

Rangiora Promotions Constitution

1. NAME

The name of the organisation will be “Rangiora Promotions Association Incorporated,” hereafter called “Rangiora Promotions.”

2. MISSION STATEMENT

To promote and develop Rangiora as an attractive and thriving community offering a desirable lifestyle for business, residents, and visitors.

3. OBJECTIVES

1. To work with other community organisations and the Waimakariri District Council in a coordinated and planned manner.
2. To improve the design and appearance of Rangiora in a coordinated and planned manner.
3. To increase patronage of local businesses by recognising the needs of customers and promoting strategies that will encourage residents to support the business community.
4. To present and promote the heritage and unique features of the area.
5. To attract new businesses and ventures to the community.
6. To conduct special events that promote the area to locals and visitors.
7. To promote and develop the growth and development of businesses within Rangiora.

4. POWERS

Rangiora Promotions shall have the following powers:

1. To use its funds as the Management Board deems necessary or proper in payment of its costs and expenses, including but not limited to hiring or dismissing lawyers, advisors, staff, and contractors, following good employment practices and the Employment Contracts Act 1991 or any subsequent enactments.
2. To buy, lease, hire, or otherwise acquire land, buildings, equipment, or other property to help achieve its goals. It can also sell, rent, or otherwise deal with these assets as deemed necessary by the Management Board to achieve the said goals of Rangiora Promotions.
3. To invest surplus funds legally for the investment of trust funds under the terms that the Management Board thinks fit.
4. If approved by members at a General Meeting, Rangiora Promotions can borrow or raise money as required, by the issue of unsecured bonds, mortgages, or any other security founded on all or any of the property and/or rights of Rangiora Promotions or without any such security and upon such terms as Rangiora Promotions deems fit.

5. Do anything else the Management Board believes is required to achieve the organisation's objectives.
6. Create, edit, and share materials like magazines, posters, newsletters, books, pamphlets, and any literature to support and promote its work as determined by Rangiora Promotions.
7. To apply for any licenses or permits as deemed necessary or desirable by Rangiora Promotions.
8. To open and operate any account with any savings or trading Bank or any other financial institution as Rangiora Promotions may from time to time deem fit.
9. To erect, build, establish, manage, organise, maintain, repair, demolish, reconstruct, and rebuild any property or building that may be considered necessary and to provide, furnish, and fit out such place with the necessary furniture, instruments, and/or equipment.
10. Accept donations, gifts, grants, or other contributions and use them in line with or to further the objectives of Rangiora Promotions. It may also manage any property or assets that are gifted or left to it and follow any such instructions that may come with such gifts or bequests.
11. To institute, initiate, take and defend, compromise, or abandon any legal proceedings involving the property, affairs, or reputation of Rangiora Promotions.

5. REGISTERED OFFICE

1. The registered office of Rangiora Promotions shall be at such place in New Zealand as the Management Board from time to time determines.
2. Changes to the registered office shall be notified to the Registrar of Incorporated Societies at least five (5) working days before the change of address for the registered office is due to take effect; and in a form and as required by the Act.
3. Rangiora Promotions shall have at least one (1) but no more than three (3) contact person(s) whom the Registrar of Incorporated Societies can contact when needed and appointed by the Management Board or elected by the Members at a General Meeting.
4. Each contact person's name must be provided to the Registrar of Incorporated Societies, along with their contact details, including a physical address or an electronic address and a telephone number.
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 twenty (20) working days of that change occurring, or Rangiora Promotions becoming aware of the change.

6. MEMBERSHIP

1. Rangiora Promotions shall maintain a minimum of ten (10) members, or if updated, the minimum number of Members as required by the Act.
2. Any person who agrees with the organisation objectives may become a member of Rangiora Promotions on completion of a membership form in writing and provided that their membership

has been approved by either the Management Board or a majority of the members present at a General Meeting.

3. Every applicant for membership must consent in writing to becoming a member.

4. The signed written consent of every Member, their contact details, and the date on which they became a Member shall be retained in Rangiora Promotions' membership records. Rangiora Promotions shall also keep a record of any former members, including their name and the date the former Member ceased to be a Member in accordance with the provisions of the Act.

