

Rules of ROMANCE WRITERS OF NEW ZEALAND INCORPORATED

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Part I: Formation

1. Name and Registered Office

- 1.1 The name of this society is Romance Writers of New Zealand Incorporated, at times referred to in these Rules as RWNZ.
- 1.2 The Registered Office of RWNZ is located in New Zealand, and is the place described as such in the register of incorporated societies. (Changes to RWNZ's Registered Office shall only take effect subject to giving the Registrar the notice prescribed by section [111](#) ISA 2022).
- 1.3 Words and phrases have the meaning given in Rule 36 (Definitions).

2. Objects of RWNZ

- 2.1 **General Purpose and Aims.** The objects of RWNZ are to:
 - 2.1.1 Promote excellence in writing;
 - 2.1.2 Support members to become published authors and establish careers in romance writing;
 - 2.1.3 Promote excellence in the genre of romantic fiction;
 - 2.1.4 Promote mutual support and networking opportunities among members;
 - 2.1.5 Promote a positive and professional image of romance authors and their works.
 - 2.1.6 Provide and facilitate education for members.
 - 2.1.7 For the avoidance of doubt, the Financial Gain of Members is not a purpose of RWNZ (see Rules 21.8 and 27.3 regarding Payments to Officers or members).
- 2.2 **Major Activities Furthering Organisational Objects.** In order to further its organisational objects RWNZ shall undertake the following activities, unless the Executive, as determined by a majority, decide it is not in the best interests of the organisation to do so.
 - 2.2.1 **Annual National Conference.** Unless vetoed by a majority vote of the Executive, an Annual National Conference shall be held each year between July 1st and September 30th in accordance with Rule 11 (Annual National Conference), and otherwise following the meeting procedures described in Rule 12 (General Meeting Procedures) where applicable.

- 2.2.2 **Contests and Awards.** RWNZ shall establish and maintain such contests and awards for published or unpublished works as are determined by a majority vote of the Executive. All fees or charges for participation in any contest shall be determined by the Executive in relation to the costs of administering such contests and providing awards.
 - 2.2.3 **Newsletter and/or Magazine.** RWNZ shall publish a newsletter and/or magazine to be distributed, either in print or electronically, to all members of RWNZ.
 - 2.2.4 **Chapters.** RWNZ may grant chapter affiliation to groups of RWNZ members in accordance with the procedures described in the Chapters section of these Rules.
 - 2.2.5 **Educate and Inform.** RWNZ shall strive to educate and inform members through its Annual National Conference, workshops, newsletter and/or magazine, e-group, web site and other methods as determined by a majority of the Executive.
 - 2.2.6 **Provide a Forum.** RWNZ shall provide a forum for members to interact with fellow writers and other publishing industry professionals.
 - 2.2.7 **Provide Policies.** To assist with furthering its objects, RWNZ shall provide policies for the day-to-day management of RWNZ that shall be adhered to by all members.
 - 2.2.8 **Other Activities.** RWNZ may undertake other activities, as determined by a majority of the Executive, to further its objects.
- 2.3 **Charitable Purpose.** Notwithstanding anything in these Rules, the objects of RWNZ are or shall be charitable and shall be deemed not to include or extend to any matter or thing which is or shall be held or determined to be non-charitable and the powers and purpose of RWNZ shall be restricted accordingly and limited to New Zealand.

Part II: Membership

3. Qualifications and Application

- 3.1 **Membership Qualifications.** The membership of RWNZ shall be open to those persons with an interest in writing romance fiction, as well as other related individuals who support and adhere to the purposes of RWNZ, and who consent to be members. Except for Honorary Members, admission is subject to Rule 3.3 (Application).
 - 3.1.1 Membership shall not be denied to otherwise qualified persons because of marital status, sex, religious belief, ethical belief, colour, race, ethnic or national origins, disability, political opinion, employment status, sexual orientation or family status.

3.2 **Categories of Membership.** There shall be two categories of membership as defined below:

3.2.1 **General Membership** shall be open to persons aged 16 years and over who are interested in writing romance fiction, published or unpublished, and other related individuals who voluntarily embrace the purposes of RWNZ, and who agree to accept and be bound by these Rules.

3.2.2 **Honorary Membership** shall be awarded to consenting persons, and removed at the discretion of the Executive. To qualify, a member must have shown consistent dedication and support for RWNZ that has clearly taken time, effort and personal sacrifice on their part, or alternatively their honorary membership must be of benefit to RWNZ. A maximum of 15 honorary memberships may be in existence at any one time.

3.3 **Application for Membership.** An application of a person for membership of RWNZ must be made by completing an electronic application form, and sending it to the Membership Secretary. Applications must record the applicant's written consent to becoming a Member, and may include any other particulars prescribed by the Executive from time to time.

3.3.1 Upon receipt of an RWNZ application form and the required membership dues the Membership Secretary shall consider the application. Any person whose application is not accepted by the Executive shall be notified by RWNZ and dues paid shall be refunded. Reasons for not accepting an application need not be given.

3.3.2 The Membership Secretary must, once an application is accepted and on payment by the applicant of membership dues, enter the applicant's name in the register of members. On the name being so entered, the applicant becomes a member of RWNZ.

4. Fees and Benefits

4.1 Fees

4.1.1 The annual fee for membership shall be determined by the Executive. Any proposed change in the amount of the fee shall be announced to the membership no fewer than thirty days before such proposal shall be voted on by the Executive, and any such change in the amount of membership must be approved by at least a three-fourths (3/4) vote of the Executive.

4.1.2 With the exception of Honorary members, who shall not pay fees, failure to pay the annual membership fee by the due date shall result in immediate and automatic forfeiture of RWNZ membership.

- 4.1.3 A member whose membership is forfeited may reapply for membership. Such a member shall be considered a new member and shall not be entitled to receive retroactively the benefits or privileges lost as a result of the forfeiture of membership.
- 4.1.4 The membership fees of a new or existing member may be paid by a third party. The fees paid for by the third party will grant the member all rights, privileges, and benefits as stated in Rule 4.2 (Membership Benefits). The third party will not be given any of these benefits.
- 4.2 **Membership Benefits.** All members of RWNZ shall be eligible for RWNZ's official publications, may attend the Annual National Conference, may belong to one or more RWNZ chapters, and shall be eligible for such other rights, privileges and benefits provided from time to time by the Executive. Some benefits may require payment in addition to their membership fee.
- 4.3 **Membership Entitlements Not Transferable.** A right, privilege or obligation that a person has by reason of being a member of RWNZ is not capable of being transferred or transmitted to another person, and terminates on cessation of the person's membership unless by approval of the Executive.
- 4.4 **Member's Liabilities.** The liability for a member of RWNZ to contribute towards the payment of the debts and liabilities of RWNZ or the costs, charges and expenses of the winding up of RWNZ is limited to the amount, if any, unpaid by the member in respect of membership of RWNZ.

5. Cessation of Membership

- 5.1 **Resignation from Membership.** Any member may resign by filing a written resignation with the President or Membership Secretary but such resignation shall not relieve the member so resigning of the obligation to satisfy any outstanding debts to RWNZ, nor shall any membership fees or any fractional portion thereof be refunded.
- 5.2 **Cessation of Membership.** A person ceases to be a member of RWNZ upon:
- 5.2.1 Resignation of membership; or
 - 5.2.2 Death; or
 - 5.2.3 With the exception of Honorary members, failure to pay the annual membership fee; or
 - 5.2.4 the member is suspended or expelled, following a formal dispute resolution process in Rule 8 (which outlines the due process for making Complaints and resolving Disputes);

- 5.2.5 Cessation shall not relieve the member of the obligation to satisfy any outstanding debts to RWNZ, nor shall any membership fees or any fractional portion thereof be refunded.
- 5.3 A person who ceases to be a RWNZ member (for whatever reason) will:
 - 5.3.1 cease to hold themselves out as a RWNZ member; and
 - 5.3.2 cease to use any/all Confidential Information (see Rule 7.3); and
 - 5.3.3 upon request, promptly return to RWNZ all materials produced by RWNZ (including for instance handbooks and manuals), and any RWNZ money or other assets.
- 5.4 **Readmission of Former RWNZ Members:** Any former RWNZ member may apply for readmission to RWNZ membership, and may be approved or declined by the Executive in accordance with and subject to the Rules for admission of new RWNZ members (see Rule 3).

6. Register of Members

- 6.1 The Membership Secretary of RWNZ must establish and maintain a Register of Members of RWNZ specifying the name, last known contact details including postal and email addresses and telephone number of each person who is a member of RWNZ together with the date on which the person becomes a member.
- 6.2 If a person ceases to be a member (for any reason) the Membership Secretary must make an appropriate entry in the Register of Members recording the date on which the member ceased to be a member, and including a copy of any resignation form (if applicable) filed with the person's membership forms. The Register of Members shall include such records for every person who has ceased to be a member within the previous 7 years.
- 6.3 To ensure the Register of Members is kept up to date:
 - 6.3.1 the Membership Secretary shall update the Register of Members as soon as practicable after becoming aware of changes to the information recorded on the Register; and
 - 6.3.2 every member shall promptly advise the Secretary in writing of any changes to their information recorded on the Register; and
 - 6.3.3 the Executive may make any other arrangements it considers necessary from time to time.

