



Organisation Mondiale pour L'Éducation Préscolaire
World Organization for Early Childhood Education
Organización Mundial para la Educación Preescolar
Te Rūnanga ā-ao mō te Mātauranga Kōhungahunga

Registered Charity CC 53036

Constitution of

the Aotearoa New Zealand Committee of

the World Organisation for

Early Childhood Education Incorporated

(OMEP Aotearoa New Zealand)

Dated: 2 October 2021

The Organisation

1.0 Name

The name of the Organisation is the Aotearoa New Zealand Committee of the World Organisation for Early Childhood Education Incorporated (hereinafter referred to as “OMEP Aotearoa New Zealand”, or “the Organisation”). OMEP Aotearoa is a country member of OMEP World. The initials OMEP are taken from the name in French, Organisation Mondiale Pour L'Éducation Préscolaire.

2.0 Registered Office

The registered Office of OMEP Aotearoa New Zealand shall be at such place in New Zealand as may be determined from time to time by the **Executive Committee**, 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.

3.0 Definitions

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

'Act' means the Incorporated Societies Act 1908 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 **Organisation** held once per year which, among other things, will receive and consider reports on the **Organisation'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 **Organisation**) 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 Society's constitution 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

'Child' or 'Children' means a child or children up to the age of eight years.

'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).

'Executive' means the Executive Committee, the **Organisation's** national governing body, including the **President, Vice-President, Secretary and Treasurer**.

‘Matter’ means (a) the **Organisation’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 **Organisation**.

‘Member’ means an **Individual Member** or **Group Member** properly admitted to the **Organisation** who has not ceased to be a member of the **Organisation**. **Life** and **Honorary** membership may be conferred. **Student** membership is a sub-category of **Individual** membership.

‘Memorandum of Understanding’ or **‘MoU’** is a binding document between the **Executive** and a **Regional Rōpū** that sets out shared understandings and the terms upon which the **Regional Rōpū** will operate.

‘Notice’ to **Members** includes any notice given by post, electronic means (including email and website posting) or a combination of these methods 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.

‘OMEP World’ (Organisation Mondiale pour l’Éducation Préscolaire), is the World Organisation for Early Childhood Education, a non-governmental organisation formed in 1948, since which time it has maintained consultative status at the United Nations. **OMEP World** seeks to influence public policies, their implementation, and decisions regarding allocation of resources within political, economic, social and institutional systems, aimed at protecting the right to early childhood education and care.

‘OMEP World Assembly’ is the annual meeting of nation members of **OMEP World**. Every three years the Assembly is held in conjunction with the **OMEP World** Congress.

‘OMEP Aotearoa New Zealand’ means the Aotearoa New Zealand country member of **OMEP World**.

‘Organisation’ means the Aotearoa New Zealand Committee of the World Organisation for Early Childhood Education Incorporated, abbreviated as **OMEP Aotearoa New Zealand**.

‘Organisation Meeting’ means either an **Annual General Meeting** or a **Special General Meeting** of the **Organisation**.

‘President’ means the member of the **Executive** responsible for, among other things, overseeing the governance and operations of the **Organisation** and chairing **Organisation Meetings**.

‘Regional Rōpū’ means a group of 5 or more **Individual Members** that has signed a **Memorandum of Understanding (MoU)** with the **Executive** authorising the group to operate under the terms of that **MoU**.

‘Register of Interests’ means the Register of Interests held by the **Executive** under these **Rules**.

‘Register of Members’ means the Register of **Members** held by the **Executive** under these **Rules**.

‘Rules’ means the Rules in this document.

‘Secretary’ means the member of the **Executive** responsible for, among other things, keeping the **Register of Interests** and recording the minutes of **Organisation Meetings** and **Executive** meetings.

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

‘Subcommittee’ means a group established by the **Executive** for such purposes as it may see fit.

‘Treasurer’ means the member of the **Executive** responsible for, among other things, overseeing the finances of the **Organisation** and keeping **the Register of Members**. This latter role may be delegated by the **Executive** to another **Member**.

‘Vice President’ means the member of the **Executive** elected or appointed to deputise in the absence of the **President**.

