**

If the **Society** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**, and if any property remains after the settlement of the **Society's** debts and liabilities, that property must be given or transferred to another organisation for a similar charitable purpose or purposes as defined in section 5(1) of the Charities Act 2005.

49. **MANDATORY CLAUSE – AMENDING THESE RULES**

The **Society** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a two-thirds majority of those **Members** present and voting.

Any proposed motion to amend or replace these **Rules** shall be signed by at least 30 per cent of eligible **Members** and given in writing to the **Secretary** at least **14 Clear Days** before the **General Meeting** at which the motion is to be considered, and accompanied by a written explanation of the reasons for the proposal.

At least 30 **Clear Days** before the **General Meeting** at which any amendment is to be considered the **Secretary** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Committee** has.

When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in **the Act** for registration, and shall take effect from the date of registration.

When an amendment is approved by a **General Meeting** it shall be provided to Charities Services within three months of the date of the amendment.

50. **MANDATORY CLAUSE – COMMON SEAL**

The common seal of the **Society** must be kept in the custody of:

- the **Secretary**

The common seal may be affixed to any document by resolution of the **Committee**, and must be countersigned by two **Committee Members** or by one **Committee Member** and:

- the **Secretary**

51. **RECOMMENDED CLAUSE – CONTACT PERSON**

The **Society's** Contact Officer must be:

- At least 18 years of age, and
- A **Committee Member**, and

- At all times be resident in New Zealand, and
- Not disqualified under the Statute from holding that office

and shall be:

- The **Secretary**

Any change in that Contact Officer or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 25 **Clear Days** of that change occurring, or the **Society** becoming aware of the change.

52. **OPTIONAL CLAUSE – BYLAWS**

The **Committee** from time to time may make and amend bylaws, and policies for the conduct and control of **Society** activities and codes of conduct applicable to **Members**, but no such bylaws, policies or codes of conduct applicable to **Members** shall be inconsistent with the **Act**, regulations made under the **Act**, or these **Rules**.

53. **NATIONAL SCIENCE FICTION AND FANTASY AWARDS**

The national science fiction and fantasy awards awarded by the **Society** shall be called "The Sir Julius Vogel Awards" (**Awards**). The **Awards** shall be given annually to recognise excellence in science fiction and fantasy by New Zealanders and New Zealand residents.

Awards may be given for original works published in the calendar year preceding the national convention. Awards may also be given for services in promoting science fiction or fantasy.

Detailed information on the rules and criteria for the Sir Julius Vogel awards is maintained on the **Society** website.

Nominations

The **Committee** shall be responsible for deciding:

- a the categories of awards for nomination
- b the nomination process.

The **Committee** shall be responsible for calling for nominations for the Awards. The calling for nominations shall begin no later than three months before the Annual Convention and shall close no later than one month before the Annual Convention. If there is no Annual Convention to be held in that year then nominations shall open no later than 1 January and close at 11.59 p.m. NZT on 31 March.

After nominations are closed the **Committee** may decide the categories to be awarded by redistributing nominations. Such redistribution is to take into account the number of nominees for any category and whether the nominees in a category are of similar enough nature.

Voting for categories

Ballot papers are to be distributed after the **Committee** has decided the categories to be awarded.

The **Committee** shall be responsible for deciding:

- a) whether voting for the awards shall be restricted to financial **Members** of SFFANZ or shall also include members of the National Science Fiction and Fantasy National Convention for that year

- b) the method of voting, including whether proportional voting shall be used
- c) whether the option of “no award” shall appear on the ballot
- d) whether the option of carrying the nominations forward to the next year shall appear on the ballot
- e) when voting opens
- f) when voting closes, including extending and/or reopening the voting period if insufficient votes have been received to maintain the integrity of the awards.

If there is no Annual Convention to be held in that year then voting shall open no later than 1 May and close at 11.59 p.m. NZT on 31 May.

No person may have the right to complete more than one valid voting ballot paper for the Awards in any one calendar year.

Tied votes

In the event of a tie for winner between nominations in any category all tied nominations will be deemed to have won the award for that category. In the event of a tie for winner between a nomination in any category and the option of “no award” or carrying the nominations forward the nomination shall be declared the winner. In the event of a tie between “no award” and carrying the nominations forward in any category “no award” shall be the winner.

If the total number of votes received in any category of the Awards by the end of this period is fewer than half the total number of **Members** of the **Society**, the **Committee** may at its sole discretion extend the voting period by up to, but not more than, two weeks. Such a decision must be voted on by the **Committee** and immediately communicated to all **Members**.

The **Committee** shall announce the results of the Awards at the Annual Convention. If there is no Annual Convention to be held in that year then the **Committee** shall announce the results of voting by 30 June of that year, or at the conclusion of the **Annual General Meeting**, whichever is more convenient.