7. Code of Ethics

- 7.1 RWNZ's code of ethics requires all members to embrace the purposes of RWNZ in accordance with the policies and procedures set forth in these Rules.
- 7.2 The following acts will constitute Serious Misconduct and may result in expulsion (subject to Rule 8) from RWNZ:
 - 7.2.1 Any form of plagiarism, copyright infringement or other intellectual property right infringement;
 - 7.2.2 Misrepresenting membership qualifications;
 - 7.2.3 Failing to pay amounts owed to RWNZ following receipt of written demand
 - 7.2.4 Verbal (in person, electronically, or via telephone), written (postal or electronic) or physical conduct of an offensive nature towards the Executive, members of RWNZ, RWNZ sponsors, guests, contest organisers, judges or any other person affiliated with RWNZ;
 - 7.2.5 Verbal or physical conduct of an offensive nature which disrupts any RWNZ sponsored meeting or function or seriously impairs the ability of the Executive to function or conduct its authorised business;
 - 7.2.6 Misuse or unauthorised use of RWNZ property;
 - 7.2.7 Misuse or unauthorised use of RWNZ records;
 - 7.2.8 Illegal or unethical conduct in an RWNZ election;
 - 7.2.9 Deliberate conduct that has, or is intended to have, a serious negative impact on a fellow member's writing career;
 - 7.2.10 Failure to support or adhere to the stated objects and mission of RWNZ as stated in the General Purpose and Aims section of these Rules;
 - 7.2.11 Serious misconduct in the performance of duties by an Officer of RWNZ or an Officer of any of its chapters; and dereliction of Duty by an Officer of RWNZ or an Officer of any of its chapters.
 - 7.2.12 Failure to abide by RWNZ's Rules.
 - 7.2.13 Any other acts, deemed by a majority vote of the Executive, to be inconsistent with the objects purposes of RWNZ.

- 7.3 *Confidentiality*: RWNZ members must treat all non-public information: a) relating to commercial or financial arrangements entered into by RWNZ, or b) marked or designated as confidential, or c) that should reasonably be considered as confidential given the nature of the information or circumstances surrounding its disclosure (together, "**Confidential Information**") as strictly confidential. Members must not disclose any Confidential Information concerning RWNZ to any third party without the prior written approval of RWNZ.

8. Complaint Procedure

- 8.1 "**Complaint**" means that one or more members, Officers, or RWNZ has commenced a formal procedure to resolve a Dispute in accordance with Rule 8.5.
- 8.2 A "**Dispute**" means a disagreement or conflict provided that:
- 8.2.1 **it is between** any of the following persons:
- (a) 2 or more members; or
 - (b) 2 or more Officers; or
 - (c) 1 or more members and 1 or more Officers; or
 - (d) RWNZ and 1 or more members and/or Officers;
- and provided that
- 8.2.2 **it relates to** an allegation of one or more of the following "**Grounds of Complaint**":
- (a) a member or an Officer has engaged in misconduct or Serious Misconduct; or
 - (b) a member or an Officer has breached, or is likely to breach, an obligation or duty under RWNZ's Rules, bylaws, Code of Ethics, or under ISA 2022; or
 - (c) RWNZ has breached, or is likely to breach, a duty under RWNZ's Rules or bylaws, or under ISA 2022 (or any other Act); or
 - (d) a member's rights or interests as a member (or their rights or interests more generally) have been damaged; or
 - (e) a member or Officer has acted in a way that brings RWNZ into disrepute, or otherwise damages or prejudices RWNZ.
- 8.3 "**Complainant**" means any member and/or Officer and/or RWNZ who commences a Complaint in accordance with Rule 8.5.
- 8.4 "**Respondent**" means any member and/or Officer and/or RWNZ who is the subject of an alleged Ground of Complaint set out in a Complaint Notice (Rule 8.5.2).

8.5 How to Commence a Complaint:

8.5.1 Where a "Dispute" arises between persons to whom these Rules apply (see Rule 8.2), and it is not appropriate to or the parties are unwilling to resolve the Dispute informally, then a Complainant may commence a formal Complaint by delivering a Complaint Notice in writing to the Executive (or to a Complaints Subcommittee, if applicable).

8.5.2 A **Complaint Notice** must be in writing and —

- (a) state who the Complainant/s are, and that the Complainant/s are starting a procedure for resolving a Dispute in accordance with this Rule 8; and
- (b) set out the alleged "Grounds of Complaint" (see Rule 8.2.2), specifying whom the allegations are against, and supplying any other material information about the Dispute. The information must be enough to ensure that each Respondent is fairly advised of any allegations concerning them, with sufficient details given to enable them to prepare a response; and
- (c) state any specific resolution, conduct, or outcome desired by the complainant/s that would resolve or remedy the Complaint;
- (d) set out any other information reasonably required by these Rules or by the Executive (or a Complaints Subcommittee).

8.6 **Decision not to Proceed further.** The Executive (or other decision maker appointed under these rules) may refuse to deal with a Complaint if it considers:

8.6.1 the Complaint to be unsubstantiated, trivial or vexatious in nature;

8.6.2 the disagreement or conflict falls outside the meaning of "Dispute" in Rule 8.2. For instance the Complaint does not appear to disclose or involve any alleged "Ground of Complaint" (see Rule 8.2.2), or the Ground of Complaint alleged is not of a material kind; or the disagreement or conflict is between parties to whom to these Rules do not apply (see Rule 8.2.1).

8.6.3 the Complainant has an insignificant interest in the matter; or

8.6.4 the conduct, incident, event, or issue giving rise to the Complaint has already been investigated and dealt with under these Rules; or

8.6.5 there has been an undue delay in making the Complaint. Undue delay shall be presumed if a Complaint is not commenced under Rule 8.5 within 3 months after the date that Complainant became aware (or ought to have been aware) of the circumstances giving rise to the Dispute.

- 8.7 **Right to be heard:** Complainant/s and respondent/s each have a right to be heard before a Complaint is resolved or any outcome is determined. (Where RWNZ is the Complainant or Respondent, then the Executive shall appoint an Officer to exercise the right to be heard on RWNZ's behalf).
- 8.8 **Notice and procedure of right to be heard:** Subject to Rule 8.6, on receiving a valid Complaint Notice (that materially complies with Rule 8.5.2), the Executive must:
- 8.8.1 Serve a copy of the Complaint Notice on each Respondent;
 - 8.8.2 Give the Respondent/s at least fourteen days from the time the Complaint Notice is served within which to make written submissions to the Executive in connection with the Complaint; and
 - 8.8.3 Before making a decision, take into consideration any written submissions made by the Respondent/s concerned, or any other RWNZ member who witnessed the event, in connection with the Complaint.
 - 8.8.4 If the Executive considers that an oral hearing is needed to ensure an adequate hearing, then the Complainant/s and Respondent/s shall be given a reasonable opportunity to be heard at the oral hearing (if any) held before the decision makers. Only decision makers present at the oral hearing (if any) may vote on a decision regarding the Complaint.
- 8.9 **Investigation:** Subject to Rule 8.6, the Executive must, as soon as is reasonably practicable after receiving or becoming aware of a Complaint Notice commenced in accordance with these Rules, ensure that the Complaint is investigated, and then either:
- 8.9.1 determined by them; or
 - 8.9.2 referred to another Decision Maker under Rule 8.10 (Complaints Subcommittee) or Rule 8.11 (Alternative Dispute Resolution).
- 8.10 **Referral to a Complaints Subcommittee:** The Executive may refer a Complaint to a Complaints Subcommittee or to an external expert, to either:
- 8.10.1 investigate and report back to the Executive; or
 - 8.10.2 investigate and make a decision.
- 8.11 **Alternative Dispute Resolution:** The Executive may, with the consent of all parties to a Complaint, refer the Complaint to:

- 8.11.1 any other type of consensual dispute resolution (for example, informal discussion, mediation, facilitation, or a tikanga-based practice). If the parties to the Complaint reach a settlement by agreement, they shall record their agreement in writing; and/or
- 8.11.2 independent arbitration under the [Arbitration Act 1996](#), for a binding determination.
- 8.12 **Notice of Decision:** Promptly after determining a Complaint, the decision maker shall give written notice of its decision to the parties to the Complaint. Notice will include informing the parties of the decision, the reasons, any orders made under Rules 8.15 (General Orders) or 8.16 (Expulsion), and (if applicable) of the right to appeal in Rule 8.17.
- 8.13 **No Basis.** If a Complaint is found to have no basis the members concerned will be advised in writing. Complaints made in good faith will not be held in any way against the member.
- 8.14 **Reasonable Doubt.** In the absence of conclusive proof, if reasonable doubt exists and this reflects on RWNZ or on the performance of the Executive's goals and duties, then written warning should be given to the member. After one such warning re-offending will automatically lead to expulsion.
- 8.15 **General Orders:**
- 8.15.1 **Interim orders:** The Executive (or other decision maker appointed under these Rules) may immediately interim suspend any party to a Complaint, pending full investigation and final determination of the Complaint, only if reasonably necessary in the interests of RWNZ or in the interests of preventing harm to any person. Interim suspension may apply to that person's membership of RWNZ, and/or their position as an Officer.
- 8.15.2 **Final orders:** After determining a Complaint, the Executive (or other decision maker appointed under these Rules) may make or issue any one or more of the following (with or without attaching conditions):
- (a) a declaration that a person has, or is likely to have, committed one or more Grounds of Complaint listed in Rule 8.2.2;
 - (b) a caution or warning;
 - (c) a censure or rebuke;
 - (d) a direction that the party refrain from acting in a manner contrary to RWNZ's Constitution, bylaws, Code of Ethics or ISA 2022, or requesting that the party perform or comply with an obligation or duty under the same;
 - (e) an order to return RWNZ property, or Confidential Information;
 - (f) (if all parties to a Complaint agree in writing) restorative justice orders, such as apologies or forms of reparation to amend for or correct harm done, or any other just direction or order that the subject of the order consents to;

- (g) an order suspending or removing of an Officer from any position or office;
- (h) an order under Rule 8.16 expelling a member from RWNZ membership.

