

**CONSTITUTION of
CONSUMER NZ INCORPORATED**

21 May 2024

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BACKGROUND

Consumers' Institute of New Zealand came into being on 1 January 1989, as a private consumer organisation. It grew out of a statutory body, also named Consumers' Institute, which existed from July 1959 to 31 December 1988.

The statutory body was first constituted under a section of the Finance Act 1959, and later reconstituted under its own Act, the Consumer Council Act 1966. Throughout the period 1959-1988 the Consumer Council was the policy-making body of Consumers' Institute.

In December 1988 the Consumer Council Act was repealed; the Consumer Council was abolished and Consumers' Institute ceased to exist as a statutory body; and was replaced by Consumer's Institute of New Zealand Incorporated. These changes were provided for in the Consumer Council Act Repeal Act 1988. On 14 December 2007 the name of the Consumers' Institute of New Zealand Incorporated was changed to Consumer NZ Incorporated (**Consumer NZ**).

While Consumer NZ places the interests of its membership first, it recognises a duty to all consumers, and its purpose is to be an independent voice that champions and empowers consumers in New Zealand.

Consumer NZ was previously registered as an incorporated society under the Incorporated Societies Act 1908. It has now reregistered under the Incorporated Societies Act 2022 and adopts this Constitution to govern its operations.

DEFINITIONS AND INTERPRETATION

Definitions

Annual General Meeting means an annual general meeting of Members held yearly in accordance with section 34.

Board means the Board members from time to time.

Board Meetings means all meetings of the Board held from time to time in accordance with this Constitution.

Board member means a Member of **Consumer NZ** who has been elected to the Board in accordance with section 5 and has not been disqualified under section 11.

Chair means a chair of the Board elected by the Board in accordance with section 13.

Chief Executive means a chief executive appointed by majority decision of the Board in accordance with section 23.

Conflict of Interest means a conflict of interest as outlined within the **Consumer NZ** Conflict of Interest Policy, which is in effect at the time.

Constitution means the rules of **Consumer NZ** as contained in this document as amended from time to time.

Consumer NZ means **Consumer NZ** Incorporated, a society incorporated under the Incorporated Societies Act 2022.

Consumer NZ Website means the **Consumer NZ** website located at www.consumer.org.nz.

Contact Person(s) means the person(s) who may be contacted on behalf of Consumer NZ under the Incorporated Societies Act 2022, in accordance with section 29.

Complaint refers to when a Member, Officer or Consumer NZ starts a procedure for resolving a Dispute in accordance with section 53 of this Constitution.

Deputy Chair means a deputy chair of the Board elected by the Board in accordance with section 13.

Dispute means a disagreement or conflict between any of the following:

- (a) Two or more Members;
- (b) one or more Members and Consumer NZ; or
- (c) one or more Members and one or more Officers; or
- (d) two or more Officers; or
- (e) one or more Officers and Consumer NZ; or
- (f) one or more Members or Officers and Consumer NZ;

and the disagreement or conflict relates to an allegation that—

- (a) a Member or an Officer has engaged in misconduct; or
- (b) a Member or an Officer has breached, or is likely to breach, a duty under Consumer NZ's Constitution or the Incorporated Societies Act 2022; or
- (c) Consumer NZ has breached, or is likely to breach, a duty under the Constitution or the Incorporated Societies Act 2022; or
- (d) a Member's rights or interests as a Member have been damaged or Members' rights or interests generally have been damaged.

Member means a person who has obtained or continues membership with Consumer NZ in accordance with section 30.

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

Nominations Consultant means an independent nominations consultant appointed by the Board to sit on the Nominations Committee to consider and select suitable nominees for election to the Board.

Nominations Committee means a Board appointed committee made up no more than two current Board members, who are not standing for re-election in that election-cycle, and an independent Nominations Consultant appointed by the Board. The Nominations Committee will consider and select suitable nominees for election to the Board.

Officer means a Board Member or a person occupying a position in Consumer NZ that allows the person to exercise significant influence over the management or administration of Consumer NZ, such as the Chief Executive.

Secretary means a secretary appointed by the Board on recommendation of the Chief Executive in accordance with section 28.

Special General Meeting means a special general meeting of Members held in accordance with Section 34.