4.0 Aims and Objectives

OMEP Aotearoa New Zealand is established and maintained exclusively for charitable purposes (including any purposes ancillary to those charitable purposes), namely to:

- 4.1 Abide by the obligations of member countries to **OMEP World**, as set out in the **OMEP World Constitution**
- 4.2 Foster optimum development of every **child** in regard to physical, cultural, social, intellectual, emotional and spiritual dimensions both in the family and in other social environments
- 4.3 Promote the rights of each **child** and the optimum conditions for their wellbeing and welfare in their family, institutions and society
- 4.4 Promote quality early childhood education in all its forms in Aotearoa New Zealand
- 4.5 Promote an approach to early childhood education that commits to implementation of the articles of Te Tiriti o Waitangi
- 4.6 Honour and uphold the three languages of Aotearoa New Zealand throughout the organisation: Te Reo Māori, English and New Zealand Sign Language (NZSL)
- 4.7 Further the development of multicultural values and practices in early childhood education
- 4.8 Support any organisation, institutional group or individual activity which furthers the cause of quality early childhood education, within the limits of the organisation's resources
- 4.9 Promote research and professional learning and development in the area of early childhood education
- 4.10 Support early childhood programmes which promote sustainability and peaceful interaction
- 4.11 Foster national and international contact, communication and information sharing

Membership

5.0 Membership

- 5.1 The **Organisation** shall maintain the minimum number of **Members** required by the **Act**.
- 5.2 **Membership Year:** The membership year shall be from 1 January until 31 December in any one year.
- 5.3 **Becoming a Member: Process**
 - a) Every applicant for membership must consent in writing to becoming a **Member**.
 - b) An applicant for membership must complete and sign an application form and supply any information, as required by the **Executive**.
 - c) The **Executive** may accept or decline an application for membership. The **Executive** must advise the applicant of its decision (but is not required to provide reasons for that decision).
- 5.4 **Obligations and Rights**
 - a) Every **Individual Member** shall provide the **Executive** with that **Member's** name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **Executive** of any changes to those details.
 - b) Every **Group Member** shall provide the **Executive** with the names and contact details of the two nominated Representatives of that **Group Member** (including postal address, telephone number(s) and any email address) and promptly advise the **Executive** of any changes to those details.
 - c) Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Organisation**.
 - d) All **Members** (including the **Executive**) shall promote the interests and purposes of the **Organisation** and shall do nothing to bring the **Organisation** into disrepute.
 - e) All **Members** are entitled to attend **Organisation Meetings** of OMEP Aotearoa New Zealand and to receive information pertaining to the **Organisation's** activities.

5.5 Types of Membership

There are four categories of membership: **Individual, Student, Group, Life** and **Honorary**.

- a) **Individual** membership is open to any individual who accepts the Aims and Objectives of the **Organisation**, through application to the **Executive**. **Student** Membership may be provided for in any membership year as a sub-category of **Individual** membership, as agreed to at an **Organisation** meeting. Each **Individual Member** is entitled to one vote at **Organisation** meetings.
- b) **Group Membership** may be granted to any organisation, other than a government agency, if it accepts the Aims and Objectives of **OMEP Aotearoa New Zealand**, through application to the **Executive**.
 - At the time of joining, applicants for **Group Membership** must nominate two representatives entitled to represent the group at **Organisation Meetings**. Each representative of a **Group Member** is entitled to one vote on behalf of the group.
 - **Group Members** must notify the **Secretary** at the earliest possible opportunity of any changes in the nominated representatives, along with updated contact details.
 - Only groups that are themselves corporate bodies may be considered for **Group Membership**.
- c) **Honorary Membership** may be awarded by the **Organisation** to anyone whom an **Annual General Meeting** considers worthy of honouring in terms of the Aims and Objectives of the **Organisation**. The honour shall be given sparingly and only when the nominee has shown a level of commitment and dedication seldom seen and where the service rendered has been of nationwide and outstanding nature and can be clearly documented and corroborated.
 - All nominations for **Honorary Membership** of the **Organisation** must be moved and seconded by **members**, agreed to by the nominee, and circulated to **members** within the timeframe specified for **Annual General Meeting** remits.
 - **Honorary Members** have the right to attend **Organisation Meetings** and to have speaking rights but not voting rights.
- d) **Life membership** may be awarded by the **Organisation** to any current or former **Member** whom an **Annual General Meeting** considers worthy of honouring based on services to the **Organisation**.
 - In order to be considered for **Life Membership** of the **Organisation** a nominee must have demonstrated distinguished service in the cause of the **Organisation**. The honour shall be given sparingly and only when the service rendered has been of nationwide and outstanding nature.
 - As a general rule the award shall be open only to any **Member** who has been a financial member for not less than ten years' continuous standing.
 - Nominations for **Life Membership** of the **Organisation** must be moved and seconded by **Members**, agreed to by the nominee, and the nominations. circulated to **Members** within the timeframe specified for **Annual General Meeting** remits.
 - **Life Members** of the **Organisation** have the right to attend **Organisation Meetings** and are entitled to one vote.