8.15.3 Where a Complaint has been consensually submitted to arbitration under clause 8.11.2, the arbitral tribunal may make any other order or exercise any other powers available to it under the [Arbitration Act 1996](#).

8.16 Expulsion. The Executive may, by resolution, expel a member from RWNZ if, after considering the Complaint and any submissions and determinations made in connection with the Complaint, it is satisfied that the facts alleged in the Complaint have been proved and expulsion is warranted in the circumstances.

8.16.1 Notification. If the Executive expels a member, the Secretary must give written notice to the member of the expulsion within ten (10) days. The notice must specify the reasons given by the Executive for the expulsion and give details of the member's right of appeal under Rule 8.17. Written notice will be deemed to be given if it is delivered personally or by mail (postal or electronic) to the address as recorded in the membership register.

8.16.2 The expulsion does not take effect:

- (a) Until the expiration of the period within which the member is entitled to appeal against the resolution concerned; or
- (b) If within that period the member exercises the right of appeal, unless and until the Executive confirms the resolution.

8.16.3 If the Executive expels a member under this Rule, the Executive may exclude such a member from any writing contest or annual conference or any other similar activity organised by RWNZ if the Executive has a reasonable concern that such a member may, in participating in the activity:

- (a) Plagiarise and/or infringe another person's intellectual property rights;
- (b) Infringe any other law; or
- (c) Do anything that would bring RWNZ into disrepute.

8.16.4 Any member expelled under this Rule acknowledges that the power of the Executive under Rule 8.16.3 survives after their expulsion and that Rule 8.16.3 will be enforceable even though they are no longer a member.

8.17 Right of Appeal of Expulsion.

8.17.1 A member may appeal their expulsion to RWNZ within ten days of notice of the resolution being served on the member, by lodging with the Secretary a notice to that effect.

8.17.2 The notice may, but does not need to, be accompanied by a statement of the grounds on which the member intends to rely for the purposes of the appeal.

8.17.3 On receipt of a notice from a member, the Secretary must notify the Executive, which must refer the notice to an independent panel of three persons appointed by the Executive within two months after the date on which the Secretary received the notice.

8.17.4 When the independent panel considers the appeal:

- (a) No business other than the question of the appeal is to be transacted;
- (b) The Executive and the member must be given the opportunity to state their respective cases orally or in writing, or both; and
- (c) The independent panel must make a unanimous decision about the appeal and must notify the Secretary of its decision whether the resolution should be confirmed or revoked.

8.18 **General Principles for Resolving Disputes:**

8.18.1 **Decision Makers to be impartial:** The Executive (or other appointed decision maker) may not act as a decision maker in relation to a Complaint if two (2) or more members of the Executive or a Complaints Subcommittee 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; or
- (c) able to ensure the conditions of Clause 8.7 (which provides that a party must be given a right to be heard). For instance, if a proposed decision maker does not have sufficient time or availability to consider the parties' written statements (if any); or the proposed decision maker was not present at an oral hearing of the Complaint (if any).

8.18.2 **Fairness & efficiency:** Disputes and/or Complaints shall be dealt with under these Rules in a fair, efficient, timely, and effective manner and with minimum disruption to RWNZ's activities.

8.18.3 **Confidentiality:** Unless directed by the Executive (or other appointed decision maker), the investigation and details of a Complaint shall be treated sensitively and in strict confidence, and may only be shared: (a) in confidence with the concerned parties' professional advisors; or (b) as the parties to the Complaint may mutually agree; or (c) as the decision maker directs. After determination of the Complaint the Executive may record and publish its findings and orders, subject to any reasonable

directions it sees fit regarding protection of any sensitive, private, or non-public information relating to or obtained during the Complaint.

- 8.18.4 **A.D.R.:** Any Decision Maker determining a Complaint must consider and discuss with the parties whether a Complaint may best be resolved using the Alternative Dispute Resolution methods available in clause 8.11.

Part III: General Meetings of Members

9. Annual General Meeting

9.1 RWNZ must convene an Annual General Meeting of its members. The AGM will be held at the RWNZ Annual National Conference. If no Conference is held, then the AGM will be held within the period three months after the completion of the review of the yearly accounts. In any case, Annual General Meetings must be called no later than six (6) months after RWNZ's balance date, and no later than 15 months after the previous Annual General Meeting.

9.2 The purpose of the Annual General Meeting is:

9.2.1 for the Executive to present to members:

- (a) a reviewed set of Annual Financial Statements for the most recently completed accounting period (see Rule 28);
- (b) an report covering the operations and affairs of RWNZ during RWNZ's most recently completed accounting period ("**Annual Report**"). The Annual Report shall also include any information prescribed by section [86\(2\)](#) ISA 2022;
- (c) notice of any disclosures, or types of disclosures, made under Rule 20.1 (Officer's duty to disclose interests) during the most recently completed accounting period. Notice shall include a brief summary of the matters, or types of matters, to which any disclosures relate;

9.2.2 to answer questions and hear suggestions from the membership (including scheduling time to receive these from the floor during the General Meeting);

9.2.3 to vote on any matter of which due notice has been given;

9.2.4 to introduce members of the Executive for the forthcoming year (as elected under Rule 25); and

9.2.5 to confirm the Minutes of the previous Annual General Meeting and any Special General Meeting held since.

- 9.3 A member desiring to bring any business before an Annual General Meeting must give reasonable notice in writing of that business to the Secretary. Any matters to be submitted to a vote by members must be seconded and include argument in favour of the remit.
- 9.4 The Secretary must include that business in the next notice calling an Annual General Meeting given after receipt of the notice from the member.
- 9.5 **Notice:**
- 9.5.1 The date, place, and time of the Annual General Meeting, and the ways members can attend and vote (see Rule 12.3), shall be delivered to each member either personally or by electronic mail at the member's address appearing in the Register of Members, at least thirty (30) days prior to the holding of the Annual General Meeting. No other notice of such meeting is required.
- 9.5.2 The proposed Agenda, including matters to be submitted to a vote by the members, shall be delivered to each member either personally or by electronic mail at the member's address appearing in the Register of members at least ten days prior to the holding of the Annual General Meeting.

10. Special General Meetings

- 10.1 Special General Meetings of the members may be called by the President or by a majority of the Executive at a meeting of the Executive at which a quorum is present.
- 10.2 The Executive must convene a Special General Meeting of RWNZ upon the written (or email) request of at least twenty per cent of the RWNZ membership.
- 10.3 A members' request for a Special General Meeting must state the purpose or purposes of the meeting; be signed by the members making the requisition; must be lodged with the Secretary; and may consist of several documents in a similar form, each signed by one or more of the members making the request.
- 10.4 If the Executive fails to convene a Special General Meeting to be held within eight weeks after that date on which a requisition for the meeting is lodged with the Secretary, any one or more of the members who made the requisition may convene a Special General Meeting no later than twelve weeks after that date.
- 10.5 **Notice:** In the case of a Special General Meeting, notice of the date, place, time, ways members can attend and vote (see Rule 12.3), and purposes for which the meeting is called shall be delivered to members, either personally or by electronic mail, at the member's address appearing in the Register of Members, not less than ten (10) days before the date of the meeting. No other notice of such meeting is required.

11. Annual National Conference

11.1 An Annual National Conference shall be held each year between July 1st and September 30th. This date can be changed or the conference can be vetoed by the majority of the Executive.

11.1.1 The Annual National Conference shall generally be held in Auckland although it may, from time to time, be held outside the Auckland area.

11.1.2 A proposal to hold the Annual National Conference out of Auckland must be presented to and approved by the Executive. The proposal must include the names of members likely to be on the conference committee, the probable venue, anticipated date of the conference, estimated number of attendees, a budget and any other information deemed appropriate by a majority of the Executive.

11.1.3 The Executive reserves the right to cancel any national conference deemed not to be financially viable or which may endanger the reputation of RWNZ, as determined by a majority of the Executive. Where a majority of the Executive makes such a determination, the reason for the proposed cancellation must be given to the members. Notice of the proposed cancellation must be given to members as soon as practicable.

11.2 **Conference Committee.** Any Sub-Committee formed to organise a conference (the "**Conference Committee**") will not have and may not exercise the authority of the Executive. The Conference Committee will be subject to the clauses included in the Sub-Committee section of these Rules.