Interpretation

In the interpretation of this Constitution, the following provisions apply unless the context otherwise requires:

- (a) A reference to 'Board' is a reference to the Board members for the time of the society whether original, additional or substituted.
- (b) Headings are inserted for convenience only and do not affect the interpretation of this Constitution.
- (c) A reference in this document to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Wellington, New Zealand.
- (d) If the day on which any act, matter or thing is to be done under this Constitution is not a business day, the act, matter or thing must be done on the next business day.
- (e) A reference in this Constitution to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference to a section, clause, schedule or attachment is a reference to a section, clause, schedule or attachment of or to this document.
- (g) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

- (h) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (i) A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
- (j) A reference to the word 'include' or 'including' is to be construed without limitation.

1 NAME

- 1.1 The name of the society is "**Consumer NZ Incorporated**". This is the body referred to as "**Consumer NZ**" throughout this Constitution.

2 PRINCIPAL AIM

- 2.1 The principal aim of **Consumer NZ** is to protect and empower its members and consumers generally.

3 OBJECTS

- 3.1 To carry out, commission or promote research, testing and investigation into matters of consumer interest and concern; and to disseminate the resulting information, advice and warnings through applicable communication channels and platforms.
- 3.2 To improve and maintain the standard and sustainability of goods and commodities sold, and services provided, to consumers.
- 3.3 To promote changes to the laws and practices of the marketplace as will remove disadvantages suffered by consumers and promote better and more just treatment of consumers.
- 3.4 To promote and advance public knowledge of matters affecting consumers, and also the education of consumers of all ages.
- 3.5 To continue to apply in all the operations of Consumer NZ the basic principles of impartiality, independence and avoidance of conflict of interest.
- 3.6 To liaise with and assist other organisations in New Zealand or overseas in the pursuit of the objects of **Consumer NZ**.
- 3.7 To develop and maintain resources relating to consumer matters.
- 3.8 To provide such amenities, services and facilities for **Consumer NZ** members and consumers as the Board thinks fit, whether of a trading, commercial or personal nature.
- 3.9 To trade or carry on any type of commercial, financial or business activity which is consistent with the foregoing objectives, and which has the purpose of generating funds to further the aims and objectives of Consumer NZ.
- 3.10 To do all those things which may lawfully be done, and which in the opinion of the Board are for the direct or indirect benefit of **Consumer NZ** members and consumers generally, or are incidental or conducive to the attainment of any of the foregoing objects.

4 GOVERNANCE OF CONSUMER NZ

- 4.1 **Consumer NZ** shall be governed by a committee, referred to as a Board under the Constitution, and incorporated as a society under the Incorporated Societies Act 2022.
- 4.2 **Consumer NZ** shall be registered as a charitable entity under the Charities Act 2005.

5 THE BOARD

- 5.1 The Board shall be comprised of seven Board members, with the requirement that five Board members must be Members of **Consumer NZ**, and two may be non-Member Board members.
- 5.2 Each year Members shall be invited to nominate persons for election to the Board. Nominations must be in the hands of Consumer NZ by such date as the Board may from time to time set. All nominations shall be in writing and proposed by current Members. Nominations shall include the biographical details of the candidate required by Consumer NZ and be signed by the nominee as an indication of consent to nomination. Members may self-nominate. All nominees must conform to the criteria eligibility as a Board member, as set out in section 8.
- 5.3 All nominations received by the due date shall be sent to the Nominations Committee provided for under section 7. The Nominations Committee shall select a number of candidates, as provided for under sections 7 and 8, and notify the Board.
- 5.4 All elections for the Board shall be conducted by ballot. Ballot papers may be posted, emailed, downloaded from the Consumer NZ Website, or delivered to Members by other means determined by the Board. The ballot paper may be enclosed with, or form part of any Consumer NZ publication provided to Members, including through the Consumer NZ website. The accidental omission to forward a ballot paper or other information to any Member or Members shall not invalidate or affect the result of any ballot.
- 5.5 Details of the candidates and ballot papers shall be provided to Members not less than twenty-one days before the date set by the Board for the ballot. Each current Member shall have one vote for each vacancy on the Board and may vote for any number of candidates up to the number of vacancies to be filled. Each ballot returned to Consumer NZ shall provide such information to establish eligibility to vote as the Board may from time to time determine. Eligibility criteria and voting instructions are to be provided to Members at the time they are invited to vote.
- 5.6 Ballot papers shall be returned to **Consumer NZ** by the date fixed by the Board for the ballot either by post, hand delivery or electronically.
- 5.7 Post or hand delivered ballot papers will be kept under the security of the Secretary to the

Board until the date appointed for the ballot. Those returned electronically will be kept securely online until the date appointed for the ballot when they will be counted by electronic means and the result included in the election scrutineers' final count.