5.6 Subscriptions and Fees

The annual subscription and any other fees for membership shall be set by the **Executive** and confirmed by resolution at the **Annual General Meeting**.

5.7 Register of Members

The **Treasurer**, or another **Member** delegated by the **Executive** to this role, must 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 **OMEP World**, by these **Rules** or prescribed by Regulations under the **Act**.

5.8 Privacy

- a) The **Organisation** will respect the privacy of **Members**, in accordance with the Privacy Act 1993 and the **Organisation's** policies.
- b) An **Executive** member will be appointed by the **Executive Committee** to take responsibility for monitoring that the **Organisation** is complying with its Privacy Policy.
- c) **Members** have the right to view and change at any time any personal information held by the **Organisation**, by application to the **Secretary**.
- d) Individuals can only access information about themselves under the **Act**.
- e) Complaints should be notified to the **Executive** and will be dealt with in accordance with the **Organisation's** Complaints Policy, in accordance with the **Act**.

6.0 Cessation of Membership and Regaining Membership

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

- a) Upon death of an **Individual Member** or if a **Group Member** on dissolution of the Group, or
- b) By resignation from that **Member's** class of membership by notice to the **Executive** at any time, or
- c) On termination of a **Member's** membership following a dispute resolution process under these **Rules**.
- d) If the annual membership fee is not paid by 28 February in a membership year that **Member** shall be excluded from membership without prejudice of membership renewal.

6.2 Regaining Membership:

- a) Any former **Member** may apply for re-admission at any time in the manner prescribed for new applicants.
- b) However, if a former **Member's** membership was terminated following a dispute resolution process the applicant may apply for reinstatement after a period of not less than one year after the date of suspension.

6.3 Termination of Membership:

- a) If, for any reason, the **Executive** is of the view that a **Member** is breaching these **Rules** or acting in a manner inconsistent with the Aims and Objectives of the **Organisation**, the **Executive** shall give written notice of termination to the **Member**. The **Executive** notice must:
 - Explain how the **Member** is breaching the **Rules** or acting in a manner inconsistent with the purposes of the **Organisation**.
 - State what the **Member** must do in order to remedy the situation; or state that the **Member** must write to the **Executive** giving reasons why the **Executive** should not terminate the **Member's** membership.
- b) Written notice of appeal against the suspension may be lodged with the **Executive** within 28 **Clear Days** of the date of the suspension. The **Executive** will set up an appeal committee to hear the appeal. The suspended **Member** has the right of representation at this appeal.
- c) A suspended **Member** may apply for reinstatement after a period of not less than one year after the date of suspension.

7.0 Complaints and Dispute Resolution

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."

- 7.1 The **Organisation** will have a Complaints Policy which will be made readily available to **Members** and others on request.
- 7.2 Any person wishing to make a complaint about a **Member** or about the **Organisation** should first approach the person or the **Organisation** directly about the problem.

- 7.3 If the complaint cannot be resolved satisfactorily in this way, the person making the complaint should then lodge a complaint 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 **Executive**) are obliged to cooperate to resolve disputes efficiently, fairly, and with minimum disruption to the **Organisation's** activities.
- 7.4 The complainant raising a grievance or complaint, and the **Executive**, must consider and discuss how the grievance or complaint may best be resolved, in accordance with the Incorporated Societies Act and with the **Organisation's** Complaints Policy.
- 7.5 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 of the **Executive** 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 **Organisation** 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.

