

CONSTITUTION OF THE NEW ZEALAND WRITERS GUILD INCORPORATED

8 DECEMBER 2025

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1. Adoption of this constitution

- 1.1 New Zealand Writers Guild Incorporated was incorporated in Wellington on 31 October 1983.
- 1.2 This constitution was adopted by way of amendment on 8 December 2025 to replace the NZWG's previous constitution.

2. Name

- 2.1 The name of this incorporated society (referred to as NZWG) is New Zealand Writers Guild Incorporated.

3. Contact Person

- 3.1 NZWG shall have at least 1 but no more than 3 contact person(s) whom the Registrar can contact when needed.
- 3.2 NZWG's contact person must be:
 - (i) At least 18 years of age, and
 - (ii) Ordinarily resident in New Zealand.
- 3.3 A contact person can be appointed by the Committee or elected by the Members at a General Meeting.
- 3.4 Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including:
 - (i) a physical address or an electronic address, and
 - (ii) a telephone number.
- 3.5 Any change in that contact person or that person's name or contact details shall be advised to the Registrar of Incorporated Societies within 20 Working Days of that change occurring, or the Society becoming aware of the change.

4. Definitions and interpretations

- 4.1 In this constitution, unless the context otherwise requires
 - (a) **Act** means the Incorporated Societies Act 2022 or its successors and any regulations made under those statutes.
 - (b) **Contractee** means a person employed to perform services under a contract.
 - (c) **Annual General Meeting** has the meaning given in clause 20.1.
 - (d) **Arm's-length terms** mean terms between NZWG and an officer or a member in relation to a transaction that:
 - (i) would be reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or
 - (ii) are less favourable to the officer or member than the terms referred to in clause 2.1(d)(i); and
 - (iii) do not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of NZWG.
 - (e) **Board** means the officers of NZWG acting as a board in accordance with this constitution.
 - (f) **General meeting** means either an Annual General Meeting or a Special General Meeting.
 - (g) **Industry** means the film and television, radio, and theatre industry(s).
 - (h) **Interest Register** means the register of officer interests maintained by the Board pursuant to clause 15.1 of this constitution.
 - (i) **Member** means an individual or entity that has become a member of NZWG, paid any subscriptions due and whose membership has not been terminated, in accordance with this constitution.
 - (j) **National Office** means the current office and staff of NZWG.
 - (k) **New Zealand writers** or **Aotearoa New Zealand writers** means writers who are citizens or permanent residents of Aotearoa New Zealand.

- (l) **Notice** means any notices sent by post, courier, or email to the most recent physical, postal, or email address of the intended recipient that is known to the sender of the notice or, in the case of notices to NZWG, to NZWG’s registered office.
- (m) **NZWG** means the incorporated society with the name specified in clause 2.1 and governed by this constitution.
- (n) **Objectives** means the Objectives of NZWG provided for in clause 4 of this constitution.
- (o) **Officer** means an officer of NZWG appointed pursuant to clause 11 of this constitution.
- (p) **Other Board members** mean the Board members referred to in clause 11.1(f).
- (q) **President** and **Co-Presidents** mean the individual(s) appointed as NZWG’s President or Co-Presidents pursuant to clause 11.1(a) whose duties include those provided for in clause 13.1.
- (r) **Regions** means those regions defined in clause 6.2.
- (s) **Regional Representative** means the individual appointed as the representative of a Region pursuant to clauses 11.1(c), (d), or (e), whose duties include those provided for in clause 13.3.
- (t) **Register** means the Register of Incorporated Societies.
- (u) **Registrar** means the Registrar of Incorporated Societies under the Act.
- (v) **Secretary** means the individual appointed as NZWG’s Secretary pursuant to clause 11.13 whose duties include those provided for in clause 13.4.
- (w) **Special General Meeting** has the meaning given in clause 20.2.
- (x) **Treasurer** means the individual appointed as NZWG’s Treasurer pursuant to clause 11.13 whose duties include those provided for in clause 13.5.
- (y) **Vice-President** means the individual appointed as NZWG’s Vice-President pursuant to clause 11.1(b) whose duties include those provided for in clause 13.2.
- (z) **Writers** means Aotearoa New Zealand writers engaged, whether currently or in the past, in writing for film, television, theatre, radio, gaming, comics, and multi-media and “writing” shall mean the work those writers do.
- (aa) **Working Days** means as defined in the Legislation Act 2019.

5. Objectives – Aims and Purpose

- 5.1 Subject to clause 4.2, the Objectives (Aims and Purpose) of NZWG are:
- (a) To protect, represent and further the interests of Aotearoa New Zealand writers.
 - (b) To be the national and international voice of Aotearoa New Zealand writers.
 - (c) To establish, maintain and improve minimum conditions of work and rates of compensation for writers.
 - (d) To provide communication, negotiation, conciliation, arbitration, information, and advisory services for members in their relationships with employers, contractees, producers, other writers, or anyone else in relation to their work.
 - (e) To promote policy, legislation, and legal and economic rights for the benefit of writers, including but not limited to the issues of copyright, moral rights, and status of the artist.
 - (f) To support members engaged in disputes with employers and to give similar support to other unions or organisations making common cause with NZWG.
 - (g) To affiliate with other local, national, or international bodies where such affiliation is likely to protect or further the interests of members.
 - (h) To consult with, provide education and information resources for and encourage representation from all members throughout New Zealand.
 - (i) To function and work in a way that adheres to the spirit and principles of Te Tiriti o Waitangi.
 - (j) To secure greater influence and visibility for writers generally with the general public and within the industry, specifically including producers, directors, funding bodies (whether funded from public or private sources).
 - (k) To provide professional development for Aotearoa New Zealand writers, including the ability to set up or support other organisations to provide such development.

- (l) To identify and, where appropriate, actively support the development of institutions and facilities having the presentation of members work as their central purpose.
 - (m) To hold, purchase, lease or mortgage and otherwise deal with, or in, all forms of property and to raise money by borrowing on security of the property of NZWG or otherwise.
 - (n) To do all things that are necessary and desirable to achieve fulfilment of the preceding aims and objectives in a manner consistent with the interests and welfare of members.
- 5.2 Notwithstanding clause 4.1, no member of NZWG may derive any personal pecuniary gain from membership of NZWG.