11.3 The Executive will (in addition to any other membership fees) prescribe an admittance fee payable by members choosing to attend and participate in the events at the Annual National Conference, subject however that:

11.3.1 admittance fees are payable to RWNZ;

11.3.2 RWNZ may not charge an admittance fee to members to attend any part of the Annual General Meeting, which any member may attend by right (notwithstanding that it may occur at or during the Annual National Conference);

11.3.3 any Officers or Executive Officers and up to three members of the Conference Committee shall, in recognition of their voluntary services to RWNZ, be entitled as of right to attend the Annual National Conference without paying an admission fee including the Awards dinner and one associated cocktail function at the Annual National Conference;

- 11.3.4 Conference-associated costs not covered by the admission fee, include but are not limited to, flights, accommodation, and airport transfers, shall be at the Officer's or Committee member's own expense.
- 11.3.5 the Executive may, in its discretion, set aside RWNZ funds for the purposes of:
- (a) planning, organising, or improving the Annual National Conference (and to that end, may employ or engage person/s in accordance with these Rules (in particular Rule 21.8) to assist this purpose as it best sees fit); and/or
- 11.3.6 the Executive shall take advice from the Conference Committee regarding any of the above matters.
- 11.4 Other Conferences or Workshops may be held by an affiliated chapter if approved by a majority of that chapter's members.
- 11.4.1 An affiliated chapter may hold workshops or a mini conference. These workshops should promote the genre of romance and not bring RWNZ into disrepute or jeopardise the success of the Annual National Conference. These workshops should be self-funding. The chapter holding the workshop must submit proposed costs and income to the Executive.
- 11.4.2 The Executive reserves the right to cancel any conference or workshop deemed not to be financially viable or which may endanger the reputation of RWNZ or jeopardise the success of the Annual National Conference, or be in breach of these Rules or ISA 2022, as determined by a majority of the Executive. Before cancelling the Executive must liaise with the chapter holding the workshop.

12. General Meeting Procedures

- 12.1 **Minutes:** The Executive must keep minutes of all General Meetings.
- 12.2 **Meeting Chairperson.** The President or, in the President's absence, the Vice-President is to preside as chairperson at each meeting of RWNZ.
- 12.2.1 If the President and Vice-President are absent or unwilling to act, the Executive members present must elect one of their number to preside as chairperson at the meeting.
- 12.2.2 If no Executive members are present or willing to act, then those members who are present must elect one of their number to preside as chairperson at the meeting.
- 12.3 **How to Attend:** The Executive may (in its sole discretion) decide to hold the General Meeting in person; or remotely (such as by video-meeting, audio-meeting, or other online

meeting platform); or via any combination of the foregoing as the Executive may approve for the purpose, provided that all persons participating in the Meeting can hear each other. Whichever method/s are approved to hold the meeting, these shall be included in the prescribed notice of General Meeting. Members who attend via any such approved methods must be counted as "present" for the purposes of establishing quorum and (if entitled) voting.

12.4 Member's Voting Rights and Proxy Rights. Each member shall be entitled to one vote on each matter submitted to a vote at a meeting of members.

12.4.1 A member may vote in person, or by proxy executed in writing by the member.

Where any member entitled to vote is present at the General Meeting other than in person (such as remotely via an electronic method approved by the Executive under Rule 12.3), then the Chairperson must ensure voting procedures enable all such members to indicate their vote.

12.4.2 The notice appointing the proxy is to be in the form sent out with the Agenda to members.

12.4.3 This proxy notice is to be received by the Membership Secretary or Secretary no later than 6.00 p.m. the day before the meeting in respect of which the proxy is appointed.

12.4.4 A member cannot hold more than five proxies.

12.4.5 No proxy shall be valid after one hundred and twenty days from the date of its execution.

12.4.6 All proxies shall become void at the conclusion of the meeting for which the proxies were issued.

12.4.7 Each proxy shall be revocable.

12.5 Quorum of Members. No item of business is to be transacted at a meeting unless a quorum of members entitled under these Rules to vote is present (see Rule 12.3) during the time the meeting is considering that item.

12.5.1 Members holding one-twentieth (5%) of the votes entitled to be cast, represented in person, or by proxy, shall constitute a quorum at any meeting of members.

12.5.2 The number of votes entitled to be cast shall be determined by the number of current members recorded in the membership register on the day of voting.

12.5.3 If within half an hour after the appointed time for the commencement of a meeting a quorum is not present, the meeting, if convened on the request of members, is to be dissolved. In any other case it is to stand adjourned to a time and place as decided by the Executive.

12.6 Adjournment

- 12.6.1 The chairperson of a meeting at which a quorum is present may, with the consent of the majority of members present at the meeting, adjourn the meeting from time to time and place to place, but no business is to be transacted at an adjourned meeting other than the business left unfinished at the meeting at which the adjournment took place.
- 12.6.2 Notice of an adjournment of a meeting or of the business to be transacted at an adjourned meeting is not required to be given.

12.7 Making of Decisions

- 12.7.1 **Voting Methods:** A question arising at a meeting of RWNZ is to be determined on a show of hands. For any member who is present remotely or electronically (see Rule 12.3), the Chairperson shall ensure that such members can indicate their vote, either by voice, virtual show of hands, or other electronic method. If before or on the declaration of the voices or show of hands a written ballot is demanded then Rule 12.7.2 shall apply. A declaration by the Chairperson that a resolution has, on a show of hands, been carried or lost, or an entry to that effect in the minutes, is evidence of the fact without proof of the number or proportion of the votes recorded in favour or against that resolution.
- 12.7.2 **Written Ballots:** At a meeting of RWNZ, a written ballot may be demanded by the chairperson or by at least three members present (see Rule 12.3) or by proxy at the meeting. If a written ballot is demanded at a meeting, the ballot must be taken before the close of the meeting as the chairperson directs. The resolution of the ballot on the matter is taken to be the resolution of the meeting on that matter.
- 12.7.3 **Motions passed:** The decision of two-thirds of the votes entitled to be cast by the members present (see Rule 12.3) or represented by proxy at a meeting at which a quorum is present, shall be required to carry a resolution at a meeting, unless otherwise specified by these Rules or required by law.
- 12.7.4 A General Member or proxy is not entitled to vote at any meeting of RWNZ unless that member's subscription dues are paid in full to RWNZ prior to the vote in question.

12.8 Written resolutions by RWNZ in lieu of a General Meeting

- 12.8.1 RWNZ may pass a written resolution in lieu of a General Meeting, provided that it is approved by no less than 75% percent of the number of members who are entitled to vote on the resolution. If approved in this way, then the written resolution is as valid for the purposes of these Rules and ISA 2022 as if it had been passed at a General Meeting.

12.8.2 **Notice.** RWNZ must ensure that any written resolution proposed under this Rule is dated, and is sent to a contact address for each eligible voting member held in the Register, in accordance with section 90 ISA 2022. However, an accidental omission to send a proposed resolution to a person entitled to vote does not invalidate a resolution.

12.8.3 This Rule does not limit Rule 9 (which requires RWNZ to call and hold an Annual General Meeting).

12.9 **Irregularities in calling General Meetings:**

12.9.1 An irregularity in the manner of calling a General Meeting is waived if all RWNZ members entitled to attend and vote at the Meeting attend the Meeting without protest as to the irregularity, or if all such members agree to the waiver.

12.9.2 An accidental omission to give notice of a meeting to a member, or a failure to receive notice by a member, does not invalidate the proceedings at that General Meeting.

12.10 **Other Directions at General Meetings:** Without limiting any other Rule, any person chairing a General Meeting may, in good faith:

12.10.1 after warning a person, put to vote a motion that the person be removed from all or part of the General Meeting on the grounds that the person is: not entitled to be present at a Meeting; or unreasonably obstructing the business of the Meeting; or behaving in a disorderly manner, or being abusive; or whose conduct or presence otherwise unreasonably compromises the fair and orderly conduct of the Meeting, or any RWNZ Rules, bylaws, or objects; and/or

12.10.2 with the consent of a simple majority of members present, adjourn the General Meeting from time to time and from place to place. No business shall be transacted at any adjourned Meeting other than the business left unfinished at the Meeting from which the adjournment took place.

13. **Special Resolutions**

13.1 A special resolution must be passed by a meeting of RWNZ to effect the following changes:

- (a) A change of RWNZ's name;
- (b) A change of RWNZ's Rules;
- (c) A change of RWNZ's objects;
- (d) An application for registration as a charity;

- (e) An amalgamation with an incorporated society;
- (f) An application for registration as a company.

13.2 **Meaning of special resolution:** A resolution of RWNZ is a special resolution if it is passed by at least three-quarters of such members of RWNZ as, being entitled under these Rules so to do, vote in person, remotely, or by proxy at a meeting of which at least 10 days' notice specifying the intention to propose the resolution as a special resolution was given in accordance with these Rules.

14. Voluntary Liquidation of RWNZ

14.1 A resolution to voluntarily liquidate RWNZ and distribute its property must be passed by a meeting of RWNZ.

14.1.1 A resolution to voluntarily liquidate RWNZ and distribute its property must be passed by a simple majority which comprises half the vote plus one of such members of RWNZ as, being entitled under these Rules so to do, vote in person or by proxy at a meeting of which at least ten (10) days' notice specifying the intention to propose the resolution was given in accordance with these Rules.

14.1.2 If the resolution to liquidate RWNZ is passed a second meeting must be called not earlier than thirty days from the first meeting to pass a resolution confirming the earlier decision to liquidate RWNZ. Once again a simple majority is required to pass the resolution.

14.1.3 If the resolution is lost, the earlier resolution lapses. If the confirming resolution is passed, the members must appoint one or more liquidators to liquidate the affairs of RWNZ.

15. Chapters

15.1 **Application for Chapter Affiliation.** RWNZ may grant affiliated chapter status to qualifying groups of RWNZ members.