Management of the Organisation

8.0 The Executive

- 8.1 Prior to election or appointment, every **Executive** member must consent in writing to be an **Executive** member and certify in writing that they are not disqualified from being appointed or holding office as an **Executive** member by these **Rules** or the **Act**.
- 8.2 The **Executive** will consist of a minimum of five elected **Executive** members who are themselves **Individual Members**, and natural persons, and not disqualified by these **Rules** or the **Act**.
The **Executive** will include:
- a **President**
 - a **Vice-President**
 - a **Secretary**
 - a **Treasurer**
 - an International Co-ordinator
 - And such other **Executive** members as will bring the **Executive's** membership to a maximum of ten.
- a) All members of the **Executive** must be **Individual Members**.
- b) The **Executive** can assign the roles of Membership Officer and Privacy Officer to either an **Executive** member or to a member of a **Subcommittee**, providing the latter are **Individual Members**.
- c) The **Executive** may co-opt *ex officio* members. Co-opted **Executive** members must be **Members** of the **Organisation** and will have voting rights at **Executive** meetings.
- d) Representatives of **Regional Rōpū** who have not been elected to the **Executive**, or co-opted by the **Executive**, may attend **Executive** meetings and contribute to discussion but are not entitled to vote at **Executive** meetings.
- 8.3 **Subcommittees:**
- a) The **Executive** may appoint **Subcommittees** consisting of such persons (whether or not they are **Members** of the **Organisation**) for such purposes as it thinks fit.
- b) Unless otherwise resolved by the **Executive Committee:**
- no **Subcommittee** member shall have power to co-opt additional members
 - a **Subcommittee** must not commit the **Organisation** to any financial expenditure without express authority from the **Executive**
 - a **Subcommittee** must not further delegate any of its powers
 - a **Subcommittee** must not make a public statement on behalf of **OMEP Aotearoa New Zealand** without the prior express consent of the **Executive**

9.0 Election of the Executive

- 9.1 Election of the **Executive** shall take place each year at the **Annual General Meeting**.
- 9.2 Nominations for the **Executive** shall be made in writing or by email to the **Executive** fourteen **Clear Days** prior to the **Annual General Meeting**. The **Executive** will notify **Members** of nominations no less than seven **Clear Days** prior to the **Annual General Meeting**.
- 9.3 Only financial **Members** who are not disqualified from being appointed or holding office as an **Executive** member by these **Rules** or the **Act** may stand for election and vote in elections.
- 9.4 Term of Office:
- a) The term of office for **Executive** members shall be for one year
 - b) If the position of an **Executive** member becomes vacant between **Annual General Meetings**, the **Executive** may appoint another **Individual Member** to fill that vacancy until the next **Annual General Meeting**
 - c) Holders of an existing office are free to accept nomination for a different office even if they have not served the full year of their current office

10.0 Role of the Executive

- 10.1 As a National Committee member of **OMEP World**, the **Executive** will abide by **OMEP World** requirements, which include requirements to:
- Present an annual activity report to **OMEP World**
 - Pay the required annual membership fee
 - Attend international meetings when possible
 - Submit to **OMEP World** current contact information for the **Executive**
 - Follow the working plan set up by the **OMEP World Assembly**, working together with other National Committees.
- 10.2 Subject to the **Rules** of the **Organisation**, the role of the **Executive** is to:
- Administer, manage and control the **Organisation**
 - Carry out the purposes of the **Organisation**
 - Establish the policies and procedures of **OMEP Aotearoa New Zealand**
 - Raise funds by subscriptions and/or donations to further the objectives of the **Organisation**
 - Manage the **Organisation's** financial affairs, including approving the annual financial statements for presentation to the members at the **Annual General Meetings** and establishing a budget
 - Set accounting policies in line with generally accepted accounting practice
 - Establish a travel fund to assist the **Executive** with national travel and where possible to assist the **Executive** or other **Members** to attend international conferences of the **Organisation**
 - Set membership fees, including subscriptions and levies, for approval at an **Organisation Meeting**
- 10.3 Other than as prescribed by the **Act** or these **Rules**, the **Executive** or any **Subcommittee** may regulate its proceedings as it thinks fit.
- 10.4 Subject to the **Act**, these **Rules** and the resolutions of **Organisation Meetings**, the decisions of the **Executive** 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**.