6. Powers

- 6.1 **NZWG's power:** Except as restricted by this constitution, NZWG has full capacity, rights, powers, and privileges to carry on or undertake any activity, do any act, or enter into any transaction required to further or promote the Objectives including, without limitation, to:
- (a) do any act or thing incidental or conducive to the attainment of the Objectives;
 - (b) use such of its fund to pay the costs and expenses of furthering or carrying out the Objectives;
 - (c) employ one or more individuals on such terms approved by the Board (subject to clause 5.3);
 - (d) purchase, lease, hire or otherwise acquire, exchange and sell, lease or otherwise dispose of property, rights, or privileges.
- 6.2 **Restriction:** Regardless of any other provision in this constitution, NZWG must not do anything:
- (a) other than to further the Objectives; or
 - (b) for the personal or individual financial gain of any member (except as provided for in clause 5.3).
- 6.3 **Arm's length transaction:** NZWG may provide financial benefits to a member or officer, or any associated person but only on arm's length terms and any payments made in respect of such transactions must be limited to:
- (a) a fair and reasonable reward for services performed;
 - (b) reimbursement of expenses properly incurred;
 - (c) usual professional, business, or trade charges; and/or
 - (d) interest at no more than current commercial rates.

7. Membership

- 7.1 **Eligibility and Requirements:** In general, eligibility for NZWG's membership shall be confined to those writers engaged, whether currently or in the past, in writing or those that have the prospect of such engagement or have a genuine desire to support the aims and Objectives of NZWG, subject to satisfying the criteria detailed in 6.3.
- 7.2 **Regions:** Where relevant, for the purpose of representing and providing services, the NZWG membership shall be separated into the following regions:
- (a) Northern: all members residing in the Northland, Auckland, Thames Valley, Bay of Plenty, Waikato, Taupo, and King Country regions;
 - (b) Central: all members residing in the Poverty Bay, Hawkes Bay, Wairarapa, Taranaki, Wanganui, Manawatu, Wellington, Nelson, and Marlborough regions; and
 - (c) Southern: all members residing in the South Island excluding those residing in the Nelson and Marlborough regions.
- 7.3 **Classification and criteria:** The classes of membership and the method by which members are admitted to different classes of membership are as follows:
- (a) **Full Membership:** is designed for professional writers who have a writing credit. A Full member must satisfy one of the following credit requirements:
 - (i) Film – as a dramatist, documentary or narrative writer who has created not less than a total of a broadcast hour of material which has been produced by a recognised production company or authority.

- (ii) Television – as a dramatist, documentary or narrative writer who has created not less than a total of a broadcast hour of material which has been produced by a recognised production company or authority.
 - (iii) Theatre – as a dramatist for theatre who has had a play or other scripts of not less than fifty minutes duration produced for public performance.
 - (iv) As an author of sketches and routines of a total of no less than thirty minutes duration produced by professional performers, broadcasters, or managements.
 - (v) Radio – as a dramatist, documentary or narrative writer who has created a total of not less than a broadcast hour of material which has been produced by a recognised production company or authority.
 - (vi) As a script editor who has script edited a feature film or three broadcast hours of material for broadcasting.
 - (vii) Any person who, in the opinion of the Board, is of a professional standing entitling such person to Full membership.
- (b) **Associate Membership:** is available to those writers who do not meet the criteria for Full membership but who are working towards eligibility for Full membership or, in the opinion of the Board, have a genuine desire to support the Objectives of NZWG.
- (c) **Institutional Membership:** Any educational institution that offers a writing programme may apply for an institutional membership. Such membership shall only cover the students of that institution currently enrolled in a writing course.
- (d) **Life Membership:** Any person may be invited by the Board to become a Life Member provided that they have been a Full Member of NZWG for a total of not less than 20 years and are past the current age of retirement in New Zealand.
- 7.4 **Subscription:** All members, except Life members, shall pay the membership subscription amount due for their level of membership. Membership subscriptions shall be payable annually and in advance or at such other periods as the Board shall determine.
- 7.5 **Contact details:** Every member must advise the National Office of any change of their contact details.
- 7.6 **Register of members:** The National Office must keep a register of members recording:
- (a) the name of each member;
 - (b) the last known contact details of each member;
 - (c) the date on which each person became a member;
 - (d) all other information prescribed by the Act (if any).
- 7.7 **Update to register:** NZWG must update its register of members as soon as practicable after becoming aware of changes to the information recorded on the register.
- 7.8 **Rights and duties of members:** All Members shall have the following rights:
- (a) To receive information about NZWG activities, contracts, rates of pay and other professional advice and reasonable access to NZWG services commensurate with their membership level and status.
 - (b) To be notified of any intended changes to this constitution.
 - (c) To be consulted on the setting up of new legal entities by NZWG unless this information is commercially sensitive.
 - (d) To be given reasonable opportunities to evaluate Guild services.
 - (e) To have any grievance they have with NZWG, Guild staff, officers, or Board handled in line with the procedure set out in the relevant Guild policy statement.
- 7.9 **No claim:** No Member shall have a claim against NZWG, whether financial or otherwise, for any loss that they have experienced or believe they have experienced from any advice or information received from NZWG.
- 7.10 **Voting Rights:** Only Full members shall have the right to vote at General Meetings or for elections held to determine key officers and the Board.
- 7.11 **Duties of Members:** Every Member is bound by this constitution and shall further the Objectives, interests, and influence of NZWG. All Members shall comply with the following:
- (a) Accept commissions in written form only.

- (b) Enter into contracts containing terms and conditions no less favourable than those laid down in any Guild Minimum Basic Agreement covering the work involved.
- (c) Not enter into contract with an individual, company, or organisation appearing on NZWG's current strike list.
- (d) Refuse a credit which misrepresents the contribution made.
- (e) Abide by decisions of the Board.
- (f) Behave in a manner likely to foster confidence, goodwill, and unity within and towards NZWG and not engage in any activity that could be deemed detrimental to the reputation of NZWG.
- (g) Promote the interests and the Objectives of NZWG.