5. Every Member shall provide Rangiora Promotions in writing with their name and contact details (namely their physical or email address and a telephone number) and promptly advise Rangiora Promotions in writing of any changes to those details so that it can keep an updated register of Members.

6. Certain bodies and organisations, as may be decided by the Management Board from time to time, shall have the right to nominate a representative of that organisation as a Member of Rangiora Promotions to represent them. Any Member that is a body corporate shall provide the Management Board in writing the name and contact details of the representative, and that person shall be deemed to be the organisation's proxy for the purposes of voting at General Meetings.

7. Any person may resign from membership by giving written notice to the Secretary. A person's membership may also be terminated if, after following the Dispute Resolution process in this Constitution, the Management Board decides their behaviour has harmed the reputation of Rangiora Promotions.

8. A General Meeting may require members to pay an annual subscription of such amount as may be decided by it.

9. Upon non-payment of the annual subscription within six (6) months of the due date for payment for such subscription, a person will cease to be a member of Rangiora Promotions.

10. No member or person associated with a member of Rangiora Promotions shall derive any income, benefit, or advantage from except where that income, benefit or advantage is derived from:

a. Professional services to the organisation rendered in the course of business at no greater a rate than current market rates; or

b. Interest on money lent at no greater rate than the current market rates.

7. GENERAL MEETING

1. In this Constitution, the term "General Meeting" includes both an Annual General Meeting and a Special General Meeting.

2. The quorum for a General Meeting shall be ten (10) members present in person. If, within half an hour after the time appointed for a General 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 President of Rangiora Promotions, 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.

3. Fourteen (14) days' written notification of each General Meeting shall be given to members at the current address for such members recorded in the register of members. The fourteen (14) days shall commence from the date of the notice.

4. Notification of the General Meeting shall specify the time, date, and place of the meeting. Notification shall also describe in a general way all the matters that will arise to be considered and specify what further and more detailed information on these matters is available from Rangiora Promotions. Full information will be provided concerning any proposed amendments to the Constitution. Such

information shall be supplied to any member on request.

5. A member may be represented at a General Meeting by a nominee duly appointed by notification in writing to the Secretary and received by the Secretary before the notified time of the meeting. A Member has the right at any time to change,

withdraw, or revoke the appointment of the Member's nominee by notice thereof in writing to the Secretary.

6. All questions shall, if possible, be decided by consensus. However, where a consensus decision cannot be reached, the decision shall, unless otherwise specified herein, be made by a majority vote of financial members present and qualified to vote in person, by Audio Visual Electronic Communication, by proxy or voting by remote ballot.

7. Voting shall be a show of hands unless a Member or Members indicate an alternative preference.

8. If voting is tied, the motion shall be lost.

9. The meeting shall be chaired by the current Chairperson of Rangiora Promotions, or the Chairperson's nominee.

8. ANNUAL GENERAL MEETINGS

1. The Annual General Meeting (AGM) shall be held not more than six (6) months after the balance date of Rangiora Promotions and not later than fifteen (15) months after the previous AGM at a time and place fixed by the Management Board. The Secretary will notify members by written Notice not less than fourteen (14) days prior to the meeting. The fourteen (14) days shall commence from the date of the Notice.

2. The AGM shall carry out the following business:

a. Receive the minutes of the previous AGM and any other General Meeting.

b. Receive the Management Board's annual report of the activities of Rangiora Promotions over the last year and the priorities and

directions for Rangiora Promotions in the forthcoming year.

- c. Receive the balance sheet and financial statement of income and expenditure for the past year and the estimate of income and expenditure for the current year.
- d. Elect the Chairperson, Treasurer, Secretary, and up to ten (10) other members of the Management Board.
- e. Any other resolution, a copy of which must have been submitted in writing at least seven (7) days prior to the date of the meetings.
- f. Set the balance date of Rangiora Promotions.
- g. Disclose details of any conflicts of interest made by the Management Board members during the preceding year.
- h. Conduct any other business which may properly be brought before the meeting.

