



The Technology Users Association of New Zealand Incorporated

CONSTITUTION

August 2025

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The following sets out the constitution for the Technology Users Association of New Zealand Incorporated.

1. NAME

- 1.1 The name of the society is the Technology Users Association of New Zealand Incorporated (referred to hereafter as TUANZ).

2. PURPOSES

- 2.1 The primary purpose of TUANZ is to represent the interests of Members in the use of technology and technology enabled communications and in doing so pursue an environment which can offer, in the broadest sense, cost effective services and technology that reflect both the requirements of the users and those of the national interest.

3. DEFINITIONS & INTERPRETATION

- 3.1 If any doubt shall arise as to the correct interpretation of this constitution, the decision of the Board shall be final and conclusive provided such decision is recorded in the minute book of TUANZ.
- 3.2 Nothing in this constitution shall be interpreted as preventing TUANZ from utilising the provisions of the Contracts and Commercial Law Act 2017 and the Board shall be authorised to approve the use of electronic transactions as it sees fit.
- 3.3 A reference to “writing” shall include information recorded in electronic form if the information is readily accessible so as to be usable for subsequent reference.
- 3.4 Unless the context otherwise requires, the following expressions shall have the following meanings:

Act means the Incorporated Societies Act 2022.

Annual General Meeting means a General Meeting of TUANZ held in accordance with section 7.1 and meeting the requirements of the Act for an annual general meeting.

Board means the governing committee of TUANZ constituted in accordance with section 8.

Board member means a member of the Board who is elected or appointed according to the Constitution, and who is an Officer for the purposes of the Act.

Category means a category of membership as determined by the Board from time to time and allocated to a Member.

Conflict Matter has the meaning in clause 8.6.

Contact Person has the meaning under section 5 of the Act.

General Meeting means an Annual General Meeting or a Special General Meeting.

Member means a person or entity who becomes a member of TUANZ in accordance with section 4 and Membership has the corresponding meaning.

Member Representative means the person who represents a member of TUANZ and has voting rights.

Special General Meeting means a General Meeting of TUANZ held in accordance with section 7.3.

4. MEMBERSHIP

- 4.1 Membership will be open to all organisations and individuals having an interest in technology and technology enabled communications in New Zealand.
- 4.2 TUANZ will have the minimum number of members required by the Act.
- 4.3 Members of TUANZ shall consist of Categories as may be determined from time to time by the Board with such rights, other than voting rights, as the Board may determine from time to time.

- 4.4 A register of Registered Members shall contain the name, physical address or email address, contact phone number, membership Category and any other details required by the Incorporated Societies Act. Every current Member shall promptly advise TUANZ of any change in their contact details. If it is brought to TUANZ's attention that a Member's contact details are incorrect, TUANZ will endeavour to contact the Member to confirm the contact details and update the Register of Members accordingly
- 4.5 The Membership Categories and Fees for each Category will be as determined from time to time by resolution of the Board and published on TUANZ's website.
- 4.6 Any person or organisation desiring to become a Member of TUANZ shall submit to TUANZ an application form naming their Member Representative and containing such information and undertakings as TUANZ may require and including the consent of the applicant to become a member. On receipt of a properly completed application the Chief Executive may assign each person or organisation to a Category of Membership.
- 4.7 Organisations may change their Membership Representatives by giving notice to TUANZ.
- 4.8 Any member, or applicant for membership, may request a review of their Membership status or Category of Membership by submitting relevant details to the TUANZ Chief Executive.
- 4.9 Members shall notify TUANZ of any changes to name and contact details of their Membership Representative(s) or the name of their organisation.

5. VOTING RIGHTS

- 5.1 At any General Meeting or Election of Board Members, the number of voting rights a Member Representative has varies according to the type of member. The voting rights for any Organisational Member will be equal to two (2) votes and any Individual Member will be equal to one (1) vote.
- 5.2 No Member shall have any voting rights at a General Meeting if any of their subscriptions or levies are overdue at the date of that meeting.

6. RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP

- 6.1 Any Member may cease to be a Member of TUANZ by giving written notice of their resignation to TUANZ. Resignation shall not take effect until the notice of resignation is received by TUANZ. Except to the extent set out in this constitution, the resigning Member shall remain liable for all outstanding fees, and any other charges due. Where the notice of resignation is received by TUANZ within 60 days of TUANZ issuing an invoice to the resigning Member for the Membership fees, the Membership fees will be waived. In all other circumstances, the membership fees will still be payable by the resigning Member unless the Board determines to waive them.
- 6.2 Any Member whose subscription has been outstanding for six (6) months or has failed to meet any other financial obligation for a similar period may be suspended from Membership of the Association by the Board until all outstanding subscriptions, or other financial obligations, owing by such Member shall have been paid. It will be necessary for the Chief Executive to report this at the Board meeting immediately following the 6 months period requiring the Board to make a decision in each particular instance as to action.
- 6.3 Any Member who, in the reasonable opinion of the Board, brings the Association into disrepute, shall be liable to have their Membership terminated. Such cases shall be considered by the Board who may request, by notice in writing, that the Member resign within a time to be specified in such notice, and in default of the receipt of such a resignation the Board shall deem that Member's Membership to be terminated.
- 6.4 A Member may appeal a notice of request to resign. A written application may be made to the Board, within a time to be specified in the notice of request to resign, requesting reconsideration and stating the grounds for the request.

7. MEETINGS

- 7.1 TUANZ shall hold its Annual General Meeting at such time and place as the Chairperson may determine but not later than six (6) months after the balance date of TUANZ and no later than fifteen (15) months after the previous Annual General Meeting. The financial year shall be from 1 April to 31 March the following year.
- 7.2 At the Annual General Meeting, the Board must provide for discussion the following:
- a) An annual report on the operations and affairs of the association during the most recently completed accounting period;

- b) the annual financial statements for the most recently completed accounting period;
- c) to decide any resolution which must be duly submitted to the CEO in writing not less than 28 days prior to the date of such meeting; and
- d) notice of any disclosures of conflicts of interest made by Officers (or members of Sub-committees) during the period from the last Annual General Meeting to the current Annual General Meeting (including a summary of the matters, or types of matters, to which those disclosures relate).

- 7.3 Special General Meetings shall be convened by the Chairperson of TUANZ upon the written request of not less than 20% of voting Members or upon the resolution of the Board.
- 7.4 At least fourteen (14) days prior to every General Meeting, each Member Representative will be sent an electronically transmitted notice specifying the time, date, place and business of the General Meeting. The notice shall be deemed to be duly delivered on the day it is sent.
- 7.5 A General Meeting of TUANZ shall not proceed without a quorum present. A quorum shall consist of Member Representatives with voting rights totaling at least twenty (20) percent, minimum fifteen (15) votes of the total voting rights in good standing as at the meeting date.
- 7.6 If within half an hour from the time appointed for a General Meeting a quorum is not present, the meeting will stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as notified to the Members. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present will constitute a quorum.
- 7.7 Proxies shall be accepted up to 24 hours before the time of holding the General Meeting. Written proxies must reference a specific meeting and be signed by the authorised Member Representative of the Member organisation granting the proxy. Proxies shall be made part of the minutes of the meeting and shall be counted for purposes of ascertaining a quorum as per 7.4.
- 7.8 Voting on all issues requiring a vote will be by secret ballot or show of hands as determined by the Chairperson. If election of the Board is to be held by postal or electronic ballot (hereinafter referred to as "ballot"), then results of the ballot must be available at the time of the Annual General Meeting. If no ballot is held in advance, the Board members shall be elected at the Annual General Meeting for the ensuing year.
- 7.9 If required, a written resolution outside of a General Meeting is as valid for the purposes of this constitution as if it had been passed at a general meeting if it is approved by no less than 75% of the number of members who are entitled to vote.
- 7.10 Where a dissenting poll is required, a notice shall be sent to all members outlining the proposed change and allow a minimum period of 30 days for Member who disagree with the proposed change to advise TUANZ. If the number of dissenting members exceeds 25% of the voting authorities, a full ballot of members shall be required to confirm the change. If there are 25% or less dissenting voting authorities the change shall take effect and Members shall be advised of the outcome of the poll.