8. Application and admission of members

- 8.1 **Applications:** Applicants for membership as Full members, Associate members, or Institutional members must complete any application form provided by the National Office and supply such information (including evidence of such applicants' eligibility for any membership type) as may be required by the Board. Applications for membership shall be made through NZWG's website membership login page or in-person, via telephone, or email with permission by the National Office.
- 8.2 **Consent:** Memberships application forms must provide a mechanism for the applicant for membership to confirm their consent to become a member of NZWG, which may include:
- (a) A requirement for the applicant to sign the application form; or
 - (b) A requirement for the applicant to confirm by electronic means their consent to become a member of NZWG.
- 8.3 **Institution's consent:** If the application for membership is completed by an entity seeking Institutional Membership, the consent required for the purposes of clause 7.2 must be given on the applicant's behalf in writing by a person acting under the applicant's express or implied authority.
- 8.4 **Joining fee:** All new Members shall be required to pay a joining fee in addition to the current membership subscription. Any Member rejoining NZWG after a period of having been unfinancial may, at the discretion of the National Office, also be required to pay the joining fee.
- 8.5 **Decision:** The National Office and/or the Board has discretion whether or not to admit a membership applicant to membership and must advise the applicant of its decision within a reasonable time of the application being provided to the Secretary.
- 8.6 **Decline and reconsideration:** Any application for membership may be declined by the National Office and/or the Board if the applicant does not meet the entry criteria. Any applicant who has been declined membership may appeal to the Board to have their membership application reconsidered. The Board shall review the application at its earliest opportunity. The applicant shall have the opportunity to be heard in support of their application. The Board shall make a decision on the application and this decision will be final.
- 8.7 **Provision of information:** All members shall receive, on acceptance of their application, information as to how to access a copy of the following documents:
- (a) This constitution;
 - (b) All NZWG agreements current at that time. Any negotiated change to an agreement shall be notified to each member where the existing copy is capable of alteration. If an agreement or part of an agreement is so re-written as to make alteration impractical, a new copy or substitute pages shall be made available.

9. Subscription

- 9.1 **Annual subscription:** The annual subscription payable for different classes of membership for the following financial year must be set by resolution at each Annual General Meeting. If no resolution changing subscription amounts is passed at an Annual General Meeting, the subscription amounts in place at the commencement of that Annual General Meeting will continue to apply.

- 9.2 **Subscription payment in advance:** Membership subscriptions shall be payable annually in advance or at such other periods as the Board shall determine.
- 9.3 **Arrears:** Any Member being in arrears with payment of their annual subscription six months after payments of the subscription was due shall be deemed to be unfinancial and shall cease to be a Member. Upon ceasing to be a Member, such persons must cease to hold themselves out as a Member of NZWG and must return to NZWG all material produced by NZWG (including any membership certificate, handbooks, and manuals) requested by the Board.

10. Cessation of membership

- 10.1 **Resignation:** Any member may resign from that member's class of membership by a one-month notice to the Secretary and the following terms will then apply:
- (a) The resignation will take effect from the date of the resignation notice;
 - (b) The member resigning remains liable to pay all subscriptions, and any other fees to the effective date of resignation;
 - (c) The resigning member must cease to hold themselves out as a member of NZWG and must return to NZWG all material produced by NZWG (including any membership certificate, handbooks, and manuals) requested by the Board from the date of their resignation.
- 10.2 **Termination:** The National Office and / or the Board may give a Member notice terminating that Member's membership if:
- (a) that Member ceases to be qualified to be a member; or
 - (b) that Member knowingly breaches any duties of members prescribed under clause 6.11; or
 - (c) the National Office and / or the Board considers that member's occupation is likely to prejudice that member's attitude towards NZWG's Objectives or that the member's access to NZWG information could frustrate NZWG in present or future negotiations or that the member's deeds or actions have damaged NZWG in any way; or
 - (d) that Member does or has done anything to damage NZWG in any way; or
 - (e) that Member does or has done anything to bring NZWG into disrepute; or
 - (f) that Member is removed as a member pursuant to the provisions of this constitution.
- 10.3 **Reconsideration:** If the Member wishes to contest the termination, that member shall, within 15 working days of the termination notice, forward to the National Office a submission regarding the termination. The Board shall meet to discuss the termination, and the member shall have the opportunity to be heard in support of their submission. The Board shall then make a decision on the termination. Any decision to terminate a membership shall require at least a two-thirds majority vote of the full Board. This decision will be final and there shall be no right of appeal from this decision.
- 10.4 **Effect of termination:** When a Member's membership is terminated under clause 9.2:
- (a) the termination will take effect from the date specified in the termination notice, or in the case of reconsideration, the date the National Office and / or the Board makes the final decision;
 - (b) the Member remains liable to pay all subscriptions, and any other fees to the date of termination; and
 - (c) the Member must cease to hold themselves out as a Member of NZWG and must return to NZWG all material produced by NZWG (including any membership certificate, handbooks, and manuals) requested by the Board from the date of the termination notice.

11. Re-admission of former members

- 11.1 **Application:** Any former member may apply for re-admission in the manner prescribed for new applicants and may be re-admitted by decision of the Board.
- 11.2 **Restrictions:** However, if a former member's membership was terminated by the Board under clause 9.2 the applicant may reapply for membership no earlier than one year from the date of that former member's termination or, in the case of reconsideration, within one year of the final decision. Re-

admission of a previously terminated member shall be solely at the discretion of the Board and shall require at least a two-thirds majority vote of the full Board.