15.2 To qualify as an RWNZ affiliated chapter, a proposed affiliated chapter group must:

15.2.1 Elect a group convenor;

15.2.2 Submit to the RWNZ President the name and address of their group convenor for the President's approval;

15.2.3 Submit a written application to the Vice President of RWNZ for recognition as an affiliate; and

15.2.4 Be composed solely of RWNZ members in good standing.

15.3 Maintaining Chapter Affiliation. In order to maintain chapter affiliation each chapter shall:

15.3.1 Require all members of the chapter to maintain RWNZ membership;

15.3.2 Abide, uphold and comply with the Rules, purposes, policies and procedures of RWNZ;

15.3.3 Send to the RWNZ Vice President a copy of the bylaws the chapter has adopted for its own governance. Each chapter may adopt bylaws for its own governance not inconsistent with these Rules or with rules adopted by the Executive;

15.3.4 Hold regular chapter meetings for RWNZ members and prospective members only. A minimum of six chapter meetings must be held each calendar year;

15.3.5 Send a written account, or formal minutes if any vote is taken, of their chapter meetings to the Vice President of RWNZ; and

15.3.6 Take sole responsibility to pay their chapter costs if any. Where relevant, the chapter's bank account would be held by the chapter. The chapter's treasurer should forward details of the account to the chapter's members once a year. (A copy should also be sent to the RWNZ Treasurer.)

15.4 Loss of Affiliation.

15.4.1 Failure to perform the requirements listed in 15.3 above (Maintaining Chapter Affiliation) shall automatically result in the loss of affiliation.

15.4.2 The Executive shall notify the chapter in writing of their loss of affiliation.

15.5 Appeal of Disaffiliation.

15.5.1 A chapter whose affiliated status has been revoked may appeal the decision by writing to the Executive within one month from the date of loss of affiliation.

15.5.2 The Executive must consider the appeal within one month of receipt. Upon considering an appeal the decision of a majority of the Executive with a quorum being present shall be final.

Part IV: Management of Society

16. The Executive Committee

16.1 **Name.** The Committee of RWNZ is to be called the Executive Committee of RWNZ, (also referred to in these Rules as the Executive).

16.2 **Composition.** The Executive Committee is to consist of at least six members in good standing, who will include the following six voting Executive Officers of RWNZ:

- (a) the President,
 - (b) the Vice President,
 - (c) the Secretary,
 - (d) the Membership Secretary,
 - (e) the Publicity Officer; and
 - (f) the Treasurer;
- (the "**Executive Officers**").

16.2.1 If a majority of the Executive agree, an existing Executive Officer holding one of the above positions may also share another Officer's position.

16.3 **Election.** The Executive Officers shall be elected according to provisions set forth in Rule 25 (Elections).

17. Function and Powers of the Executive Committee.

17.1 The Executive, subject to the Act, these Rules and to any resolution passed by RWNZ in meeting:

17.1.1 is to control and manage (or directly supervise) the operation and affairs of RWNZ;

17.1.2 may exercise all such functions as may be exercised by RWNZ (see Rule 2.2), other than those functions that are required by these Rules to be exercised by a meeting of members of RWNZ;

17.1.3 has power to perform all such acts and do all such things as appear to the Executive to be necessary or desirable for the proper management (including directing or supervising the management) of the operation and affairs of RWNZ; and

17.1.4 has the power to make bylaws as required.

18. Duties of Officers

18.1 All Executive Officers (and any other Officers):

18.1.1 owe duties to RWNZ under sections [54 to 60](#) of ISA 2022 including:

- (a) to act in good faith and in what the Officer believes to be the best interests of RWNZ,
- (b) to exercise powers for a proper purpose;
- (c) to exercise the degree of care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances;
- (d) to not act or agree to RWNZ acting contrary to these Rules or ISA 2022;
- (e) to not agree (or cause or allow) RWNZ to be carried on recklessly or in a manner likely to create a substantial risk of serious loss to RWNZ's creditors;
- (f) to not agree to RWNZ incurring any obligation unless the Officer believes at the time on reasonable grounds that RWNZ will be able to perform the obligation when required to do so; and
- (g) to only use and rely on information and advice in good faith and in the manner described in [s 60](#) ISA 2022.

18.1.2 shall also abide by:

- (a) obligations of membership, including the Code of Ethics (Rule 7);
- (b) the conflict of interest rules for Officers (see Rule 20);
- (c) any other Rules herein, and any RWNZ bylaws.

18.2 Duties of the Executive Officers shall include but not be limited to the following:

18.2.1 **President's Duties.** The President shall:

- (d) Serve as the Chief Executive Officer of RWNZ;
- (e) Serve as spokesperson in regard to established policy;
- (f) Call, set the agenda for, and preside over all meetings of the Executive and meetings of the general membership unless unable;
- (g) Appoint, with Executive approval, such Sub-Committees as may be needed or provided for in these Rules and the chairpersons of such Sub-Committees;
- (h) Serve as ex-officio member of all Sub-Committees;
- (i) Execute RWNZ business as specified by the Executive and established policy including, but not limited to, the expenditure of RWNZ funds in accordance with the annual budget approved by the Executive;
- (a) Appoint, with the approval of the Executive, members to serve as Chapter Convenors; and

- (b) Co-ordinate all activities and fulfil any other obligations required by the Executive.

18.2.2 Vice President's Duties.

- (a) The Vice President shall assume the duties of the President in the event the President is temporarily incapacitated or otherwise unable to perform those duties.
- (b) Until such time as the Vice President may be required to assume the duties of the President they shall:
 - (i) Act as Chapter liaison;
 - (ii) Assume other duties to be decided upon in consultation with the rest of the Executive at the beginning of their term; and
 - (iii) From time to time fulfil any other obligations required by the Executive.

18.2.3 Secretary's Duties. The Secretary shall:

- (a) Be responsible for the recording and preserving of minutes to all Executive meetings and presenting such minutes to the Executive for corrections and approval before entering them in RWNZ's records;
- (b) Call for nominations to the Executive and, if necessary, dispatch ballot papers to members;
- (c) Ensure members are sent the Notice of Meeting, Proxy form, Agenda and any other supporting documents and that these are posted on the member's only section of the RWNZ website;
- (d) Prepare minutes of meetings;
- (e) Ensure an Annual Return is filed with the Registrar under Rule 32;
- (f) Maintain the Interests Register, in accordance with Rule 20.7;
- (g) Advise the Registrar of any Rule changes, in accordance with Rule 31.2; and
- (h) Fulfil any other obligations required by the Executive.

18.2.4 Membership Secretary's Duties. The Membership Secretary shall:

- (i) Maintain the Register of Members, in accordance with Rule 7;
- (a) Print and send out membership packs;
- (b) Advise H2H editor and branch convenors of new members;
- (c) Fulfil any other obligations required by the Executive.

18.2.5 Publicity Officer's Duties. The Publicity Officer shall:

- (a) Serve as spokesperson in regard to established policy;

- (b) Have responsibility for all publicity, and press releases;
- (c) Seek sponsorship and organise fundraising; and
- (d) Fulfil any other obligations required by the Executive.

18.2.6 Treasurer's Duties. The Treasurer shall:

- (a) Ensure all monies received are receipted and banked;
- (b) Ensure all accounts are paid by the due date;
- (c) At all times keep annual cash book or computerised accounting records that:
 - (i) show adequate record of financial transactions to enable a clear statement of RWNZ's financial position to be determined at any time; and
 - (ii) allow RWNZ to produce Annual Financial Statements that comply with Rules 28.1 (Registration), 28.2 (Accounting Practices), and 28.3 (Independent Review).
 - (iii) Such accounting records shall be kept for the current accounting period and for the last seven (7) completed accounting periods of RWNZ.
- (d) Ensure that the Annual Financial Statements are ready for review at the end of the financial year;
- (e) Present a financial statement at Executive meetings;
- (f) Present a reviewed set of Annual Financial Statements at the Annual General Meeting;
- (g) Keep an asset register; and
- (h) Fulfil any other obligations required by the Executive.

19. Removal and Recall

19.1 Removal. Any Executive Officer shall be automatically removed from office for failing to maintain General membership; or if following a Complaint resolution process under Rule 8, a Code of Ethics (Rule 7) violation is found.

19.1.1 Any Officer removed from office shall have the right to appeal by writing to the Executive within fifteen days of notification of their removal.

19.2 Recall. Any member of the Executive may be removed from office by membership recall for habitual dereliction of duty. This is subject, however, to following the Recall Election procedures in accordance with Rule 26.4.

19.3 Casual Vacancy. A person ceases to be an Officer if a Casual Vacancy occurs as described in Rule 26.1.

20. Conflict of Interest Rules for Officers

20.1 **Duty to disclose.** Any Officer who is "interested in a matter relating to RWNZ" must, as soon as practically possible after the Officer becomes aware of their interest in the matter, disclose the nature and extent of that interest (including any monetary value of the interest if it can be quantified):

20.1.1 to the Executive; and

20.1.2 in the Interests Register.

20.2 "**Interested in a matter relating to RWNZ**" has the meaning in [s 62](#) of ISA 2022. For the avoidance of doubt this includes circumstances where:

20.2.1 an Officer (or their close relative) may obtain a financial benefit from RWNZ's activities, powers, transactions (or proposed transactions); and/or

20.2.2 an Officer has a **financial interest** in a person related to the matter.

However, an Officer is not interested in a matter relating to RWNZ merely because they receive a payment or benefit that is authorised in accordance with Rule 21.8, or they receive an insurance or indemnity authorised by this Constitution and ISA 2022.