- 5.8 The scrutiny of the vote shall be conducted by any two persons appointed by the Board. The scrutineers shall total all votes on the day appointed for the ballot. A vote shall be declared invalid and destroyed if it has not been completed in accordance with the voting instructions.
- 5.9 After the votes have been counted the vacancies shall be filled by the highest-polling candidates who shall thenceforth be declared members of the Board for the ensuing three- year term. Should it be necessary to determine between candidates receiving an equal number of votes, the scrutineers shall select one of the tied candidates by the toss of a coin.
- 5.10 The decision of the scrutineers as to the result of a ballot shall be final. The scrutineers shall cause all voting papers and envelopes to be destroyed and electronic votes sent in by email to be deleted after the result of the voting has been determined.
- 5.11 At the conclusion of the ballot all candidates shall be advised whether or not they have been successful.
- 5.12 The names of the successful candidates shall be announced at the Annual General Meeting, and all Members shall then be notified.

6 POWERS OF THE BOARD

- 6.1 The Board shall be responsible for the entire business and affairs of Consumer NZ, and achieving the aims and objects of Consumer NZ. The Board shall have all the powers of Consumer NZ considered by it necessary or desirable for those purposes. Except where any powers are expressly required to be exercised by Consumer NZ in a Members' Meeting.
- 6.2 Without detracting from the general powers of the Board it is declared that it shall have the following powers:
 - (a) To enter into and carry out all contracts relating to the affairs of **Consumer NZ**.
 - (b) To control the funds, finances and other assets of **Consumer NZ**.
 - (c) To purchase, sell, acquire, lease or otherwise deal in any manner with any property or assets of **Consumer NZ**, or required by or for the benefit of **Consumer NZ**, upon such terms and conditions as the Board may in its discretion think fit.
 - (d) To borrow or raise money in such manner and with or without security and on such terms as the Board may think fit or expedient; and to issue and execute mortgages, debentures or any other form of charge or security for or over the property or assets of **Consumer NZ** for the purposes of securing the repayment of any moneys or the performance of any obligation.
 - (e) To invest and deal with the funds of **Consumer NZ** in such manner and upon such conditions as the Board thinks fit, and with security or unsecured; and in particular to subscribe for or purchase, take, acquire or dispose of shares, debentures, unsecured notes or any other form of security, asset or investment

the Board thinks fit.

- (f) To enter into any business, financial or other commercial transaction that the Board thinks fit, including the operation of any trading or other commercial activity, for the benefit of **Consumer NZ**, its members or consumers generally; and the formation or establishment of any company, firm or other entity owned or controlled by **Consumer NZ**.
- (g) To determine by resolution the persons who shall have authority to sign banking documents relating to **Consumer NZ**.
- (h) To guarantee the contracts or other obligations of any person or persons and to secure any such guarantee over the assets of **Consumer NZ**.
- (i) To employ and terminate the employment of the Chief Executive.
- (j) To do every other act, matter and thing which the Board shall consider to be necessary or conducive to carrying out the aim and objects of **Consumer NZ**.

6.3 The Board shall have the power to delegate authority to the Chief Executive to exercise any powers and responsibilities on behalf of the Board, and to amend or revoke such authority.

6.4 In the carrying on of any business for the benefit of **Consumer NZ**, all Officers must:

- (a) Act in good faith and in what the Officer believes to be in the best interests of **Consumer NZ**.
- (b) Exercise their powers for a proper purpose only.
- (c) Comply with the Incorporated Societies Act 2022 and this Constitution.
- (d) Exercise reasonable care and diligence in their role as an Officer of **Consumer NZ**.
- (e) Not create a substantial risk of serious loss to creditors.
- (f) Not incur any obligations the Officer does not reasonably believe **Consumer NZ** can perform.