12. The Board (NZWG Committee)

- 12.1 **Powers and Composition:** The Board (NZWG Committee) has all the powers necessary for management directly and supervising the management, operation, and affairs of NZWG, subject to the terms of this constitution. The Board shall consist of the following officers:
- (a) a President or two Co-Presidents;
 - (b) a Vice-President;
 - (c) a Regional Representative for the Northern region;
 - (d) a Regional Representative for the Central region;
 - (e) a Regional Representative for the Southern region;
 - (f) a maximum of six other Board members.
- 12.2 **Qualifications:** To qualify for appointment as an officer, a nominee must satisfy the qualifications for appointment as an officer in section 47 of the Act.
- 12.3 **Eligibility:** To be eligible for election to the Board, a candidate must have been a Full Member of NZWG for a minimum of two complete, consecutive years – those years to be immediately prior to the closing date for nominations. However, if a candidate has been a Full member of NZWG for no less than two years at any previous time, this requirement will be reduced to one year immediately prior to the closing date for nominations. No member who is currently, or who at any time in the preceding twelve months has been a board member or officer of the Screen Production and Development Association (SPADA), the Directors and Editors Guild of Aotearoa New Zealand (DEGANZ), the New Zealand Film Commission (NZFC), New Zealand on Air (NZOA), or Te Māngai Pāho (TMP) shall be eligible to seek election to the Board. Candidates for any of the positions of Regional Representative must be resident in the region they are seeking to represent.
- 12.4 **Term(s):** The officers appointed will hold office for a term of two years from the date of appointment and may seek re-appointment at the expiry of the term.
- 12.5 **Number of Board members:** The Board shall consist of a minimum of seven members and a maximum of 11 members (or 12 if there are two Co-Presidents).
- 12.6 **Number of meetings:** The Board shall meet a minimum of four times during its term.
- 12.7 **Location of meetings:** The Board shall meet in the location of the National Office. Any Board member outside of the region of the National Office shall be able to participate in meetings by online, video or telephone conference call or other means of communication.
- 12.8 **Board duties:** All Board members will be required to agree to adhere to the Board Responsibilities policy.
- 12.9 **Contract:** All Board members will be required to sign a contract of service at the beginning of their term. This contract will list the responsibilities of Board.
- 12.10 **First Meeting:** A meeting of the Board shall be held as soon as practicable after the Annual General Meeting and in any case within two months of such general meeting.
- 12.11 **Appointment of Board Members:** The Board may, at its discretion, decide that the role and duties of the President are shared between the elected President and a second existing Board member designated as Co-President for the current term.
- 12.12 **Vacancy:** If there are no candidates for the position of President or Co-Presidents, Vice-President, Northern Regional Representative, Central Regional Representative, Southern Regional Representative, or less than four candidates for the positions of other Board members or if any Board member resigns or dies then the existing Board shall appoint other individuals to fill the vacant positions. Board Members appointed in this way must fulfil the qualifications and eligibility requirements for Board members in clauses 11.2 and 11.3 and:
- (a) shall be deemed to have been elected to the Board; and
 - (b) shall have all the duties and rights of other Board Members; and
 - (c) will hold office until the date of the next Board election.

- 12.13 **Appointment of Secretary and Treasurer by the Board:** The Board shall, from within the ranks of the Board or NZWG staff, appoint a Secretary and Treasurer at its first meeting after the Annual General Meeting. If the Secretary or Treasurer is a Guild staff member, they shall have the right to attend meetings and have equal speaking rights, shall count as a Board member for the purposes of forming a quorum but not in terms of clause 11.5 and shall not have the power to vote. The Secretary and Treasurer do not need to be Members of NZWG, and maybe the same person.
- 12.14 **Appointment of the NZWG Officer:** The Board shall appoint the NZWG Executive Director as the NZWG Officer at its first meeting after the Annual General Meeting. They shall have the right to attend meetings and have equal speaking rights; they shall not have the power to vote.
- 12.15 **Appointment of Advisors:** The Board shall have the power to appoint up to two advisors to the Board. These advisors shall have all the rights of other Board members including the right to vote. Any advisor's term of membership shall come to an end at the next Annual General Meeting. The Board may, at any time and at its discretion, cancel any appointment and re-appoint a new advisor.
- 12.16 **Removal:** Any officer may be removed as an officer by a resolution of a general meeting of which prior notice was given in the notice of meeting, and which is passed by a simple majority of those present and voting. note: to discuss

13. Election protocol

- 13.1 **Process of Election:** Elections shall be conducted by a postal or electronic vote of all Full Members.
- 13.2 **Call for Elections:** At least eight weeks prior to the Annual General Meeting, a notice of meeting with nomination forms for all elected Board positions shall be posted to all Full Members of NZWG.
- 13.3 **Nominations:** Nominations for appointment as an officer, accompanied by the evidence of consent of each nominee, must be received by the National Office not less than four clear weeks before the date of the Annual General Meeting. Such forms are to be signed by the proposer, seconder, and nominee, all being Full members and returned to the National Office no later than four weeks prior to the Annual General Meeting along with a statement from the candidate of no more than 300 words.
- 13.4 **Uncontested election:** Should there be no more than one candidate for President or Co-Presidents, Vice-President, Northern Regional Representative, Central Regional Representative, Southern Regional Representative, or no more than six candidates for the positions of other Board members, then those candidates will be deemed to have been elected, and no elections shall be required.
- 13.5 **Voting:** At least three weeks prior to the Annual General Meeting the National Office shall:
- (a) email or if requested, post voting papers listing all those standing for the positions of President or Co-Presidents, Vice-President and the four other Board members along with any statement provided by the candidates to all Full Members of NZWG.
 - (b) email or if requested, post voting papers listing all those standing for the positions of Northern Regional Representative, Central Regional Representative and Southern Regional Representative along with any statement provided by the candidates to all Full Members of NZWG resident in the Region the representative is standing for.
- All voting papers are to be returned to the National Office no later than 5pm the day before the Annual General Meeting.
- 13.6 **Process of Election:** The following procedures must be followed for the processing of Board elections for postal or electronic votes:
- (a) **Receipt of postal votes:** All votes received by the National Office are to be kept in a locked, secure place.
 - (b) **Counting of postal ballots:** Voting papers are to be counted by an independent assessor.
 - (c) **Receipt of electronic vote:** All votes placed via a secure online portal or website shall be kept password protected.
 - (d) **Confirmation of electronic count:** An independent assessor will confirm the result of the electronic vote.
 - (e) **Results of elections:** Results of the election shall be announced at the Annual General Meeting.