20.3 **Consequences of Interest.** An Officer who is interested in a matter relating to RWNZ:

20.3.1 must not vote or take part in any decision relating to the matter, unless all Executive members who are not interested in the matter consent; and

20.3.2 must not sign any document relating to the entry into a transaction or the initiation of the matter, unless all Executive members who are not interested in the matter consent; however

20.3.3 can be present at the time of the decision and can contribute to the discussion leading to the decision (unless the Executive, where it considers it appropriate, excludes the Officer from any further discussion or involvement with the matter); and

20.3.4 may (even if prevented from voting on a matter), continue to be counted as part of the quorum for the meeting.

20.4 **Voting Contingencies.**

20.4.1 If 50% or more of the Executive Officers are prevented from voting on a matter under Rule 20.3 (because they are interested in that matter), a Special General Meeting of RWNZ must be called to consider and determine the matter.

- 20.4.2 Where 50% or more of a Sub-Committee's members are prevented from voting on a matter under Rule 20.3 (because they are interested in that matter), the Executive shall consider and determine the matter unless it is also prevented by these Rules.
- 20.5 **Failure to disclose.** The Executive must notify RWNZ members of any failure to comply with Rules 20.1 (disclosure) or 20.3 (consequences of interest), and of any transactions affected, as soon as practicable after becoming aware of the failure. Notice shall be in the manner prescribed by the Regulations (if any).
- 20.6 **Exceptions.** Rules 20.1 (disclosure), 20.3 (consequences of interest), and 20.5 (failure to disclose) do not apply in relation to an indemnity given or insurance provided in accordance with Rule 30 and [Subpart 6](#) of Part 3 ISA 2022.
- 20.7 **Interests Register.** The Executive must keep and maintain an up-to-date register of disclosures made by Officers under Rule 20.1 (an "**Interests Register**"). An Officer may inspect the Interests Register at any reasonable time.

21. Meetings of the Executive

- 21.1 **Quorum.** Any four members of the Executive constitute a quorum for the transaction of business of a meeting of the Executive
- 21.1.1 No business is to be transacted by the Executive unless a quorum is present. If, within half an hour of the time appointed for the meeting, a quorum is not present, the meeting is to stand adjourned to a time and place determined by the Executive members present.
- 21.2 **Chairperson:** The President or, in the President's absence, the Vice-President is to preside as chairperson at each meeting of the Executive.
- 21.2.1 If the President and Vice-President are absent or unwilling to act, the Executive members present must elect one of their number to preside as chairperson at the meeting.
- 21.3 **Manner of Making Decisions.** The act of the majority of the Executive Officers entitled to vote and present, in person, by telephone or online, at a meeting at which a quorum is present, shall be the act of the Executive unless the act of a greater number is required by these Rules.
- 21.4 **Regular Officer Meetings.** The Executive shall meet at least four times each calendar year, at a date, time, and place set by the President. At least forty-eight (48) hours' notice of each meeting shall be given to each Executive Officer.

- 21.4.1 Additional meetings of the Executive may be convened by the President or by any member of the Executive.
- 21.5 **Conduct of Business.** Business of the Executive may be conducted by meeting in person, by conference telephone meeting, or by online meeting or without a meeting by written consent of a majority of the Executive Officers.
- 21.5.1 **Telephone Meetings.** Unless otherwise restricted by these Rules, members of the Executive may participate in and hold a meeting by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other.
- (a) Participation in a telephone meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
- 21.5.2 **Online Meetings.** Unless otherwise restricted by these Rules, members of the Executive may participate in and hold a meeting online by means of email or similar method of communication.
- (a) Whether a quorum is present at an online meeting will be determined by the number of votes received in relation to a remit.
- (b) Participation in an online meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.
- 21.5.3 **Written Consent Without a Meeting.** Any action required by law to be taken at a meeting of the Executive or any action that may be taken at a meeting of the Executive may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by a majority of the Executive Officers then in office. The signed consent in writing shall be noted at the next Executive meeting so that it can be recorded into the Executive minutes.
- 21.6 **Special Officer Meetings.** Special meetings of the Executive may be held at the order of the President, who must give a five-day written notice (electronic) to all Executive members. A majority of the members of the Executive may also call a special meeting, provided that at least ten days prior to such meeting, a written notice (electronic) of the time, place, and purpose of the meeting is sent to all Executive members.
- 21.7 **Minutes:**
- 21.7.1 The Secretary will ensure that a record of minutes is maintained for each Executive meeting, which records:

- (a) the names of those present;
- (b) decisions made by the Executive; and
- (c) any other matters discussed at the Executive meeting.

21.7.2 **Recording of Votes.** Except where a poll is conducted, then a declaration by the chairperson that a resolution has been carried, carried unanimously, carried by a particular majority, or lost, plus an entry to that effect in the minutes, is evidence of that fact, without proof of the number or proportion of the votes recorded for and against that resolution.

21.7.3 **Minutes Available to Members.** Once approved by the Executive, the minutes of Executive meetings shall be available to members on request and may also be posted on the member's only section on the RWNZ website.

21.8 **Compensation and Reimbursement.** No Officer shall receive, directly or indirectly, any salary or compensation from RWNZ, however:

21.8.1 RWNZ shall reimburse all expenditures incurred by Officers, provided such expenditures are properly documented and have been approved by the Executive in advance.

21.8.2 The Executive may also approve reimbursement of Sub-Committee and other expenses so long as they have advance approval from the Treasurer.

21.8.3 This Rule shall not prohibit an Officer's entitlement in Rule 11.3.3 to attend the Annual National Conference without paying an admission fee.

21.8.4 The Executive may also authorise payment or salary to RWNZ individuals (apart from Officers) who provide professional services to RWNZ provided the transaction is entered into upon "arm's-length terms" (which has the meaning given in section [24\(3\)](#) ISA 2022).

21.9 **Officer's Voting Rights.**

21.9.1 **All Officers Cast One Vote.** Each Officer shall be entitled to cast one vote on each matter to come before the meeting. This is subject however to any other Rule that limits or restricts an Officer's entitlement to vote on a particular matter (such as Rule 20 (Conflict of Interest), or Rule 8.18.1 (impartiality of Decision Makers hearing a Complaint)).

21.9.2 **Tie and Ballot Votes.** The President may cast the deciding vote in the event of a tie, but shall not be entitled to vote on other matters submitted to a vote unless such vote is taken by secret ballot, in which case the President may cast a ballot.

21.9.3 **Proxy Voting Prohibited to Executive.** Executive members are expected to attend all Executive meetings, and proxy voting by the Executive is prohibited.

21.10 **Irregularities.** An irregularity in the manner of calling or holding a meeting of the Executive is waived if all the Executive members entitled to attend and vote at the meeting attend without protest as to the irregularity, or if all such Executive members agree to the waiver.

22. Advisor to the Executive

22.1 **Immediate Past President.** A President who has completed their term in office shall serve in an advisory capacity as a non-voting Officer for one year immediately following their term in office. No President who resigns or is removed from office prior to the completion of his/her term may serve as Immediate Past President. The Immediate Past President may attend all Executive meetings.

23. Sub-Committees

23.1 **Sub-Committees Not Having and Not Exercising the Authority of the Executive.** Sub-Committees not having and not exercising the authority of the Executive in the management of RWNZ may be designated and appointed by a majority of the Executive at a meeting at which a quorum is present.

23.2 **Number of Members.** Each Sub-Committee shall have a minimum of three members.

23.3 **Designation of Sub-Committee Chairpersons and Selection of Members.** The President, subject to the approval of the Executive, shall designate a chairperson for each Sub-Committee. The President shall consult with the chairperson in selecting the remaining members of the Sub-Committee.

23.4 **Duties of Chairperson.** Each Sub-Committee chairperson shall present plans of work and budgets to the President. The President shall present such plans and budgets to the Executive, and no activity shall be undertaken by any Sub-Committee without the specific approval of the Executive, except to the extent permitted by these Rules.

23.5 **Quorum.** Two-thirds of the members of a Sub-Committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Sub-Committee.

23.6 **Rules.** Each Sub-Committee may adopt rules for its own governance not inconsistent with these Rules or with rules adopted by the Executive.

23.7 **Vacancies.** Vacancies in the membership of any Sub-Committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

23.8 **Dismissal of Committee Member.** Any member of a Sub-Committee may be dismissed by a majority vote of the Executive whenever, in the judgement of the Executive, the best interest of RWNZ would be served thereby.

24. Non-voting Officers

24.1 **Non-Voting Officers** may be appointed by a majority of the Executive as they see fit, provided they have consented in the prescribed form and been certified as eligible (see Rule 25.3.2).

24.2 **Duties of Non-Voting Officers.** Each non-voting Officer shall present plans of work and budgets to the President. The President shall present such plans and budgets to the Executive, and no activity shall be undertaken by any non-voting Officer without the specific approval of the Executive, except to the extent permitted by these Rules.

24.3 **Dismissal of Non-Voting Officers.** Any non-voting Officer may be dismissed by a majority vote of the Executive whenever, in the judgement of the Executive, the best interest of RWNZ would be served thereby.

25. Elections

25.1 **Term of Office.** All Executive Officers shall be elected to a one-year term of office, one year being defined as from the first of the month following an Annual General Meeting to the end of the month in which the next Annual General Meeting is held, or until a successor has been duly nominated and elected, or appointed as per Rule 26, in their stead.

25.2 Nomination Process.

25.2.1 Any nominations of candidates for election as Executive Officers of RWNZ must be:

- (a) Made in writing by a current member of RWNZ;
- (b) Signed by the candidate giving written consent to the nomination, and accompanied by a biography of the candidate if such is requested by the Executive; and
- (c) Delivered to the Secretary of RWNZ by the date advised by a mail out (postal or electronic) to members.