11.0 Powers

- 11.1 All decisions of the **Executive** bind the **Organisation**, unless the **Executive's** power is limited by these **Rules** or by a majority decision of the **Organisation**.
- 11.2 The **Executive** has the power to examine any alleged breach of the **Rules** or Policies and Procedures.
- 11.3 Subject to these **Rules** and any resolution of any **Organisation Meeting** the **Executive** may:
- a) Exercise all the **Organisation's** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **Organisation** in an **Organisation Meeting**, and
 - b) Enter into contracts on behalf of the **Organisation** or delegate such power to an **Executive Member, Subcommittee**, employee, or other person.
- 11.4 Other Powers: In addition to its statutory powers, the **Organisation** may:
- a) 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
 - b) Invest in bank deposits.
- 11.5 Any payments made to a **Member** of the **Organisation** must be for goods and service that advance the charitable purpose and must be reasonable and relative to payments that would be made between unrelated parties.
- 11.6 The **Organisation** does not have the power to borrow money.

12.0 Duties of Executive Members

At all times each **Executive** member:

- 12.1 Shall act in good faith and in what he or she believes to be the best interests of the **Organisation**.
- 12.2 Must exercise all powers for a proper purpose.
- 12.3 Must not act, or agree to the **Organisation** acting, in a manner that contravenes the **Rules** of the **Organisation** or the **Act**.
- 12.4 When exercising powers or performing duties as an **Executive** member, they 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 **Organisation**, the nature of the decision, the position of the **Executive** member and the nature of the responsibilities undertaken by him or her.
- 12.5 Must not agree to the activities of the **Organisation** being carried on in a manner likely to create a substantial risk of serious loss to the **Organisation** or to the **Organisation's** creditors, or cause or allow the activities of the **Organisation** to be carried on in a manner likely to create a substantial risk of serious loss to the **Organisation** or to the **Organisation's** creditors, and
- 12.6 Must not agree to the **Organisation** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Organisation** will be able to perform the obligation when it is required to do so.

13.0 Conflicts of Interest in the Executive or Subcommittee

- 13.1 A conflict of interest exists if the interests or duty of a member of the **Executive** and/or of a **Subcommittee** in a particular matter:

- a) Conflicts, or might conflict, with his or her duty to the charitable entity, and/or
- b) If the member of the **Executive** and/or **Subcommittee**:
 - 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 **Executive** and/or **Subcommittee**, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates.

13.2 However, a conflict of interest does not exist:

- merely because the member of the **Executive** and/or **Subcommittee** receives any benefits authorised under the **Act**, or
- if the interest of the member of the **Executive's** or **Subcommittee'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's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the member of the **Executive** or **Subcommittee** in carrying out the member's responsibilities under the **Act** or the **Rules**.

13.3 When a conflict of interest exists for a member of the **Executive** and/or **Subcommittee**, that member must declare the nature of the conflict or the potential conflict as soon as the member becomes aware that they have an interest in the matter.

13.4 Register of Interests:

- a) The **Secretary** shall, at all times, maintain an up-to-date **Register of Interests** where the **Executive** will register any perceived, current or potential interests. **The Register of Interests** must be regularly maintained and monitored and will include information about:
 - the person affected, and
 - the type of conflict of interest.
- b) At the beginning of every **Executive** or **Subcommittee** meeting, any conflicts of interest must be declared that relate to the agenda items for discussion.

13.5 A member of the **Executive** or **Subcommittee** who has an interest in a matter:

- a) Must not vote or take part in the decision of the **Executive** and/or **Subcommittee** relating to the matter, but
- b) May be present at the time of the decision making (unless the **Executive** and/or **Subcommittee** decide otherwise)
- c) However, a member of the **Executive** and/or **Subcommittee** 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.

Meetings

14.0 Executive Meetings

14.1 **Executive** meetings shall be held at least six times per year.

14.2 **Executive** meetings may be held at such times and places and in such a manner (including by audio, audio and visual, or electronic communication) or other formats as the **Executive** may decide.

14.3 A quorum for an **Executive** meeting shall be a majority of **Executive** members.

14.4 The **President** shall chair the **Executive** meetings, or if the **President** is absent, those **Executive** members present shall elect another **Executive** member to chair that meeting.

- 14.5 All decisions of the **Executive** shall be taken by simple majority vote. In the event of an equal vote, the Chairperson/**President** shall have a casting vote, that is, a second vote.
- 14.6 Only **Executive** members present at an **Executive** meeting may vote at that **Executive** meeting.
- 14.7 Where agreed by the **Executive** decisions may be made by circular email or electronic means outside of **Executive** meetings. Decisions made in this manner will be recorded as such in the Minutes of the following **Executive** meeting.