14. Role and duties of the Board (NZWG Committee)

- 14.1 **President and Co-President:** The President and any Co-Presidents shall carry the ultimate responsibility for adherence to this constitution. The President and any Co-President shall:
- (a) ensure all meetings of the Board and the Annual General Meeting and any other official meeting of NZWG are carried out in accordance with the standard meeting procedures in Schedule A;
 - (b) exercise a casting vote as well as a deliberative vote in the event of equal voting at any Board meeting;
 - (c) when Co-Presidents cannot agree on a unanimous casting vote, this vote is then deferred to the Vice President;
 - (d) ensure that all decisions of the Board are acted upon;
 - (e) perform all the functions usual and appropriate to the office of President.
- 14.2 **Vice President:** Shall render all assistance to the President (or the Co-Presidents if applicable). The Vice-President shall:
- (a) assume the powers of the President (or the Co-Presidents if applicable) in their absence, in consultation with the Secretary and Treasurer.
 - (b) in the absence of the President (or the Co-Presidents if applicable) at any Guild or Board meeting, chair the meeting and have the usual powers of the President.
 - (c) in the event that the Co-Presidents cannot confirm a unanimous casting vote, the Vice President shall exercise the casting vote.
- 14.3 **Regional Representatives:** Each Regional Representative shall be responsible for representing their region on the Board with the support of staff at the National Office. In addition, the Regional Representatives shall have all duties and responsibilities of the Board pursuant to clause 13.6.
- 14.4 **Secretary:** Shall be responsible for the administration of the Board, in conjunction with the National Office. The Secretary shall:
- (a) summon and attend all meetings of the Board, record and circulate minutes of the meetings.
 - (b) conduct all correspondence of the Board, keep copies of and circulate letters sent and received for submission as required.
 - (c) hold and store securely all records and documents as required by the Board and produce the same as required.
 - (d) make all necessary returns and applications to the Registrar as required including notifying the Registrar of any change in the constitution or a change in the address of the National Office.
 - (e) maintain NZWG Policy Statements.
 - (f) keep a membership register of Members recording their names and contact details, the dates each member became a member and all other information required by the Act.
 - (g) in the event of their resignation, deliver all records, documents, and property of NZWG to his or her successor within 14 days of resignation.
- 14.5 **Treasurer:** Shall oversee the finances of NZWG. The Treasurer shall:
- (a) keep such records and books of account as required and show clear and true statements of Guild finances.
 - (b) invest funds on behalf of NZWG as the Board may direct.
 - (c) oversee the financial administration of NZWG in accordance with clause 14.
 - (d) provide as soon as possible after the end of financial year completed financial statements that comply with the Act and provide all records as may be required to ensure as far as possible that an audited or reviewed statement of Guild finances is available at the Annual General Meeting.
 - (e) prepare forecast budgets in conjunction with the National Office where required by the Board.
 - (f) in the event of their resignation, to deliver all record, books of account and property of NZWG together with an audited or reviewed statement of the financial position of NZWG at the date of resignation to his or her successor within 28 days following such resignation.
- 14.6 **The Board:** Without limiting clause 11.1, The Board shall be responsible for governing NZWG, ensuring the Objectives of NZWG are adhered to and upholding the Constitution in a manner likely to foster

confidence, goodwill, and unity within and towards NZWG. The provisions of schedule A shall govern the proceedings of the Board. The Board shall :

- (a) endeavour to ensure there are adequate funds to provide services to members;
- (b) account to members and funding bodies for the management of funds;
- (c) formulate and write the policy of NZWG and abide by this policy;
- (d) monitor and control the quality of services provided by NZWG;
- (e) act as a fair and equitable employer of the staff employed by NZWG in accordance with any relevant statutory requirements;
- (f) negotiate and supervise national agreements and disputes;
- (g) promote and encourage communication between all Guild members with the purpose of establishing a wide body of opinion from members on which to formulate national policy on various issues of concern and interest;
- (h) consider and make final decisions upon all remits and recommendations from the Annual General Meeting including those to change this Constitution;
- (i) appoint representatives to other organisations. Representatives are to be appointed by majority vote of the Board;
- (j) be responsible for approving and declining applications for membership to NZWG.

14.7 **National policy and planning:** The full Board, including the Regional Representatives, shall meet in person at least once each year for the purpose of discussing Guild policy and planning.

15. Duties of the NZWG Officer

At all times each Officer:

- (a) shall act in good faith and in what he or she believes to be the best interests of the Society,
- (b) must exercise all powers for a proper purpose,
- (c) must not act, or agree to the Society acting, in a manner that contravenes the Act or this Constitution,
- (d) when exercising powers or performing duties as an Officer, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation:
 - (i) the nature of the Society,
 - (ii) the nature of the decision, and
 - (iii) the position of the Officer and the nature of the responsibilities undertaken by him or her
- (e) must not agree to the activities of the Society being carried on in a manner likely to create a substantial risk of serious loss to the Society or to the Society's creditors, or cause or allow the activities of the Society to be carried on in a manner likely to create a substantial risk of serious loss to the Society or to the Society's creditors, and
- (f) must not agree to the Society incurring an obligation unless he or she believes at that time on reasonable grounds that the Society will be able to perform the obligation when it is required to do so.

16. Finances

16.1 **Financial Year:** The financial year of NZWG shall run from 1 January to 31 December of the same year (the latter date being NZWG's balance date).

16.2 **Money to be Property of NZWG:** All monies received from entrance fees, subscriptions, donations, income or otherwise shall be the property of NZWG and applied in carrying out the Objectives of NZWG and paying for its administration according to a budget or monetary policy laid down by the Board.

16.3 **Distribution of Guild property prohibited:** The organisation does not have the purpose of making a profit for a proprietor, member, or shareholder and prohibits a distribution of property in any form to a member, proprietor, or shareholder; and has a constitution that prohibits a distribution of property in any form to a member, proprietor, or shareholder.