25.2.2 If insufficient nominations are received to fill all offices on the Executive, the candidates nominated are taken to be elected (without a ballot) and further nominations are to be received at the Annual General Meeting.

25.2.3 If insufficient further nominations are received, any vacant positions remaining on the Executive are taken to be casual vacancies (see Rule 26).

25.2.4 If the number of nominations received is equal to the number of vacancies to be filled, the persons nominated are taken to be elected (without a ballot).

25.2.5 If the number of nominations received exceeds the number of vacancies to be filled, a ballot is to be conducted.

25.3 **Officer Qualifications and Restrictions.**

25.3.1 Each candidate for the Executive must meet the following requirements:

- (a) Is a current member in good standing as certified by the Membership Secretary;
- (b) Has not already served four terms in the office which they are seeking;
- (c) Does not have a conflict of interest that would disqualify the member from seeking or holding office; and
- (d) Has not already served eight years on the Executive; however, a person with eight years cumulative service on the Executive shall not be disqualified from serving two terms as President.

25.3.2 No person may be appointed or elected as an Executive Officer (or any other Officer), or continue to hold or remain appointed or elected, unless they also meet the requirements of [s 47](#) ISA 2022, including:

- (a) they are a natural person; and
- (b) they are a RWNZ member; and
- (c) they are not disqualified by any ground in [s 47\(3\)](#) from holding office; and
- (d) they consent in writing to their election or appointment; and
- (e) they have certified (in a form prescribed by the Executive), that they meet (and will continue to meet) all the eligibility requirements in this Rule.

25.4 **Election Process (where election is by Ballot)**

25.4.1 If Rule 25.2 (number of nominations received) requires the election of Executive Officers to be conducted by ballot, then:

- (a) **Conduct.** The ballot for the election of Executive Officers is to be conducted by electronic mail in such usual and proper manner as the Executive may direct.
- (b) **Notice.** Ballots must be distributed to all members no later than twenty-one (21) days before the date of the Annual General Meeting.
- (c) **Close.** All ballots must be received by the Executive no later than the date advised to members.

- (d) **Late Nominations or Ballots.** Nominations or ballots received after the dates specified shall not be counted or considered. Any date herein that falls on a Saturday, Sunday or legal holiday shall be moved automatically to the next business day.
- (e) **Counting of Ballots.** Ballots are to be counted by a neutral or unbiased person (or persons) or by a minimum of two members who are not currently on the Executive.
- (f) **Election Decision.** An Executive Officer is elected by ballot if a majority of the eligible votes cast are in their favour.
- (g) **Tie Votes.** In the event of a tie vote, the winner shall be determined by a coin flip conducted in accordance with procedures adopted by the Executive.

25.5 **Elections Announced.** At the Annual General Meeting following election, the election results shall be announced.

25.6 **Election Challenges.** Any challenge to the procedure or the results must be filed in writing with the President no later than ten (10) days after the announcement of the results.

25.6.1 A majority vote of the Executive shall determine the result of the challenge no later than one month after it is filed.

25.7 **Officers Take Office.** The duly elected Officers shall take office at the close of the Annual General Meeting at which the election results are announced, subject to any timely filed challenges.

25.7.1 Regardless of the length of their terms, all Executive Officers shall continue in office until their respective successors have been elected, unless such Officer dies, resigns, or is removed from office sooner.

26. Executive Officer Vacancies

26.1 **Casual Vacancy.** For the purpose of these Rules, a casual vacancy occurs during an unexpired term if an Executive Officer:

- (a) Resigns office by notice in writing given to the Executive;
- (b) Ceases to be a member of RWNZ (see Rule 5);
- (c) Dies;
- (d) Is suspended or removed from office following a Complaint resolution process under Rule 8 (or pursuant to any other Rule);
- (e) Becomes a mentally incapacitated person; or

- (f) Is absent without the consent of the Executive from all meetings of the Executive held during a period of six months;
- (g) No longer meets the eligibility requirements in Rule 25.3.2 for holding office (for instance, they become disqualified from holding office under [s 47\(3\) ISA 2022](#)).

26.2 **Presidential Vacancy.** In the event of a casual vacancy in the office of President for an unexpired term, such vacancy shall be filled by the Vice President for the remainder of the term.

26.3 **Officer Vacancy.** In the event of a casual vacancy in the office of one of the other Executive Officers for an unexpired term, such a vacancy shall be filled by a member appointed by a majority vote of the Executive for the remainder of the term, provided they have consented in the prescribed form and been certified as eligible (see Rule 25.3.2) by the Membership Secretary.

26.4 **Recall Election**

26.4.1 A recall election may be initiated by filing an appropriate Petition for Recall with the Executive.

26.4.2 An appropriate petition is one that is signed by twenty percent of the current members of RWNZ as of the date of the petition.

26.4.3 Upon receipt of an appropriate petition, the Executive shall schedule a recall election, to be conducted in such usual and proper manner as the Executive may direct.

26.4.4 An Officer is recalled if a majority of the eligible votes cast in the recall election vote in favour of recall.

26.4.5 If the Petition for Recall of the Officer alleges habitual dereliction of duty (or alleges other Grounds of Complaint - see Rule 8.2.2), the Officer shall be entitled to seek resolution of the allegations against them by commencing a Complaint in the manner set out in Rule 8, prior to any recall election. Alternatively, the Petition for Recall may be moved or passed on the basis of no allegation or finding of fault.

Part V: Money and Assets of Society

27. Finances and Management

27.1 **Fiscal Year.** The fiscal year of RWNZ shall begin on 1st April of one year and end on 31 March of the next.

27.2 **Use of Funds.** Subject to these Rules and any resolution passed by RWNZ in meeting, the funds of RWNZ are to be used in pursuance of the objects of RWNZ in such manner as the Executive determines.

27.3 Personal Benefits and Payments to Members:

27.3.1 All dues collected and other income earned by RWNZ must be used in pursuance of the objects of RWNZ, and shall not benefit any individual member

27.3.2 RWNZ must not be carried on for the "Financial Gain of Members" (within the meaning of sections [23](#) and [24](#) of ISA 2022).

27.3.3 It is not a violation of Rules 27.3.1 or 27.3.2 if any payment, gain, benefit (etc) is distributed to a RWNZ member for one of the legitimate purposes stated in section [24](#) of ISA 2022, subject to modification by Rule 21.8 (Compensation and Reimbursement) which prohibits payments or salaries to Officers who provide professional services to RWNZ.

27.4 **Opening and Operating Bank Accounts.** The Treasurer, President and Secretary may open RWNZ bank accounts as determined by a majority of the Executive. The Treasurer, President and Secretary are to be signatories on all accounts. Two of these must jointly sign cheques and make payments on behalf of RWNZ.

27.5 **Deposit of Monies.** All money received by RWNZ must be deposited as soon as practicable and without deduction to the credit of RWNZ's bank account.

27.6 **Receipts.** RWNZ must, as soon as practicable after receiving any money, issue an appropriate receipt. When requested, a receipt must be issued.

27.7 **Books of Account.** Annual Financial Statements shall be open for inspection by any current member or their legal representative at all reasonable times. Fourteen (14) days' notice must be given for any such request.

28. Annual Financial Statements:

28.1 **Preparation and Registration.** The Treasurer shall ensure that, within 6 months after RWNZ's balance date, Annual Financial Statements are completed in relation to RWNZ and that balance date; and

28.1.1 are dated and signed by or on behalf of RWNZ by two (2) Executive Officers; and

28.1.2 copies for the period ending on that balance date are given to the Registrar for registration.

28.2 **Accounting Practices.** RWNZ's Annual Financial Statements must be prepared in accordance with the relevant accounting practices specified in section [102\(2\)](#) ISA 2022. If RWNZ is a "small society" (within the meaning of section [103](#)) for the relevant accounting period, it may choose to prepare the Annual Financial Statements in accordance with the following minimum requirements:

28.2.1 the income and expenditure, or receipts and payments, of RWNZ during the accounting period; and

28.2.2 the assets and liabilities of RWNZ at the close of the accounting period; and

28.2.3 all mortgages, charges, and securities of any description affecting any of the property of RWNZ at the close of the accounting period; and

28.2.4 any other requirements prescribed by ISA 2022 (see [Subpart 7 of Part 3](#)) or the Regulations.

28.3 **Financial Review.** The President, with the approval of the Executive, shall appoint an accountant to review the annual financial statements of RWNZ ("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 RWNZ's accounting policies. The Reviewer must be a member of the New Zealand Institute of Chartered Accountants, and must not be a member of the Executive, or an employee of RWNZ. If the President appoints a Reviewer who is unable to act for some reason, the President shall appoint another Reviewer as a replacement.

28.3.1 The Executive is responsible to provide the Reviewer with:

(a) Access to all information of which the Executive is aware that is relevant to the preparation of the financial statements such as records, documentation and other matters;

(b) Additional information that the Reviewer may request from the Executive for the purpose of the review; and

(c) Reasonable access to persons within RWNZ from whom the Reviewer determines it necessary to obtain evidence.

29. RWNZ Property

29.1 **Property of RWNZ.** The following items shall constitute property of RWNZ:

29.1.1 **RWNZ Name, Logo and Acronym.** The name, logo and acronym authorised by the Executive may only be used by any member in good standing with the official written permission of the Executive. The name, logo and acronym may be used only to promote or stimulate interest in RWNZ.