15.0 Organisation Meetings

- 15.1 An **Organisation Meeting** may be held in person, or by virtual meeting platforms, or a combination of both, as the **Executive** may decide and notify to **Members**.
- 15.2 Notice of **Organisation Meeting**:
- a) The **Secretary** must give all **Members** at least 28 **Clear Days' Notice** of the business to be conducted at any **Annual General Meeting** or **Special General Meeting**; except
 - b) The **Secretary** must give **Members** 40 **Clear Days' Notice** of proposed changes to the Constitution or of a proposal to wind up the **Organisation**.
 - c) If the **Secretary** has sent a **Notice** to all **Members** in good faith, the meeting and its business will not be invalidated simply because one or more **Members** do not receive the **Notice**.
- 15.3 Minutes:
Minutes must be kept by the **Secretary** of all **Organisation Meetings**. Recording of Minutes may be delegated by the **Executive** to another **Individual Member**.
- 15.4 Quorum:
- a) A quorum for an **Organisation Meeting** shall be 15 members. For the purpose of deciding a quorum, representatives of a **Group Member** present at the **Meeting** each count as one individual.
 - b) If within half an hour after the time appointed for an **Organisation Meeting** a quorum is not present the meeting shall stand adjourned to a day, time and place determined by the Chairperson/**President** of the **Organisation**. 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) If there are insufficient **Members** present for a quorum at the following meeting, then those who are present will form a quorum and cover the business for which the meeting was called.
- 15.5 Voting at **Organisation Meetings**
- a) A majority vote shall be a simple majority by all **Members** present and voting.
 - b) Voting will generally be by voices or by a show of hands. However, if any **Member** requests a secret ballot before a vote has begun, voting must be by secret ballot.
 - c) Where **Members** attend a meeting by electronic means, voting may be by electronic ballot.
 - d) Any person chairing an **Organisation Meeting** has a deliberative and, in the event of a tied vote, a casting vote, that is, a second vote.
 - e) Voting entitlements for each category of **Members** shall be as set out in Clause 5.5 of these **Rules**.
 - f) Provision will be made for proxy voting at **Organisation Meetings**. Any **Individual Member** or representative of a **Group Member** can delegate, in writing, their voting rights to another **Member**.
- 15.6 **The Annual General Meeting**
- a) An **Annual General Meeting** shall be held once a year no later than three months after the end of the **Organisation's** financial year, on a date and at a location to be decided by the **Executive** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **Organisation Meetings** shall apply.
 - b) The **Executive** must, at each **Annual General Meeting**, present the following information:

- an annual report on the affairs of the **Organisation** during the most recently complete accounting period
 - the annual financial statements for that period, and
 - notice of any disclosures of conflicts of interest by the **Executive** members during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).
- c) The business of the **Annual General Meeting** shall be to:
- confirm the Minutes of the previous **Annual General Meeting**
 - adopt the annual report on **Organisation** business
 - adopt the **Treasurer's** report on the finances of the **Organisation** and the annual financial statements
 - adopt the OMEP International Coordinator annual report
 - adopt any other reports
 - set subscriptions for the current financial year
 - appoint an accountant to review the financial statements
 - elect the incoming **Executive**
 - consider any motions
 - consider any general business
- d) Business not relevant to the **Annual General Meeting** shall be transacted before or after the **Annual General Meeting** and minuted accordingly.

15.7 Special General Meetings

- a) **Special General Meetings** may be called by the **Executive Committee** at any time.
- b) The **Executive Committee** must call a **Special General Meeting** if the **Secretary** receives a written request signed by at least 10% of the members.