- 16.4 **Amount of Fees and Subscriptions:** Entrance fees and membership subscriptions shall be such amounts as determined from time to time by the Board and the National Office, considering the forecast budget prepared by the Treasurer and the views expressed at the annual general meeting.
- 16.5 **Auditor:** Shall be appointed annually by the Board to audit or review the accounts of NZWG. Any such auditor must be a member of Chartered Accountants Australia and New Zealand and not a member of NZWG, and if any such auditor is unable to act the Board must appoint a replacement auditor.
- 16.6 **Bank account:** The Board must maintain bank accounts in the name of NZWG, and all cheques and withdrawal forms must be signed, and all electronic transactions must be approved by the Treasurer and adhere to the two stage authority policy of NZWG.
- 16.7 **Money received:** All money received on account of NZWG must be banked within five working days of receipt.
- 16.8 **Payments:** All accounts paid or for payment must be submitted to the Treasurer who must then present the accounts to the Board for approval of payment.

17. Disclosure of officer interest and personal benefit

- 17.1 **Interest Register:** The Board must maintain a register in which officer's interests are recorded.
- 17.2 **Disclosure of interest:** An officer who is interested in a matter relating to NZWG (as defined in section 62 of the Act) must disclose details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified):
- (a) to the Board; and
 - (b) in the Interest Register.
- 17.3 **Prompt disclosure:** Disclosure under clause 15.2 must be made as soon as practicable after the officer becomes aware that they are interested in the matter.
- 17.4 **Personal benefit:** No member of the organisation or any person associated with a member, shall participate in, or materially influence any decision made by the organisation, in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever. Any such income shall be reasonable and relative to that which would be paid on an arm's length terms.

18. Officer ceasing to hold office

- 18.1 A person ceases to be an officer if the person:
- (a) resigns in accordance with clause 16.2;
 - (b) is removed from office in accordance with clause 11.16;
 - (c) becomes disqualified from being an officer under section 47(3) of the Act;
 - (d) dies; or
 - (e) otherwise vacates office in accordance with this constitution.
- 18.2 An officer may resign by giving notice of resignation to the Secretary and the President and the notice of resignation will take effect when it is received by the Secretary and the President or at any later time specified in the notice.
- 18.3 Each officer must, within one calendar month of submitting a resignation or ceasing to hold office, deliver to that officer's successor or the Secretary all books, papers and other property of NZWG possessed by such former officer requested by the Board.
- 18.4 Despite vacating office as an officer, a person who has held office as an officer remains liable for acts and omissions and decisions made while that person was an officer.

19. Execution of documents

- 19.1 A contract or other enforceable obligation may be entered into by NZWG, when authorised by a resolution of the Board, on the following basis:
- (a) an obligation that, if entered into by a natural person, would, by law, be required to be by deed may be entered into on behalf of NZWG in writing signed under the name of NZWG by:
 - (i) two or more officers of NZWG; or

- (ii) officers of NZWG using the Common Seal in accordance with clause 25; or
- (iii) one or more attorneys appointed by NZWG under section 124 of the Act.
- (b) an obligation that, if entered into by a natural person, is, by law, required to be in writing may be entered into on behalf of NZWG in writing by a person acting under NZWG's express or implied authority.
- (c) an obligation that, if entered into by a natural person, is not, by law, required to be in writing may be entered into on behalf of NZWG in writing or orally by a person acting under NZWG's express or implied authority.

20. Amending this constitution

- 20.1 This constitution may be amended or replaced by resolution of any general meeting passed by a simple majority of those members present and entitled to vote, provided that no amendment may be made which would:
- (a) alter the Objectives of NZWG;
 - (b) alter the rules precluding members from obtaining any personal benefit from their membership; and
 - (c) affect the tax-exempt status or non-profit body status of NZWG.
- Subject to the Act, the provisions and effect of this clause shall not be removed from this constitution and shall be included and implied into any constitution replacing this constitution.
- 20.2 Any proposed motion to amend or replace this constitution must be signed by at least two members and given in writing to the National Office at least 14 working days before the general meeting at which the motion is to be considered, accompanied by a written explanation of the reasons for the proposal.
- 20.3 At least 14 working days before the general meeting at which any such proposal is to be considered, the National Office must give notice (in accordance with this constitution) to all members of the proposed motion, of the reasons for the proposal and of any recommendations from the Board in respect of that notice.
- 20.4 Subject to clause 18.1, the Board may amend this constitution if the amendment:
- (a) has no more than a minor effect; or
 - (b) corrects errors or makes similar technical alterations.
- 20.5 An amendment made pursuant to clause 18.4 is only valid if the Board sends notice of the amendment to every member of NZWG stating:
- (a) the text of the amendment; and
 - (b) the right of the member to object to the amendment; and
 - (c) the Board receives no objection from any member within 14 working days after the date on which the notice was sent.

21. Dispute resolution

- 21.1 If any dispute arises between:
- (a) two or more members; or
 - (b) one or more officers and NZWG; or
 - (c) one or more members or officers and NZWG; and
- The dispute related to an allegation that:
- (d) a member or an officer has engaged in misconduct; or
 - (e) a member or an officer has breached, or is likely to breach, a duty under this constitution or the Act;
 - (f) NZWG has breached, or is likely to breach, a duty under this constitution or the Act;
 - (g) a member's rights or interests as a member have been damaged or members' rights or interests generally have been damaged;

Then any party involved with the dispute may make a complaint to the Board and the procedures contained in clauses 2 to 8 of schedule 2 of the Act shall be deemed to be included in this constitution and shall apply to the resolution of the dispute.

- 21.2 The Board shall be the decision maker responsible for resolving the dispute provided that:
- (a) if the complaint related to one or more officers, that officer or those officers must be excluded from the Board's management of the dispute resolution process and decision making;
 - (b) if the complaint is made by one or more officers, that officer or those officers must be excluded from the Board's management of the dispute resolution process and decision making; and
 - (c) if the Board is unable to proceed because it will not have a quorum of officers to conduct the dispute resolution process as a consequence of clause 19.2(a), the Board must appoint an individual who is not a member to manage the dispute resolution process and make a decision about the complaint.