7 NOMINATIONS COMMITTEE

- 7.1 The Board will appoint a Nominations Committee made up no more than two current Board members, who are not standing for re-election in that election-cycle, and an independent Nominations Consultant appointed by the Board.
- 7.2 The function of the Nominations Committee shall be to consider the nominations submitted for membership of the Board by Members, taking account of the criteria for Board members contained in this Constitution and other guidelines the Board may provide.
- 7.3 The Nominations Committee shall select a number of candidates for the Board to be submitted to Members who shall be invited to vote. If the number of suitable nominations permits, the number selected shall be not less than twice and not more than three times the number of vacancies to be filled. The candidates selected by the Nominations Committee shall be the only persons eligible for election to the Board.
- 7.4 To avoid any conflict of interest, an existing member of the Board eligible for re-election shall automatically be included as a candidate for election should they choose to stand.
- 7.5 The decisions of the Nominations Committee shall be final and there shall be no appeal against them.

8 CRITERIA FOR ELIGIBILITY AS A BOARD MEMBER

- 8.1 Persons nominated as prospective Board members shall:
 - 8.1.1 Be a current Member of **Consumer NZ**, unless the Board has made a majority decision to allow for recruitment of up to two non-Members to the Board to ensure a broad and applicable skills matrix on the Board.
 - 8.1.2 If a current member of the Board has served not more than six years on the Board by the date of the Annual General Meeting at which the election is to take effect.
 - 8.1.3 Be not in receipt of payments from **Consumer NZ** (other than the regular payments made to Board members), including employment payments.
- 8.2 The candidates selected by the Nominations Committee for submission to Members for voting shall be those persons whom the Nominations Committee considers to be best qualified for membership of the Board having regard to:
 - 8.2.1 The diversity of representation on the Board.
 - 8.2.2 The experience and ability to contribute towards running a charitable entity that also operates as a successful business.
 - 8.2.3 A concern for and knowledge of consumer protection issues and the welfare of consumers.
 - 8.2.4 Freedom from any association with another organisation that would cause a

conflict of interest with the principal aim and objects of **Consumer NZ**.

9 LENGTH OF SERVICE ON THE BOARD

- 9.1 A Member elected to the Board will hold office for a term of three years unless the Board member's office is otherwise at an end or terminated under section 10 or section 11.
- 9.2 A Board member who at the conclusion of his or her term remains eligible to be re-elected under section 5, so long as they have not served more than three elected terms or a total of up to 10 years on the Board by the date of the Annual General Meeting at which the election is to take effect.

10 RESIGNATION OF BOARD MEMBERS

- 10.1 A Board member may resign by submitting a resignation in writing to the Board.

11 DISQUALIFICATION OR REMOVAL OF BOARD MEMBERS

- 11.1 The following persons will not be capable of being elected or re-elected or holding office as a Board member:
- (a) an undischarged bankrupt
 - (b) an individual who is under the age of 16
 - (c) an individual who has been convicted of a crime involving dishonesty (within the meaning of section 2(1) of the Crimes Act 1961) and has been sentenced for that crime within the last seven years
 - (d) an individual who is prohibited from being a director or promoter of, or being concerned or taking part in the management of, a company under sections 382, 383 or 385 of the Companies Act 1993
 - (e) an individual who is disqualified from being an officer of an incorporated society under section 47(3) of the Incorporated Societies Act 2022.
 - (f) an individual who is disqualified from being an officer of a charitable entity under section 31(4) of the Charities Act 2005
 - (g) an individual who is subject to a property order made under the Protection of Personal and Property Rights Act 1988, or whose property is managed by a trustee corporation under section 32 of that Act
 - (h) a mentally disordered person within the meaning of the Mental Health (Compulsory Assessment and Treatment Act) 1992
 - (i) any other person disqualified from being an officer of a registered charity under the

Charities Act 2005.

- 11.2 The office of a Board member will become vacant if the Board member:
- (a) is, under clause 11.1, not capable of holding office as a Board member
 - (b) is no longer a current Member of **Consumer NZ**, unless the Board member has been recruited as a non-Member Board member, or is in an advisory role.
 - (c) has resigned from office
 - (d) is disqualified from office by the Board in accordance with clause 11.3
 - (e) is absent from New Zealand for over 12 months without obtaining a leave of absence from the Board
 - (f) fails to attend three consecutive meetings of the Board without giving a reason acceptable to the Board
 - (g) has been the subject of a decision by the majority of the Board members that they must step down from their duties as a Board member (such as due to a Conflict of Interest, or is otherwise in breach of their obligations as a Board member).
 - (h) has come to the end of his or her term of office and has not been re-elected
 - (i) has died.
- 11.3 Board member may be disqualified from holding office by a majority decision of the Board for neglect of duty or misconduct if the majority of the Board members pass a resolution to that effect.