Finances

16.0 Financial

- 16.1 The **Executive** shall be responsible for the financial administration of the **Organisation**.
- 16.2 The financial year of the **Organisation** shall commence on the 1st day of September of each year and end on the 31st day of August in the following year (the latter date being the **Organisation's** balance date).
- 16.3 The funds and property of the **Organisation** shall be:
- a) Controlled, invested and disposed of by the **Executive**, subject to these **Rules**, and
 - b) Devoted solely to the promotion of the purposes of the **Organisation**.
- 16.4 Any income, benefit, or advantage must be used to advance the charitable purposes of the **Organisation**.
- 16.5 No **Member**, or **Associated Person**, is allowed to take part in, or influence any decision made by the **Organisation** in respect of payments to, or on behalf of, the **Member** or **Associated Person** of any income, benefit, or advantage.
- 16.6 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.
- 16.7 The **Organisation** may only use money and other assets if:
- a) It is for the purpose of the **Organisation**
 - b) It is not for the personal or individual benefit of any **Member**; and
 - c) That use has been approved by either the **Executive** or by majority vote of the **Organisation**.

- 16.8 Financial signing authority will be exercised by any two of the following **Members**, to be nominated and agreed to by the **Executive**:
- a) the **Treasurer**, and
 - b) three other **Individual Members**, at least one of whom must be an **Executive** member.

17.0 Assurance on the Financial Statements

At the **Annual General Meeting** the **Organisation** shall appoint an accountant to review the annual financial statements of the **Organisation** (“the Reviewer”). The Reviewer shall conduct an examination with the objective of providing a report that nothing has come to the Reviewer’s attention to cause the Reviewer to believe that the financial information is not presented in accordance with the **Organisation’s** accounting policies. The Reviewer must be a suitably qualified person, preferably a member of the New Zealand Institute of Chartered Accountants and must not be a member of the **Executive**, or an employee of the **Organisation**. If the **Organisation** appoints a Reviewer who is unable to act for some reason, the **Executive** shall appoint another Reviewer as a replacement.

General

18.0 Common Seal

- 18.1 The **Executive** shall provide a common seal for the **Organisation** which is to be retained in the custody of the **Secretary**.
- 18.2 The common seal may be affixed to any document
- a) By resolution of the **Executive**, and must be countersigned by two **Executive** members or by one **Executive** member and the **President**
 - b) By such other means as the **Executive** may resolve from time to time.

19.0 Amending the Rules

- 19.1 Amendments to the **Rules** can only be decided by a two-thirds majority of those **Members** present and voting at the **Annual General Meeting** or a **Special General Meeting** of the **Organisation**.
- 19.2 Any proposed motion to amend or replace the **Rules** shall be signed by at least two **Members** and given in writing to the **Secretary** 45 **Clear Days** before the **Annual General Meeting** or **Special General Meeting** and accompanied by a written explanation of the reasons for the proposal.
- 19.3 Notice of any amendment or replacement of the **Rules** shall be communicated to **Members** 40 **Clear Days** before the **Organisation Meeting** at which the motion is to be considered and accompanied by a written explanation of the reasons for the proposal.
- 19.4 No such amendment shall be approved if it detracts from the charitable nature of the **Organisation**.
- 19.5 When an amendment is approved by an **Organisation Meeting** it shall be notified in the form and manner specified in the **Act** for registration, and shall take effect from the date of registration
- 19.6 When an amendment to the **Rules** is approved by an **Organisation Meeting** it shall be provided to Charities Services within three months of the date of the amendment.

Regional Rōpū

20.0 Regional Rōpū

20.1 Establishment

- a) Any five or more **Individual Members** in any area of Aotearoa New Zealand may apply to the **Executive** for recognition as an **OMEP Aotearoa New Zealand Regional Rōpū**. The application shall include a brief background outlining the **Members** involved, the reasons for establishment, and the likely activities.
- b) The conditions under which a **Regional Rōpū** may operate, and the support available from the **Executive**, will be set out in a **Memorandum of Understanding (MOU)**, which must be agreed to and signed by both parties.
- c) Once an **MOU** is in place, the **Regional Rōpū** will be entitled to hold funds for their specific use in a suffix on the **OMEP Aotearoa New Zealand** account.

20.2 The purposes of Regional Rōpū are to:

- a) Promote the aims and objectives of **OMEP World** and of **OMEP Aotearoa New Zealand** at the local/regional level, including promoting membership of **OMEP Aotearoa New Zealand**.
- b) Provide a programme of local/regional activities that uphold the Aims and Objectives of the **Organisation**, including opportunities for professional learning.
- c) Engage interested people for local action and/or to participate in **OMEP Aotearoa New Zealand** projects and activities.