9. SPECIAL GENERAL MEETING

- 1. A Special General Meeting may be called at any time on a majority decision of the Management Board or on the requisition of not less than ten (10) financial Members of Rangiora Promotions in writing stating the purpose for which the Special General Meeting is to be called. Upon receipt of such decision from the Management Board or requisition, the Secretary shall convene such Special General Meeting and shall give fourteen (14) days' written notice of the same to all members specifying the reason for which such meeting is being called.
- 2. A Special General Meeting may be held at one or more venues by Members present in person and/or using Audio Visual Electronic Communication (if the venue has the technology) that gives each Member a reasonable opportunity to participate.
- 3. Rangiora Promotions must keep Minutes of all Special General Meetings.
- 4. Any resolution or written request must state the business that the Special General Meeting is to deal with and shall only consider and deal with the business specified for that meeting.

10. THE MANAGEMENT BOARD

- 1. Rangiora Promotions will be managed by a Management Board made up of up to thirteen (13) members, who are elected at the AGM. The Board can also appoint additional members (co-options) during the year. Any Council or Community Board representative will be treated as a co-opted member and must be approved by the Board.
- 2. Every member of the Management Board must be a person (not an entity) who has consented in writing to be on the Management Board of Rangiora Promotions.
- 3. Members of the Management Board must not be disqualified under section 47(3) of the Act or section 16 of the Charities Act 2005 from being appointed or holding office as an Officer of Rangiora Promotions.
- 4. The Management Board shall have the power to fill any places vacant following the AGM, or any vacancy that arises among its named officers until the next AGM.

5. From one AGM to the next, Rangiora Promotions will be managed by the Management Board, following the law, any regulations, and this constitution.

6. The Management Board has all the powers it needs to run Rangiora Promotions, unless the Act, law, or this Constitution says otherwise.

7. The Management Board is responsible for running Rangiora Promotions, collecting membership fees, keeping accurate financial records, and preparing a report, balance sheet, and financial statements to present at the AGM.

8. The Management Board must complete, sign, and file Rangiora Promotions' financial statements within six (6) months of the end of the financial year, as required by law.

9. Elected members of the Management Board shall retire at each Annual General Meeting but shall be eligible for re-election at the same and subsequent meetings.

10. Nomination for elected positions on the Management Board, including elected officers, may be by way of notice of nomination in writing endorsed with the consent of the nominee and given to the Secretary not less than twenty-four (24) hours before the time fixed for the AGM, and further oral nominations may be received at the AGM provided that no member shall be elected who has not consented to being nominated.

11. The procedure for Management Board meetings shall be as follows:

11.1 A quorum shall be one-third of the members of the Management Board.

11.2 The Management Board may transact the business of Rangiora Promotions by telephone or Audio-Visual Electronic Communications

between members of the Management Board.

11.3 If a Member of the Management Board does not attend three (3) consecutive meetings without leave of absence that member may, at the

discretion and on the decision of the Management Board, be removed from the Management Board.

11.4 The Management Board will endeavour to seek consensus. If they cannot, decisions will be made by a majority vote of members present in person or via electronic communications. Each member has one (1) vote.

11.5 If the voting is a tie, the motion shall be lost. The Chairperson of the Management Board does not have a casting vote.

11.6 Each meeting shall be chaired by the Chairperson of the Management Board or their nominee.

11.7 The Management Board shall at all times be bound by the decisions of members at General Meetings.

11.8 The Management Board can create subcommittees from its members at the first meeting after the Annual General Meeting or at any later meeting. They also have the power to invite (co-opt) people who are not members of Rangiora Promotions to join these subcommittees if their skills or knowledge would be useful. Each subcommittee must choose a Convenor to lead it,

and this Convenor must be a member of the Management Board. All decisions made by the subcommittees must be approved by the Management Board.

K. CONFLICTS OF INTEREST

1. The Management Board must keep and maintain a register recording any conflicts of interest disclosed by its members.
2. A Management Board member who has a conflict of interest in a matter related to Rangiora Promotions must, as soon as possible after becoming aware of it, disclose the details of that interest to the Management Board and record it as is required under S62 of the Act.
3. A Management Board member who has a conflict of Interest may not participate in any matter or decision-making that the interest relates to.

L. ALTERATION OF THE CONSTITUTION

1. The Constitution may only be amended in any way by a two-thirds majority at any General Meeting provided that no addition to or alteration of the objects clause, the pecuniary profit clause or the winding up clause shall be approved if it affects the charitable status of Rangiora Promotions.