12 VACANCIES DURING BOARD MEMBERS' TERMS

- 11.4 When a vacancy occurs part-way through a Board member's term the Board may appoint a new Board member. A Board member appointed in this way shall hold office for the remainder of the term of the Board member being replaced and shall have the qualifications and attributes required of elected Board members, including full voting rights.
- 11.5 If a vacancy occurs within six months before the date fixed for the next annual election of the Board, the Board may decide not to fill the vacancy.
- 12.3 The Board may co-opt one or more than one non-voting Board member, who may or may not be a Member. The co-opted member will be selected to provide essential governance skills not able to be supplied by the elected Board members. The Board will decide the term of the co-option. The co-opted member's remuneration will be decided by the Board and will be in addition to the remuneration voted to the Board at the Annual General Meeting.

13 ELECTION OF CHAIR AND DEPUTY CHAIR OF BOARD

- 13.1 Immediately following the Annual General Meeting the Board shall elect, by majority vote, its Chair and Deputy Chair for one-year terms. Thereafter elections for one-year terms shall be held annually.

14 RESIGNATION OF CHAIR AND DEPUTY CHAIR

- 14.1 The Chair or Deputy Chair may resign from the position while still remaining a Board member, or will immediately relinquish the position if ceasing to be a Board member.

15 REMOVAL OF BOARD MEMBERS

- 15.1 The Board may remove the Chair or Deputy Chair from office where the majority of the Board members pass a resolution that they no longer have confidence in the person to carry out the duties of the position. Such Board members may remain on the Board, if the majority of the Board makes such a decision.
- 15.2 The Board may remove a Board member, as per subclause 11.2.7, where the majority of the Board members pass a resolution to require the Board member to resign from their duties as a Board member

16 VACANCIES DURING CHAIR'S AND DEPUTY CHAIR'S TERMS

- 16.1 When a vacancy occurs part-way through the term of the Chair or Deputy Chair, the Board may appoint a new officer. A Chair or Deputy Chair appointed in this way shall hold office for the remainder of the term of the person being replaced.

17 PRESIDING BY AND ABSENCE OF CHAIR AND DEPUTY CHAIR

- 17.1 In the absence of the Chair, the Deputy Chair shall be acting Chair.
- 17.2 The Chair shall preside at meetings of the Board, or the Deputy Chair in the absence of the Chair. In the absence of both officers, the Board shall elect another of its members to preside.

18 MEETINGS OF THE BOARD

- 18.1 The Board shall meet regularly at such times and places as it shall decide.
- 18.2 The Board shall meet within twenty-four hours following the Annual General Meeting each year.

19 SPECIAL MEETINGS OF THE BOARD

- 19.1 The Chair may at any time call a special meeting of the Board, and shall call a special meeting when requested to do so by three Board members.
- 19.2 For a special meeting of the Board at least seven days' notice shall be given.

20 BOARD QUORUM

- 20.1 Four Board members shall form a quorum at meetings of the Board.

21 DECISIONS OF THE BOARD

- 21.1 Board decisions shall be as decided by a majority of the Board members. The Chair shall, in cases of equal voting, have a casting vote as well as a deliberative vote.
- 21.2 A resolution in writing agreed to by letter, electronic communication or other written message by all available Board members (who must comprise no less than a quorum) shall be as valid as if it had been passed at a meeting of the Board.

22 ATTENDANCE AT BOARD MEETINGS

- 22.1 The Board shall determine the circumstances in which non-members of the Board will or may be present at Board meetings on a regular or occasional basis.

23 PAYMENTS TO BOARD MEMBERS

- 23.1 Board members, including any advisory non-members of the Board, may be paid an attendance fee or other remuneration for attending meetings of the Board or otherwise undertaking authorised Consumer NZ business. The amount of the fee or other remuneration shall be determined annually by Members at the Annual General Meeting.