20.3 Rights and Obligations:

- a) The terms under which **Regional Rōpū** will operate are set out in the **Memorandum of Understanding (MOU)**, including the requirements that they:
 - uphold the aims and objectives of **OMEP Aotearoa New Zealand**
 - abide by the **Rules** of the **Organisation**
 - designate one person as a representative and contact person to liaise between the **Regional Rōpū** and the **Executive**
 - provide the **Executive** with the names and contact details of the representative
 - provide a regular update on activities, as required by the **Executive**
- b) The **Executive** will provide representatives of **Regional Rōpū** with agendas and minutes of **Executive** meetings, newsletters, and any other relevant information.

20.4 **Regional Rōpū** may not make public statements on behalf of **OMEP Aotearoa New Zealand** without the express consent of the **Executive**.

20.5 Representation on the Executive

- a) Representatives of **Regional Rōpū**, may with their consent be co-opted to the **Executive** and/or to national **Subcommittees**.
- b) Representatives of **Regional Rōpū** co-opted to the **Executive** will have speaking rights but will not have voting rights unless they themselves are **Individual Members**.

20.6 Financial – Regional Rōpū

Regional Rōpū will operate their finances as set out in these **Rules**, in accordance with their **Memorandum of Understanding** and the **Organisation's** financial policies including, but not limited to, the following:

- a) **Regional Rōpū** that have not yet signed a **Memorandum of Understanding** may apply to the **Executive** to draw on funds for purposes approved by the **Executive**, in accordance with the **Organisation's** policy. Any funds raised by such **Rōpū** will be identified as such by the **Treasurer** and held on the **Organisation's** national account.
- b) **Regional Rōpū** with a **Memorandum of Understanding** with the **Executive** will be allocated a suffix on the **Organisation's** bank account, for the purpose of identifying funds for use by that **Regional Rōpū**.
- c) **Regional Rōpū** may charge non-members for participating in activities and/or may fundraise for their region, in which case all monies raised will be credited to the regional suffix on the national account.

- d) **Regional Rōpū** may not open or operate a bank account.
- e) Claims for reimbursement of expenses will be made as set out in the **Memorandum of Understanding**.
- f) The **Executive** will authorise reimbursement of expenses up to a specified amount per month, that amount to be set from time to time by the **Executive**. Travel expenses may be claimed only in accordance with clause 20.6(g) below.
- g) Applications for reimbursement of expenses above this agreed amount and/or for 'extraordinary' expenses such as conference attendance and travel must be put in writing to the **Executive** for approval before the expenditure is incurred.
- h) The **Organisation** will not be responsible for any liability contracted or incurred by a **Regional Rōpū** without the authority in writing of the **Executive**. Should any liability be contracted or incurred by a **Regional Rōpū** without the authority of the **Executive** the liability shall rest solely with the person or persons responsible for the same.

20.7 Winding Up of **Regional Rōpū**:

- a) In the situation where a **Regional Rōpū** is no longer active it may be wound up and the **Memorandum of Understanding** cancelled either by:
 - making a written request to the **Executive** to be put into recess or dis-established, or
 - by a decision of the **Executive** that the **Regional Rōpū** is no longer active or meeting its obligations
- b) If the **Regional Rōpū** concerned has been allocated a specific suffix, the **Executive** will hold any assets in trust on behalf of that **Rōpū** for a period of two years, as from the date of the **Executive** meeting at which the dissolution was agreed. At the end of this period, if the **Regional Rōpū** has not re-established, the assets will be included in the **Organisation's** general account.

Winding Up

21.0 Winding Up of the **Organisation**

- 21.1 **OMEP Aotearoa New Zealand** may be wound up, or liquidated, or removed from the Register of Incorporated Societies in accordance with the provisions of the **Act**.
- 21.2 The **Secretary** shall give 60 **Clear Days' Notice** to all **Members** of the proposed motion to wind up the **Organisation**, or remove it from the Register of Incorporated Societies and of the **Organisation Meeting** at which any such proposal is to be considered, of the reasons for the proposal, and of any recommendations from the **Executive** in respect to such notice of motion.
- 21.3 Any resolution to wind up the **Organisation** or remove it from the Register of Incorporated Societies must be passed by a two-thirds majority of all **Members** present and voting.
- 21.4 If the **Organisation** 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 **Organisation'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) the Charities Act 2005.