29.1.2 **Common Seal of RWNZ.**

- (a) One or more members of the Executive, together with the President, shall affix the seal and sign the documents in each other's presence following an authorising resolution passed by the Executive.
- (b) A resolution authorising the use of the Common Seal of RWNZ must be passed by a majority of the Executive.
- (c) The Seal will be kept in the custody of the President.

29.1.3 **Other ways to Execute Documents:**

- (a) Alternatively to Rule 29.1.2 (Common Seal), documents may be executed for RWNZ pursuant to an authorising resolution passed by the Executive followed by signing the document under the name of RWNZ by two Executive Officers (one of which must be the President).

29.1.4 **Register of Members.** The Register of Members is a confidential asset of RWNZ, and may not be used in whole or in part for the financial welfare of any individual.

- (a) The Executive shall keep a complete national Register of Members in accordance with Rule 6.
- (b) Any member of the Executive may disclose selected parts to Chapter Convenors or other members for purposes including, but not limited to, the formation of new chapters and contacting new members for established chapters.
- (c) The Register of Members may not be given to any other members or non-members unless:
 - (i) The Executive has approved the delivery of all or part of the Register to a member or non-member for a specific purpose determined by the Executive to promote efficiency in providing member services; and
 - (ii) The member or non-member to whom delivery is authorised must not use any part of the Register for any purpose other than that specified by the Executive in approving the delivery.

29.2 **Custody of Books.** Except as otherwise provided for by these Rules, the Officers must keep in their custody or under their control all records, books and other documents relating to RWNZ.

29.2.1 These records, books, and other documents or information held by RWNZ, excluding the Register of Members, shall be available for inspection by any member at a reasonable hour, subject however that:

- (a) fourteen (14) days' notice must be given with any such request specifying the information sought in sufficient detail to enable the information to be identified;
- (b) no written notes may be taken and no copy of particulars will be issued unless the Executive has granted approval;
- (c) the Executive may within a reasonable time refuse the request for one of the reasons in section [s 81](#) ISA 2022; or otherwise agree to provide the information within a specified period; or conditional upon the member paying a reasonable charge (which must be specified and explained) to meet the cost of providing the information;
- (d) if a charge is applicable, the member may withdraw the request and will be treated as having done so unless within 10 working days after receiving notification of the charge the member informs RWNZ it will pay the charge, or that the member considers the charge to be unreasonable;
- (e) if a member makes a written request to RWNZ for the Annual Financial Statements that were presented at the most recent Annual General Meeting, and/or the minutes of the most recent Annual General Meeting, RWNZ must provide the same and without charge;
- (f) nothing in this rule limits Information Privacy Principle 6 of the Privacy Act 2020 relating to access to personal information.

29.2.2 When no longer an Officer of RWNZ, Officers must transfer all records, books and other documents relating to RWNZ to either the person assuming their office or to the President.

29.3 Distribution of Assets upon Dissolution.

29.3.1 Upon any dissolution of RWNZ, its property and assets shall be distributed as follows:

- (a) All liabilities and obligations of RWNZ shall be paid, satisfied, and discharged, or adequate provision made therefore.
- (b) Assets held by RWNZ requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements.
- (c) Any remaining assets shall not be paid or distributed among the members of the organisation but shall be gifted to a "not-for-profit" entity or entities (within the meaning of section [5\(3\)](#) ISA 2022), as determined by a

resolution of the Executive and approved at a meeting of the members at which a quorum is present, provided that:

- (i) the resolution results in reasonable certainty about the identity of and allocation to any/each not-for-profit entity; and
- (ii) in considering the proposed entities, the Executive has had regard to the purposes of RWNZ; and
- (iii) the resolution is effective and approved under [Subpart 6](#) of Part 5 of ISA2022 (particularly sections [228](#) (notice) and [229](#) (approval)).

Part VI: Miscellaneous

30. Indemnification and Insurance

30.1 **Indemnification.** To the extent permitted by law, RWNZ may indemnify and advance expenses (including court costs and attorney fees) to any present or former Officer or agent of RWNZ who was, is, or is threatened to be made a named defendant or respondent in an action or proceeding because such person is or was an Officer or agent of RWNZ.

30.2 **Insurance.** RWNZ may purchase and maintain insurance on behalf of any person who is or was an Officer or agent of RWNZ against any liability asserted against such person and incurred in such capacity or arising out of his/her status as such a person, whether or not RWNZ would have the power to indemnify him or her against such liability.

31. Amendments of Rules

31.1 Amendments to these Rules may be made only by a special resolution of RWNZ with the exception of the following:

31.1.1 The Executive may amend these Rules to correct wording and punctuation as long as the meaning is not changed, subject to following the non-objection process prescribed in section [31](#) ISA 2022; and

31.1.2 The Executive may amend the numbering and order of these Rules, subject to following the non-objection process prescribed in section [31](#) ISA 2022.

31.1.3 No addition to or alteration of the objects, personal benefit clause or the winding up clause shall be made which affect the not-for-profit status. The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

31.2 Copies of any/all amendments must be given to the Registrar within 25 working days of being passed, accompanied by all information prescribed by s [33](#) of ISA 2022. Amendments shall take effect from the date of registration by the Registrar.

32. Annual Return

32.1 The Executive shall ensure that, within 6 months of RWNZ's balance date, an Annual Return containing all the information prescribed by clause [18](#) of the Regulations is filed with the Registrar in the manner prescribed by clause [17](#).

33. Signing of Documents Generally

33.1 Any person's signature required under these Rules may be executed either physically, or electronically by any secure and generally accepted electronic signature methods. That includes (but is not limited to) an authenticated person inserting a digital image of their personal signature or typing their full name in a relevant field or space provided for their signature. The Executive may approve any other modern and generally accepted digital signature or authentication method; and may require specific methods be used in specific contexts (such as membership applications).

33.2 Documents may be signed (physically or electronically) in one or more identical counterparts, and will be binding on all signatory parties as if they had all signed the one document.

34. Service of Notices Generally

34.1 **Service on Members.** A written notice or other document may be served on a RWNZ member either: (a) personally; or (b) by sending it by post or by e-mail to the RWNZ member at the address of the RWNZ member shown on the Register of Members.

34.2 **Service on RWNZ.** A written notice or other document may be served on RWNZ either: (a) by post to the RWNZ Registered Office; or (b) by personal delivery to the Secretary; or (c) by e-mail delivered to the Secretary provided it is sent to an email address notified to RWNZ members from time to time for the purpose of receiving notices; or (d) if delivered by any other electronic means the RWNZ notifies from time to time for the purpose of sending or receiving electronic documents or forms (such as online portal or form).

34.3 **Time of delivery:** A notice or other document sent in compliance with Rules 34.1 and/or 34.2 (as applicable) is treated as being delivered: (a) if sent by post, at the time it would have been delivered in the ordinary course of post; (b) if served personally, at the time of personal delivery; and (c) if sent by e-mail, at the time recorded by the sending system as being sent

(provided that the sender does not receive any error message relating to the sending within 36 hours of sending).

35. RWNZ Contact Person

- 35.1 RWNZ shall have at least one (1) but no more than three (3) contact person(s) whom the Registrar can contact when needed. Each contact person's name must be provided to the Registrar, along with their contact details (including a physical address or an electronic address, and a telephone number).
- 35.2 A contact person can be appointed (or removed) by the Executive, or elected by RWNZ members at a General Meeting. The contact person must be at least 18 years of age, and ordinarily resident in New Zealand. The position of contact person may be held separately or in conjunction with any office in the RWNZ.
- 35.3 Any change in contact person, or to a contact person's name or contact details, shall be advised to the Registrar within 20 working days of that change occurring, or RWNZ becoming aware of the change.

36. Definitions

- 36.1 In these Rules, the following definitions apply:

Annual Financial Statements means the financial statements prepared by RWNZ annually in accordance with Rule 28.2.

Annual Report means the report given at the Annual General Meeting referred to in Rule 9.2.1(b).

Annual Return means the document prepared and filed annually with the Registrar in accordance with Rule 32.

Complaint has the meaning in Rule 9.

Dispute has the meaning in Rule 9.

Executive Committee means the governing body of RWNZ for any particular year, duly constituted and with the powers, duties, and functions set out in these Rules (see Part IV), at times referred to in these Rules as the Executive.

Financial Gain of Members has the meaning in sections [23](#) and [24](#) of ISA 2022.

General Meeting means an Annual General Meeting or Special General Meeting of RWNZ. It does not include a meeting of the Executive, or the Annual National Conference (or other conference or workshop convened or attended by members).

Officer means a natural person who:

- (a) is a member of the Executive (also called an "**Executive Officer**"); or
- (b) occupies a position in RWNZ that allows that person to exercise significant influence over the management or administration of RWNZ.

ISA 2022 means the Incorporated Societies Act 2022 as amended or replaced from time to time. It includes any **Regulations** made under the same.

Majority vote means a simple majority (more than half) of the votes cast by those members entitled to vote and voting upon the question. This definition is subject to any contrary Rule requiring a higher majority.

Person, unless specified, includes a natural person, firm, company, corporation, incorporated society, incorporated charitable trust, unincorporated body of persons, district or regional councillor government or agency thereof or other body or entity (in each case whether or not having separate legal personality).

Registrar means the Registrar of Incorporated Societies.

Register of Members means the Register of Members described in Rule 7.

Rules means the rules set out in this Constitution.

Society means the Romance Writers of New Zealand Incorporated, at times referred to in these Rules as **RWNZ**.

Written includes electronic communications.