After completing the dispute resolution process provided for in clause 19.1, the Board or the independent person appointed pursuant to clause 19.2(b), (the decision maker) may:

- (d) make a finding considered by the decision maker to be fair and consistent with evidence provided by the dispute resolution process;
- (e) in the case of a complaint against a member, suspend the member's membership for a defined period or terminate the member's membership; or
- (f) in the case of a complaint against an officer, remove the officer from their role as an officer (and, if the officer is also a member, the penalties in clause 19.2(e) could also be applied).

22. General meetings

- 22.1 **Annual general meeting:** NZWG's Annual General Meetings must be held in the city of the National Office or Region where the majority of the membership reside, or online:
- (a) not later than six months after the balance date of NZWG; and
 - (b) not later than 15 months after the previous Annual General Meeting; and
 - (c) on a day during the month of April each year.
- 22.2 **Special General Meeting:** Special General Meetings may be called by the Board at any time, or by the membership should the Board be requisitioned to do so by ten Full Members of NZWG, such requisition to state the business to be transacted, and no other business shall be transacted except for that which the meeting is called.
- 22.3 **Information provided at Annual General Meeting:** The Notice of Annual General Meeting must include the following information:
- (a) An annual report from the Board reporting on the operations and affairs of NZWG during the most recently completed accounting period;
 - (b) The financial statements of NZWG for that period;
 - (c) A copy of any disclosures made to the Interests Register since the immediately preceding annual general meeting (including a brief summary of the matters, or types of matters, to which those disclosure relate);
 - (d) A list of and information about nominees for officer appointments;
 - (e) Notice of proposed changes to subscriptions for members (if any); and
 - (f) Notice of any motions and the Board's recommendations.
- 22.4 **Business of Annual general meeting:** The business of the annual general meeting is:
- (a) approving the minutes of the previous Annual General Meeting or Special General Meeting;
 - (b) approving the Board's annual report provided with the Notice;
 - (c) approving the financial statements provided with the Notice ;
 - (d) election of officers;
 - (e) voting on subscription amount changes for the next financial year (if any);
 - (f) voting on any motions referred to in the Notice; and
 - (g) general business.

22.5 **Member's motions:** Any Member wishing to give notice of any motion for consideration at the Annual General Meeting must give written notice of the motion to the Secretary not less than seven days before the date of the Annual General Meeting. The Board may consider all such notice of motion and provide recommendations to Members in respect of those notices. The provisions of clause 21.11 shall apply to motions.

23. Proceedings for all general meetings

- 23.1 **Notices:** At least 10 working days before any general meeting, the National Office must send to all members notice of the business to be conducted at the meeting and details of the date, time, and place of the meeting.
- 23.2 **Irregularity:** Any irregularity in the manner of calling a general meeting is waived if all the 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 but in any event the failure for any reason of any member to receive notice of a general meeting does not invalidate the meeting or its proceedings.
- 23.3 **Right to attend and vote:** General meetings may be attended by all members of whatever class of membership, but only Full Members whose subscription payment are up to date are entitled to vote.
- 23.4 **Proxy:** A Full Member is entitled to vote by written proxy in favour of another Full Member present at the meeting, but no other proxy voting is permitted.
- 23.5 **Quorum:** The quorum for general meetings is Ten Full members
- 23.6 **Where quorum is not present:** If, within half an hour after the time appointed for a meeting a quorum is not present, the meeting, if convened upon request of Members, shall be dissolved. In any other case it shall stand adjourned to a day, time, and place determined by the chairperson, and if at such adjourned meeting a quorum is not present those Members present in person or by proxy shall be deemed to constitute a sufficient quorum.
- 23.7 **Chairperson:** All general meetings must be chaired by the President (or one of the Co-Presidents if applicable), or in the absence of the President (or both of the Co-Presidents if applicable), by the Vice-President or, in the absence of both of them, by some other officer elected for the purpose by the members at the general meeting, and any such chairperson has a deliberate and casting vote.
- 23.8 **Voting:** Voting at general meetings must be exercised as follows:
- (a) Voting must be by voices, by show of hands or, on demand of the chairperson or of any Full Member present, by secret ballot, and on each case each member entitled to vote is entitled to one vote. Where a secret ballot is required, this ballot shall be taken under the direction of the National Office or the Secretary.
 - (b) Unless otherwise required by this constitution, all questions must be determined by a simple majority of those present and entitled to vote.
- 23.9 **Resolution:** A resolution passed by the required majority at any general meeting binds all members, irrespective of whether they were present at the general meeting where the resolution was adopted or whether they voted.
- 23.10 **Minutes:** The Secretary must keep minutes of each general meeting. If the Secretary is not present at a general meeting, the President (or person chairing the meeting) must appoint another officer to keep minutes of the meeting.
- 23.11 **Motions and specific rights:** Proceedings for any general meeting should generally follow commonly accepted meeting procedure and must follow any specific guidelines set out in this constitution, including the following:
- (a) No discussion shall take place except on a motion, or an amendment duly proposed and seconded.
 - (b) Any Member may have speaking rights at the meeting, however only Full members shall have the right to move, second, or vote on a motion.
 - (c) A Full Member, having moved a motion may, with the consent of the seconder and the meeting, withdraw it without a vote having been taken.

- (d) In the event that any Full Member is dissatisfied with a ruling by the chairperson they may move that the chairperson be disagreed with. The chairperson will thereupon vacate the chair to a substitute acceptable to the meeting. The mover and the chairperson will respectively state their reasons whereupon a vote shall be taken, the result of which shall not be appealed against and shall be accepted by the chairperson who shall thereupon resume their position.
- (e) Should any Member persist in defying the ruling of the chairperson, the chairperson shall ask the meeting to vote on the question of their expulsion from the meeting without the motion being moved.
- (f) Members shall be allowed five minutes only to speak on any motion, an amendment to a motion or a reply, but the meeting may grant an extension to any speaker by a majority vote.