24 REIMBURSEMENT OF EXPENSES

- 24.1 Board members shall be entitled to the reimbursement of actual and reasonable travel and accommodation expenses incurred while attending meetings of the Board or otherwise undertaking authorised Consumer NZ business

25 COMMITTEES OF THE BOARD

- 25.1 The Board may establish, alter and disband committees to conduct such business and exercise such powers as it may determine. Every committee may regulate its own procedure, subject to the provisions of this Constitution and any directions given by the Board.
- 25.2 Persons who are not members of the Board may be appointed to committees.

26 PAYMENTS TO COMMITTEE MEMBERS

- 26.1 Participants at committee meetings from outside **Consumer NZ** may be paid a daily attendance fee and reimbursement of travel and accommodation expenses, as determined by the Board.

27 APPOINTMENT OF CHIEF EXECUTIVE

- 27.1 The Board shall appoint from time to time (by majority decision) a Chief Executive to oversee all of Consumer NZ's operations.
- 27.2 The Chief Executive shall be an employee of Consumer NZ and shall be employed on such terms and conditions as the Board may from time to time determine.

28 SECRETARY TO THE BOARD

- 28.1 The Board shall (on the recommendation of the Chief Executive) appoint a Secretary to the Board from among the employees of **Consumer NZ**.

29 CONTACT PERSONS

- 29.1 The Contact Person(s), who the Registrar of the Incorporated Societies Act may contact, shall be:
- (a) The Chair of the Board;
 - (b) The Deputy Chair of the Board; and
 - (c) The CEO, or another person or position that the Board has appointed by majority vote.
- 29.2 **Consumer NZ** will ensure that any changes to the Contact Person(s) noted at clause 29.1 will be given to the Registrar in a timely manner.

30 MEMBERS OF CONSUMER NZ

- 30.1 Any person or organisation within New Zealand or overseas shall be eligible to become a Member of Consumer NZ.
- 30.2 A person or organisation shall become and continue to be a Member by consenting to become a member and any one of the following methods:
- (a) Payment of a current subscription for any of the Consumer NZ membership products or services;
- and/or

(b) Payment of a membership fee for any other service determined by the Board as qualifying to become a Member.

30.3 A person or organisation shall become a Member once an application has been processed and payment for a membership product is received. Consumer NZ will confirm that a person has become a Member through notification at the time of payment or sign-up.

30.4 A Member shall cease their membership in any of the following circumstances

(a) The Member does not hold a current paid subscription, allowing a period of two months after the subscription becomes due for renewal payment.

(b) A Member notifies Consumer NZ that they wish to cancel their membership and revokes their consent to being a Member. Such notification may be given through the Consumer NZ website, by telephoning, emailing, writing or otherwise informing Consumer NZ.

(c) Consumer NZ ceases to offer the membership product or any other service through which the person became a Member.

(d) The Board determines to remove any Member from membership if in the opinion of the Board that Member has been guilty of conduct prejudicial to the interests of Consumer NZ or incompatible with membership of Consumer NZ

30.5 Consumer NZ shall keep a register of all its members, which will include the name of each Member, the last known contact details of each Member and the date on which each person or organisation became a Member. Consumer NZ will update the register of Members as soon as practicable after becoming aware of changes to the information recorded on the register.

31 LIFE MEMBERS

31.1 The Board may grant life membership as a rare privilege to any person who has rendered outstanding service to the work of **Consumer NZ**. Nominations for life membership will originate from the Board or the Chief Executive.

31.2 A life Member shall enjoy the benefits of membership of **Consumer NZ** for life, without payment of subscription. Such membership shall entitle the holder to the receipt of all the **Consumer NZ** membership products.

31.3 The Board shall have the right to cancel life membership at any time if the holder has acted contrary to the aim and objects of **Consumer NZ** or in a manner which may reflect adversely on the public standing of **Consumer NZ**.

32 NOTIFICATIONS TO MEMBERS

32.1 Where reference is made in this Constitution to Members being given information or invitations, such notification may be made via **Consumer NZ** publications, such as on the website, without separate papers being required.

32.2 Notification may also be given to Members by sending information to a postal address or email address provided to **Consumer NZ** by each Member.

32.3 Any notices provided in accordance with clause 32.1 or sent by **Consumer NZ** to the last known postal or email address of the Member in accordance with clause 32.2 shall be considered duly delivered seven days after being sent to the Member.