8. WRITTEN RESOLUTION IN LIEU OF A MEETING

- 8.1 Where a matter is to be determined by vote at a Annual General Meeting or Special General Meeting, the Board may resolve for that matter to be determined by written resolution in lieu of a meeting. Where the Board resolve to do this, then the written resolution will be circulated to Members entitled to vote at the email address notified by the Member in the Register of Members. The written resolution will set out the period within which Members must respond with their vote. Such period must not be less than two (2) weeks from the date the resolution is circulated to Members.
- 8.2 A written resolution will be adopted if 75% of Voting Members vote in favour of the written resolution. Voting on the written resolution may be done by such means as determined by the Board (including by electronic means).
- 8.3 Where the written resolution does not receive the required support to pass, the Board may call a General Meeting to debate and vote on the matter the subject of that written resolution.

9. FUNCTIONS OF THE BOARD

- 9.1 The overall governance and strategic direction of TUANZ will be conducted by or under the direction of the Board.
- 9.2 The Board may exercise all the powers of an incorporated society that are not required, either by the Act or this

Constitution, to be exercised by the Members to do all things which are incidental or conducive to the attainment of the purposes of TUANZ

9.3 The Board will:

- a) Act in good faith, in the furtherance of the Purposes and in the best interests of TUANZ;
- b) Exercise powers for proper purposes only;
- c) Comply with the Act and this Constitution;
- d) Exercise reasonable care and diligence as appropriate in the circumstances;
- e) Not create a substantial risk of serious loss to creditors;
- f) Except as required by this Constitution, regulate its own procedures;
- g) Appoint an auditor from time to time as required by the Act;
- h) Not incur an obligation unless a majority of Board Members reasonably believe that TUANZ can perform the obligation.

9.4 The Board may convene sub-committees composed of Member representatives or other appropriate persons. The Board will appoint the Chair of any sub-committee and the Board may delegate such powers to such sub-committees as the Board think fit.

9.5 If the Board appoints or contracts with a Member, then such income paid must be reasonable and relative to what would be paid for fair market value on arm's-length terms (as defined in section 24 of the Act). For the avoidance of doubt, the Board may reimburse any persons (including Members) for services rendered or to be rendered to TUANZ, or for any persons' reasonable expenses legitimately incurred on behalf of TUANZ

9.6 For the avoidance of doubt, TUANZ will not operate for the purpose of, or with the effect of:

- a) any Member deriving any financial gain from Membership of TUANZ, except where TUANZ has paid or reimbursed a Member according to clause 9.5 above;
- b) distributing any gain, profit, surplus or other financial benefit generated by TUANZ's operations to Members (in money or in kind); or
- c) conferring any kind of right, title or interest in TUANZ's property on Members.

Nothing in this Constitution authorises TUANZ to do anything that contravenes or is inconsistent with the Act.

10. BOARD MEMBERSHIP

10.1 The Board shall be comprised of between eight (8) and twelve (12) Members (each an Officer). At the time of calling for the election of Members, the outgoing board shall decide the size of the incoming board. Officers must be a natural person and must not be disqualified from being appointed or holding office as an Officer for the reasons set out in section 47 of the Incorporated Societies Act.

10.2 The Board shall be comprised of at least 75% of elected Officers and no more than 25% of appointed Officers by the incoming board having regard to the board makeup and appointing in areas of specific need.

10.3 The Chief Executive shall be entitled to attend Board meetings but shall not be entitled to vote at these meetings.

10.4 The Board may allocate specific responsibilities to Board members from time to time by majority vote.

10.5 The quorum of the Board shall be fixed by the Board, but unless otherwise agreed will be the Chair and fifty percent of the other Board members.

10.6 The Board shall be authorised to co-opt the assistance from time to time of any persons who are not Members of the Board or TUANZ but whom they consider may assist them to further the objects of TUANZ. Co-opted members shall not have any voting rights and will not count as a member under clause 8.1.