M. FINANCES

1. The Management Board will keep true accounts of:
 - a. All sums of money received and expended by Rangiora Promotions and the particulars thereof.
 - b. All assets, credits and liabilities of Rangiora Promotions including any charges and securities of any description affecting any property of Rangiora Promotions.
 - c. The books of accounts shall be kept at the registered office of Rangiora Promotions or such other place as the Management Board may determine and shall be open to the inspection of the financial members of Rangiora Promotions at reasonable times.
 - d. All funds received on behalf of Rangiora Promotions or by any person other than the Secretary or Treasurer shall be transmitted to the Secretary or Treasurer as soon as practicable to be banked in any account operated by Rangiora Promotions from time to time.
 - e. All payments on behalf of Rangiora Promotions shall be made from Rangiora Promotions' bank account by online banking. The Management Board will approve signatories/authorisers at its first meeting, with a minimum of two (2) signatories or authorisers being required to pay an account. All accounts shall be presented to the Management Board for approval prior to payment. No bank account shall be opened without the sanction of the Management Board.

N. WINDING UP

1. Rangiora Promotions may be wound up or dissolved in any way provided for in the Act.
2. Any assets will be given to community groups with similar not-for-profit and charitable goals as Rangiora Promotions, as decided at a General Meeting. If there is a disagreement about how to distribute the assets, Section 216 of the Act will apply.

O. DISPUTE RESOLUTION

1. Any dispute as defined in S38 of the Act shall be resolved consistent with the rules of natural justice and follow the procedure set out in this clause.

2. A Member, the Management Board, or Rangiora Promotions can make a written complaint to the Management Board if they believe a Member, a Management Board member, or Rangiora Promotions itself has done or is about to do something wrong, broken the rules or duties under the constitution, bylaws, or the Act, or has seriously harmed the rights or interests of a Member or Members in general. The complaint shall:

a. Record who is starting the procedure for resolving a dispute in accordance with Rangiora Promotions' Constitution (the applicant); and

b. Sets out the allegations to which the dispute relates and against whom the allegation is against (the respondent); and

c. Set out any other information reasonably required by Rangiora Promotions to ensure that a person against whom an allegation is

made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.

3. Rangiora Promotions must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with this constitution, ensure that the dispute is investigated and determined in a fair, efficient, and effective manner.

4. Rangiora Promotions may decide not to proceed with a complaint if it is trivial, lacks a valid or allowable issue, has no evidence to support it, or seems unfounded. They may also dismiss it if the person making the complaint has little or no real interest in the matter, if the issue has already been investigated and resolved under the constitution, or if there has been an unreasonable delay in filing the complaint.

5. The Management Board may refer a complaint to an external dispute resolution process, such as mediation, facilitation, or a tikanga-based approach, if all parties agree.

6. If the Management Board decides to proceed with the complaint itself, it shall refer the matter to a subcommittee or an external person to investigate and report, or to make a decision (the Decision Maker).

7. A person may not act as a Decision Maker concerning a complaint where there are reasonable grounds for the Management Board to believe that the person may not be impartial or has a predetermined view.

8. The respondent must be fairly advised of all allegations concerned and be provided with sufficient details and time given to enable the respondent to prepare a response.

9. The applicant and respondent have the right to be heard before the complaint is resolved or any outcome is determined by being given a

reasonable opportunity to be heard before the Decision Maker in writing or at an oral hearing (if one is held).

P. INTERPRETATION

In these Rules, except where a different intention appears:

- “Act” means the Incorporated Societies Act 2022.

- “Chairperson”, “Management Board”, “Management Board Member”, Secretary”,

Treasurer”, Deputy Chairperson” mean respectively the Chairperson, the Management Board, the Management Board Member, the Secretary, the Treasurer, and Deputy Chair of Rangiora Promotions.

- “Member” and “Meeting” mean, respectively a Member and a Meeting of Rangiora Promotions.

- “Year” means the financial year of Rangiora Promotions as fixed from time to time by the Management Board.

- “Notice” includes any notice given by email, post, or courier addressed to that member at the member's contact address and in accordance with the details provided by that member and recorded in Rangiora Promotions’ membership records.

- “Audio Visual Electronic Communication” means the use of audio, audiovisual, or electronic means to ensure participants can communicate with each other and participate effectively even if not physically in the same location.