33 FREE RECEIPT OF SERVICES

33.1 **Consumer NZ** shall have the right to place any person or organisation within New Zealand or overseas on its address lists for the receipt without payment of subscription of one or more of its membership products. Such persons or organisations shall not be Members of **Consumer NZ**.

34 ANNUAL GENERAL MEETINGS OF MEMBERS

34.1 The Annual General Meeting of Members shall be held not later than six months after the end of each financial year, and at such time and place as the Board shall decide.

34.2 The following business shall be dealt with at the Annual General Meeting:

34.2.1 to receive, consider and discuss the Chair's report and any other report and business that shall have been arranged by the Board for consideration at the Annual General Meeting.

34.2.2 to appoint an auditor for Consumer NZ who shall be a chartered accountant or a firm carrying on business as chartered accountants.

34.2.3 To announce the result of the election of Board members in accordance with clause 5.12.

34.2.4 to determine the amount of the fee or other remuneration to be paid to Board members for attendance at Board meetings or otherwise undertaking authorised Consumer NZ business as required by clause 26.1.

34.2.5 to receive and consider such other business as may have been properly brought to the attention of the meeting on notice.

34.2.6 such other matters determined by the Board.

34.3 Members may submit notices of motion to be put to the Annual General Meeting at least three months prior to the date set for the meeting.

34.4 Meeting minutes will be kept from all Annual General Meetings and any Special General Meetings.

34.5 Resolutions in relation to business items outlined in clause 35.2 may only be passed at an Annual General Meeting, or Special General Meeting.

35 SPECIAL GENERAL MEETINGS OF MEMBERS

35.2 A Special General Meeting may be convened by the Chair, the Deputy Chair in the absence of the Chair, or by the majority decision of the Board.

35.3 A Special General Meeting may be requested in writing by one hundred Members, at any time including details of notices of motion to be put to the meeting.

35.4 A Special General Meeting should be called by the Board within three months of receipt of a request by Members to hold such a meeting.

36 NOTICE OF MEETINGS OF MEMBERS

36.2 Members shall receive at least one month's notice of the time and place of the Annual General Meetings and Special General Meetings and of the business to be transacted (except where four months' notice is required under section 53.2).

37 QUORUM AT MEETINGS OF MEMBERS

37.2 Ten Members personally present shall form a quorum at both an Annual General Meeting and a Special General Meeting.

38 PRESIDING AT GENERAL MEETINGS

38.2 The Chair, or the Deputy Chair in the Chair's absence, shall preside at all Annual General Meeting and Special General Meetings. In the absence of both these Officers, Members present at the meeting shall elect a chair for the meeting.

39 VOTING AT MEETINGS OF MEMBERS

39.2 At all Annual and Special General Meetings each current Member shall have one vote, which may be given personally or by signed proxy. Voting shall be by show of hands unless a ballot be demanded. The Chair for the time being shall, in all cases of equal voting, have a casting vote as well as a deliberative vote.

40 EMPLOYMENT OF STAFF

40.2 The work of **Consumer NZ** shall be carried out by such permanent, temporary or contract employees as the Board considers necessary for the efficient performance of its functions and the achievement of its objects.

40.3 The terms and conditions of employment (including salaries and superannuation) shall be as determined by the Board.

41 OFFICES OF CONSUMER NZ

41.2 The registered office of **Consumer NZ** shall be at Wellington, or at such other place that the

Board may determine.

42 CONSUMER NZ SECTIONS AND PREMISES

- 42.2 **Consumer NZ** shall operate with such head office and district or other sections as the Board may determine.
- 42.3 **Consumer NZ** shall occupy such premises as the Board may decide to lease or buy.
- 42.4 **Consumer NZ** may lease to another person or organisation any accommodation that it owns or leases, as the Board may determine.

43 FINANCIAL PROVISIONS

- 43.2 The financial year of **Consumer NZ** shall be from the first day of January to the last day of December, or such other year as the Board shall determine.

44 FINANCIAL POWERS OF THE BOARD

- 44.1 The Board shall have the financial powers and responsibilities set out in Clause 6.2.