11. CONFLICTS OF INTEREST

- 11.1 Where an Officer has an interest in a matter for any of the reasons set out in section 62 of the Incorporated Societies Act (Conflict Matter), that Officer (Interested Member), must disclose details of the nature and extent of their interest:
- a) to the Board; and
 - b) in the Interests Register (as defined in section 73 of the Incorporated Societies Act), as soon as practicable after the Interested Member becomes aware of their interest in the Conflict Matter.
- 11.2 An Interested Member:
- a) must not vote or take part in the decision of the Board relating to the Conflict Matter unless all members of the Board who are not interested in the Conflict Matter consent;
 - b) must not sign any documents relating to the Conflict Matter unless all members of the Board who are not interested in the Conflict Matter consent; and
 - c) may take part in any discussion of the Board relating to the Conflict Matter and be present at the time of the decision of the Board (unless all members of the Board decide otherwise).
- 11.3 An Interested Member who is prevented from voting on a Conflict Matter may still be counted for the purpose of determining whether there is a quorum at the Board meeting at which the Conflict Matter is considered.

12. VACANCIES

- 12.1 A Board Member will cease to hold office upon:
- a) resigning or retiring by giving written notice to the Board;
 - b) becoming disqualified from being an Officer for the reasons set out in section 47 of the Incorporated Societies Act;
 - c) death.
- 12.2 Any Board Member who:
- a) ceases to work for a Member;
 - b) has been suspended or expelled from TUANZ;
 - c) fails to attend three consecutive Board meetings without having leave of absence or reason considered adequate by the Board.
- shall be deemed to have resigned from the Board and be removed as a Board Member.
- 12.3 Any member of the Board may be removed from office or position by resolution of the Members at a Special General Meeting of TUANZ called for that purpose.
- 12.4 The Board shall have the power to appoint a new member to the Board to cover the vacancy for the remainder of the term that would have been serviced by the Board Member ceasing to hold office. This appointment will not cause the requirements of clause 10.2 to be contravened.

13. ELECTION

- 13.1 Each Officer shall hold office for a term of two (2) years commencing from the end of the Annual General Meeting at which they were elected or are treated as having been elected and shall be deemed to retire at the end of their term. They shall be eligible for re-election but may only serve for three consecutive terms of two years at which time they must stand down for at least one term before being eligible for reelection.
- 13.2 Where a Board member is also Chair that person shall continue as Chair until another is appointed in accordance with section, 10.2 even if that person has retired as a Board Member and has not been reappointed.
- 13.3 No more than one person from any Member organisation may be elected to the Board irrespective of the number

of votes which such Member may hold or the Category of Membership of such Member. In this specific instance, Members who are related companies (as defined by the Companies Act) will be treated as a single Member except where, in the opinion of the Board a related company of a Member is in a significantly different industry to its parent company then this clause shall not apply.