24. Removal, winding up, and amalgamation

- 24.1 **Compliance with the Act:** The procedure for removal of NZWG from the Register, amalgamation of NZWG with another society shall comply with the purposes of Part 5 of the Act.
- 24.2 **Amalgamation:** In the case of an amalgamation, the surplus assets shall be transferred to or incorporated into, the assets of organisation with which NZWG is to amalgamate.
- 24.3 **Liquidation by resolutions:** NZWG may be put into liquidation if NZWG, at a general meeting of its members, passes a resolution appointing a liquidator and nominate a not-for-profit entity with purposes similar to the Objectives to receive NZWG’s surplus assets, if any, and the resolution is confirmed at a subsequent general meeting called together for that purpose and held not earlier than 30 days after the date on which the resolution to be confirmed was passed.
- 24.4 **Liquidation due to insufficient Members:** NZWG must be placed into liquidation (using the process specified in the previous clause) if NZWG does not have the minimum number of members required to operate as a valid society under the Act in which case the resolution required pursuant to clause 22.3 shall be deemed to be valid if signed by all of the remaining members.
- 24.5 If NZWG is placed into liquidation, or removed from the Register, its surplus assets, after payment of all debts, costs, and liabilities, must be disposed of to the not-for-profit entity selected by the members pursuant to clause 22.3.

25. Occupational contracts

- 25.1 **Initiation of bargaining:** If NZWG wishes to initiate bargaining for an occupational contract under the Screen Industry Workers Act 2022 (“SIWA”), a special general meeting shall be called.
- 25.2 **Secret ballot:** At a meeting called under clause 23.1, a secret ballot of all members regardless of their category of membership (e.g., associate members) who do the work of a writer (as defined in the SIWA) shall be held to consider whether those members are in favour of NZWG initiating bargaining. Any vote shall be passed by a simple majority of those members present and entitled to vote.
- 25.3 **Ratification:** Where NZWG seeks the ratification of any occupational contract, all members regardless of their category of membership (e.g., associate members) shall be entitled to vote on the ratification provided such members are also eligible voters under the SIWA.
- 25.4 **Other voting rights not affected:** For the avoidance of doubt, this clause 23 does not give persons who are not Full members the right to vote on any other matters under the Constitution.

26. Strike ballot

- 26.1 **Proposal to Strike:** Should any dispute result in a proposal to strike a Special General Meeting shall be called.
- 26.2 **Secret Ballot:** At a meeting called under clause 24.1 a secret ballot of all members who would be involved in such a strike shall be held to determine whether or not a strike shall proceed. Any vote shall be passed by a simple majority.

27. Common seal

- 27.1 **Control and Use of the Common Seal:** The common seal of NZWG shall be kept in the custody of the Board and may be affixed to any document only by resolution of the Board and must be countersigned by the President (or, where there are two Co-Presidents, both Co-Presidents) and another Board Member.

Schedule A: Standard Board Meeting Procedures

- 1. Proceedings:** Subject to the provisions of this constitution, the Board will meet together to conduct their business, adjourn, and otherwise regulate their meetings as they see fit, however such proceedings should generally follow commonly accepted meeting procedure and must follow any specific guidelines set out in this constitution including the following:

 - (a) The President or Co-Presidents shall act as chairperson. If the President or Co-Presidents is not present or decides not to act as chairperson, the meeting shall nominate another Board member to act as chairperson for that meeting.
 - (b) No discussion shall take place except on a motion, or an amendment duly proposed and seconded.
 - (c) A Board member, having moved a motion may, with the consent of the seconder and the meeting, withdraw it without a vote having been taken.
 - (d) In the event that any Board member is dissatisfied with a ruling by the chairperson they may move that the chairperson be disagreed with. The chairperson will thereupon vacate the chair to a substitute acceptable to the meeting. The mover and the chairperson will respectively state their reasons whereupon a vote shall be taken, the result of which shall not be appealed against and shall be accepted by the chairperson who shall thereupon resume their position.
 - (e) Should any member persist in defying the ruling of the chairperson, the chairperson shall seek a vote on the question of their expulsion from the meeting without the motion being moved.
- 2. Notice:** Subject to a waiver of this requirement by all the Board in office for the time being, no meeting of the Board will be held unless all the Board members have been given seven days' notice of the proposed meeting (which notice may be issued by or on behalf of any one or more of the Board).
- 3. Quorum:** No item of business will be transacted at a meeting of the Board unless a quorum of the Board is present (including as defined in item 7) during the time when the Board are considering that item. The quorum will be five members of the Board.
- 4. Voting:** Subject to the terms of this constitution, questions arising at any meeting will be decided by a majority of votes. In the case of equality of votes, the chairperson shall have a second or casting vote.
- 5. Minutes:** The Board will keep minutes of all meetings and will be approved by the Board at the following meeting. Any minute or extract from any such approved minutes signed by the chairperson of the meeting shall be sufficient evidence without further proof of the matters referred to in that minute.
- 6. Written Resolution:** A resolution in writing, approved all the Board or all of the Board permitted to vote on the particular subject matter of the resolution, will be as valid and effectual as if it had been passed at a meeting of the Board. Any such resolution may consist of one or more documents (including letters, electronic mail or other similar means of communication) in similar form, each signed by one or more of the Board permitted to vote on the resolution. For the purposes of this provision a Board member will have deemed to have signed electronic mail by putting their name at the bottom of the message.
- 7. Conference Call, Video Call or Online Meetings:** The Board may meet in person or by any secure online meeting platform of the Board being not less than the quorum. All the provisions in this constitution as to meetings will apply to such meetings, so long as the following conditions are met:

 - (a) all the Board entitled to receive notice of a meeting will be given notice of the meeting.
 - (b) each of the Board taking part in the meeting must be able to hear each of the others taking part at the start of the meeting.
 - (c) at the start of the meeting, each of the Board taking part must acknowledge their presence for the purpose of such meeting to all the others taking part; and
 - (d) a member of the Board taking part may not leave the meeting by disconnecting without having previously obtained the express consent of the chairperson of the meeting and unless the member has obtained such express consent will be conclusively presumed to have been present and to have formed part of the quorum at all times during the meeting.