- 13.4 Prior to the Annual General Meeting, TUANZ shall forward to every Member Representative a notice calling for nomination for the election of Board members.
- 13.5 In making a nomination, the person doing so shall provide such information in the format prescribed by the Board, which information shall as a minimum include the full name of the Member the nominee is a representative of, the name and designation of the nominee and the nominee's contact details.
- 13.6 Any person nominated by a Member organisation must be nominated by the recorded Member Representative for that organisation.
- 13.7 If Board members are to be elected at an Annual General Meeting, their election will take place at an Annual General Meeting by ballot and where there is a tie a second ballot of the tied candidates shall be held.
- 13.8 Voting may be done by direct vote of Member Representatives either by post or by electronic means (as determined by the Board), in whatever format the Board authorises.
- 13.9 TUANZ shall forward a list of candidates for Board Members to all Member Representatives on the date not less than fourteen (14) days prior to, where the date is:
- a) by electronic means, the date the voting will close; or
 - b) to take place at the Annual General Meeting, the Annual General Meeting.
- 13.10 Where the Board authorises the voting on Board Member elections to be done by electronic means, the following provisions will apply:
- a) The electronic means of voting will be made available to Member Representatives prior to the Annual General Meeting, and the Voting Members will be notified of the period within which they must submit their electronic vote ("Voting Period").
 - b) For a vote on the Board Members to be valid, the quorum requirements set of in section 7.4 ("Required Quorum") shall apply (where the meeting date shall be deemed to be the closing date for voting). Members must place their votes within the Voting Period. Where a valid vote occurs, then those candidates with the highest number of votes at the end of the Voting Period will be elected as Board members. For the purposes of this constitution, each Board member that is elected by electronic means in accordance with this clause shall be treated as being elected at the next Annual General Meeting following the electronic vote.
 - c) Where there is a tie, the Chief Executive will determine (at its option) either that a second vote by electronic means be held in respect of the tied candidates (in which case paragraphs (i) and (ii) above will apply) or that a second ballot of the tied candidates be held at the next Annual General Meeting. Where it is decided to have that second ballot at the next Annual General Meeting, then the Member Representatives (not withstanding any other provisions of this constitution) shall be advised of this and the candidates to vote on not less than five (5) days before the Annual General Meeting. Where it is decided to have that second ballot by electronic means, section 9.9 will apply but the advance notice may be reduced to three (3) days.
 - d) Where the Required Quorum is not met, the Board will determine (at its option) either that the electronic means of voting be utilised a second time, or that the vote be deferred to the next General Meeting. Where the vote is conducted by electronic means a second time, those Member Representatives voting within the Voting Period will constitute the quorum.
- 13.11 Any Board member of TUANZ who changes employment during their term of office shall be deemed to have offered their resignation to the Board, who shall decide at its next meeting whether or not to accept such resignations. In any case, the Board member must resign at the end of the unexpired term of that resigning Board Member.
- 13.12 In the event of a casual vacancy occurring on the Board the remaining members of the Board may appoint another Member representative to hold office for the remainder of the term of the member who the representative is replacing, or in the case of a new member, until the AGM after the next occurring AGM.
- 13.13 If a Board member is elected by the Board to the position of Chair under section 14 in their final term allowed under clause 13.1, then by a two thirds vote of the current Board members, the Board may provide for the member to serve a further term, subject to their re-election, but the member may not serve more than four contiguous terms.

13.14 Members of the Board will be required to sign a declaration of the form as shown in Schedule A.

14. CHAIR

14.1 The Chair shall be from a Member organisation.

14.2 The Chair is to be appointed by the Board at the first meeting of the Board following the Annual General Meeting where the Chair role is due for re-election. The Chair shall be eligible for re-election.

14.3 The duties of the Chair shall be to preside at all meetings of TUANZ and to report upon all transactions and negotiations affecting the work of TUANZ.

14.4 The Chair may seek guidance from Standing Orders, which shall be agreed to, from time to time, by the Board.

14.5 In the event of a tied vote at a meeting of the Board, the Chair will have a casting vote.

14.6 The Chair shall have the right to exclude any Board Member from any part of a meeting where it is believed a conflict of interest may exist.

14.7 The Chair may request any other Board member to act in his/her stead when required to cover the Chairperson's absence, and this person shall count as the Chair for the purpose of establishing a quorum.

14.8 If at any time the Board has not appointed a Chief Executive, then any notice required to be given to the Chief Executive may be given to the Chair and the role allocated to the Chief Executive in this constitution shall be carried out by the Chair.

14.9 Except as otherwise provided in this constitution, the Chair of a General Meeting may regulate the proceedings at the meeting as he or she sees appropriate.

15. CONTACT PERSON

15.1 The Contact Person shall be an officer of the Association and shall be appointed by the Board from time to time.

16. SPOKESPERSON

16.1 No person other than the Chair or the Chief Executive may act as a spokesperson for TUANZ unless appointed by the Board.

17. SUBSCRIPTIONS

17.1 Each Member shall pay such subscription, fee or levy as fixed by the Board.

17.2 TUANZ shall give written notification to each Member as to the due date for payment of all subscriptions and levies and the amount thereof at least 20 days prior to such due date.

18. ACCESS TO INFORMATION

18.1 A Member may at any time make a written request to the TUANZ for information held by the TUANZ (Information Request).

18.2 The Information Request must sufficiently detail the information that is sought to enable the information to be identified by the TUANZ.

18.3 The TUANZ must, within a reasonable timeframe, after receiving a request:

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

- 18.4 Without limiting the reasons for which the TUANZ may refuse to provide the information, the TUANZ can refuse to provide the information if:
- a) withholding the information is necessary to protect a person's privacy;
 - b) the disclosure of the information would, or would likely, prejudice the position of the TUANZ or of any of its Members;
 - c) the information is not relevant to the operation or affairs of the TUANZ;
 - d) withholding the information is necessary to comply with applications laws;
 - e) the burden to the TUANZ 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;
 - f) The TUANZ reasonably considers the Information Request is frivolous or vexatious; or
 - g) the Information Request seeks information about a dispute or complaint which is or has been the subject of the TUANZ's disciplinary procedures and the person seeking the information is not party to the disciplinary procedure.

18.5 Nothing in this clause limits an individual's right under the Privacy Act 2020 to access personal information.

19. DISPUTE RESOLUTION

19.1 If a Dispute (as that term is defined in section 38 of the Incorporated Societies Act) between the TUANZ and/or the Members arises, then the TUANZ (acting through an Officer), or a Member, may make a written complaint (Complaint Notice) to the Board that:

- a) states that the TUANZ or a Member is starting a procedure for resolving the Dispute in accordance with this Constitution; and
- b) sets out the allegation to which the Dispute refers.

19.2 The Complaint Notice must be sufficiently detailed to enable the TUANZ and/or the Member that is the subject of the Complaint Notice to prepare a response.

19.3 Both the Member who makes a Complaint Notice and the Member who is the subject of the Complaint Notice have a right to be heard before the complaint is resolved.

19.4 If the TUANZ makes or is the subject of a Complaint Notice:

- a) The TUANZ has a right to be heard before the complaint is resolved or any outcome is determined; and
- b) an Officer may exercise that right on behalf of the TUANZ.

19.5 Without limiting the manner in which the TUANZ or a Member may be given the right to be heard, they will be taken to have been given the right if:

- a) they have a reasonable opportunity to be heard in writing or at an oral hearing in relation to the Complaint Notice (if one is held);
- b) an oral hearing is held if the complaint decision maker considers that an oral hearing is needed to ensure an adequate hearing;
- c) an oral hearing (if any) is held before the complaint decision maker; and
- d) The TUANZ's or Member's written or verbal statement or submissions (if any) are considered by the complaint decision maker.

19.6 The TUANZ must, as soon as is reasonably practicable after receiving or becoming aware of a Complaint Notice, ensure that the Dispute is investigated and determined. Disputes must be dealt with in a fair, efficient, and effective manner and in accordance with the Incorporated Societies Act.

19.7 Unless the Complaint Notice relates to a Member requesting a review of the decision of the Board not to admit (or re-admit, depending on the circumstances) an applicant as a Member, the TUANZ may decide not to proceed

with a Complaint Notice if:

- a) the Complaint Notice is considered to be trivial, or
- b) the Complaint Notice does not appear to disclose or involve any allegation of the following kind:
 - i. that the TUANZ, a Member or an Officer has engaged in material misconduct;
 - ii. that the TUANZ, a Member, or an Officer has materially breached or is likely to materially breach, a duty under this Constitution, any by-laws, policies or codes, or the Incorporated Societies Act;
 - iii. that a Member or an Officer's rights or interests have been materially damaged;
- c) the Complaint Notice appears to be without foundation or there is no apparent evidence to support it;
- d) the person who makes the Complaint Notice has an insignificant interest in the matter;
- e) the conduct, incident, event, or issue giving rise to the Complaint Notice has already been investigated and dealt with under the Constitution or by the Board; or
- f) there has been an undue delay in making the Complaint Notice.

19.8 The Member making the Complaint and the Board (or sub-committee as applicable) must consider and discuss whether the Dispute can be resolved through information discussions, mediation or arbitration. If mediation or arbitration is agreed by the Parties, then the parties will sign a suitable mediation or arbitration agreement.

19.9 A person may not act as a decision maker in relation to a Complaint Notice if two or more members of the Board (or a sub-committee as applicable) consider that there are reasonable grounds to believe that the person may not be:

- a) impartial; or
- b) able to consider the matter without a predetermined view.

20. MEMBERS NOT PARTNERS

20.1 The Members of TUANZ are not partners and therefore shall not in any way be liable for each other notwithstanding any rules or regulations.

21. FINANCES

21.1 TUANZ shall cause proper books of accounts of TUANZ to be kept and shall record a true account of the financial transactions of TUANZ and of all receipts and expenditure and of the assets, credits and liabilities of TUANZ. Such accounts shall be available for inspection by any Member of TUANZ at any time during business hours upon reasonable prior notice. The accounts shall be subject to independent annual audit.

21.2 The Board shall empower the Chief Executive or such other person as may be authorised by the Board to draw and execute cheques on the TUANZ bank accounts or sums payable by TUANZ and authorised to be paid, but such cheques and sums payable shall be signed by two signatories authorised by the Board.

21.3 For the purposes of carrying out the objects of TUANZ the Board shall have power:

- a) to borrow or raise money on such terms and on such security as may be thought fit.
- b) to invest the moneys of TUANZ not immediately required, in or upon such investments, securities or property as may be thought fit.

22. ALTERATION OF CONSTITUTION

22.1 The constitution of TUANZ may be altered, added to or rescinded at any time upon resolution of Members at a General Meeting provided such changes are in accordance with the requirements of the Act (or any statutory re-enactment thereof) and are agreed by not less than 75% of the voting rights of who are present at the General Meeting, and providing that at least fourteen (14) days' notice in writing of the date, time, place and content of the proposed resolution has been sent to each Member. For the avoidance of doubt, the quorum for any meeting for this purpose shall be the same as per section 7.4 of this constitution.

- 22.2 No alteration, amendment or rescission of this Constitution may be made:
- a) if it would enable the income or other funds of TUANZ to be used for or be available for the private pecuniary profit of any Member or in any other way would affect the non-profit status of TUANZ; or
 - b) that in any way detracts from the non-profit status of the TUANZ.

22.3 Any alteration, amendment or rescission of this Constitution shall forthwith be registered with the Registrar of Incorporated Societies.

23. INDEMNITY OFFICERS

23.1 Every Officer shall be entitled to a full and complete indemnity from the TUANZ:

- a) for liability to any person other than the TUANZ for any act or omission in their capacity as an Officer or member of a sub-committee, including liability for a failure to comply with the Officer's duties under sections 54 to 61 of the Incorporated Societies Act and other duties imposed on the Officer in their capacity as an Officer; or
- b) in relation to any cost incurred by them in defending any proceedings or claim relating to the liability in clause 26.1(a).

23.2 Notwithstanding any provision to the contract, the TUANZ will not indemnify an Officer or member of a sub-committee for criminal liability.

23.3 The TUANZ may, with the prior approval of the Board, purchase and maintain insurance for the Officers and members of sub-committees against any liability or costs incurred by the Officer or member of the sub-committee of the kind set out in clause 26.1(a) and by virtue of any rule of law would otherwise attach to them in respect of any act or omission on behalf of the TUANZ.

23.4 No Member shall be under any liability in respect of any contract, deed or other obligation made or incurred by TUANZ.

24. DISSOLUTION

24.1 For the winding up or dissolution of TUANZ the affirmative vote of Members representing a simple majority of the voting rights of Members shall be requisite provided that at least fourteen (14) days' notice in writing has been given to each member of TUANZ. Upon such dissolution all funds, property and effects standing to the credit of TUANZ shall be donated by TUANZ to a not-for-profit entity selected by the Board at their last meeting prior to the dissolution provided that entity has a principal purpose activity consistent with the Purpose of TUANZ.