45 PRICES FOR MEMBERSHIP PRODUCTS AND OTHER PRODUCTS AND SERVICES

- 45.2 The Board shall from time to time determine the fees for membership products, and also the prices for any other products and services it may offer for sale.

46 FINANCIAL TRANSACTIONS

- 46.2 All the financial transactions of **Consumer NZ** covering both income and expenditure shall be handled in accordance with usual business practice, or in such a manner as the Board shall from time to time determine. Regular reports shall be made to the Board.

47 CONSTITUTION

- 47.2 This Constitution shall not be added to or altered except at an Annual or Special General Meeting where notice is given in accordance with Section 36. Members may submit to the Board not less than three months prior to the date set for the meeting notices of motion for modification of this Constitution. Members may apply in writing to be sent notices of motion for alterations to this Constitution.
- 47.3 Provided that no such addition, rescission, nor alteration shall in any way detract from Consumer NZ's charitable nature.
- 47.4 This Constitution is available to be viewed on the Charities Commission website, the Companies Office website and the Consumer NZ Website.

48 INTERPRETATION OF THE CONSTITUTION

- 48.2 The decisions of the Board on all matters, questions and disputes, including the interpretation of this Constitution, shall be final and conclusive. They shall be subject only to an appeal on any dispute (other than the interpretation of part of this Constitution) to a Special General Meeting.

49 ANNUAL REPORT

- 49.2 An annual report and audited statement of accounts shall be prepared as soon as practicable following each financial year.
- 49.3 Copies of the annual report will be made available online through the **Consumer NZ** Website.

50 STATEMENTS TO THE REGISTRAR OF INCORPORATED SOCIETIES AND CHARITIES COMMISSION

- 50.2 **Consumer NZ** shall deliver annually to the Registrar of Incorporated Societies such financial statements as are required under the Incorporated Societies Act 2022.
- 50.3 **Consumer NZ** shall deliver annually (within six months after each balance date) to the Charities Commission an annual return as required under the Charities Act 2005.

51 COMMON SEAL

- 51.2 The Chief Executive shall be responsible for the custody of the **Consumer NZ** common seal. It shall be affixed to documents only in accordance with a resolution of or the authority of the Board. It shall be attested by the signatures of two Officers, which may be either two Board members or one Board member and the Chief Executive.
- 51.3 A Deed may be entered into by **Consumer NZ** and signed under the name of the society by:
- (a) Two or more Officers of **Consumer NZ**; or
 - (b) An Officer, whose signature must be witnessed; or
 - (c) One or more attorneys appointed by **Consumer NZ**.
- 51.4 Other contractual obligations that are required to be in writing may be entered into on behalf of **Consumer NZ** by a person acting under **Consumer NZ's** express authority.

52 INDEMNITY

- 52.2 **Consumer NZ** shall indemnify (and use its assets and funds when required) against any loss, expenses or liability incurred by reason of any act or deed done in good faith by the Board members, employees and any other person acting for and under the authority of the Board or **Consumer NZ**.

53 DISSOLUTION OF THE ORGANISATION

- 53.2 **Consumer NZ** shall not be wound up voluntarily except by a resolution adopted at an Annual General Meeting or Special General Meeting of its Members.
- 53.3 Notice of proposed winding up shall be circulated to **Consumer NZ** Members not less than four months prior to the date of the Annual or Special General Meetings at which it is to be voted on.
- 53.4 Upon the winding-up of **Consumer NZ** its assets shall (after payment and discharge of all liabilities) be transferred to one or more organisations having substantially similar charitable objects and activities to those of **Consumer NZ**. Such transferred assets shall be used for charitable purposes similar to the objects for which **Consumer NZ** was established and in ways its members may determine. If there is not existent any organisation having similar charitable objects and activities to **Consumer NZ**, or if the members do not determine to transfer the assets to such an organisation, then the assets shall be applied towards such charitable purposes in New Zealand as the members may determine or being of such other purpose or purposes of a general charitable nature in New Zealand approved by the Charities Commission.
- 53.5 The assets of **Consumer NZ** shall not be distributed in any way to its Members.
- 53.6 The distribution of the **Consumer NZ** assets upon winding-up shall, subject to Clause 53.3, be determined by its Members in an Annual or Special General Meeting.

54 DISPUTE RESOLUTION PROCESS

- 54.2 Where a Dispute arises or a Complaint is made, Consumer NZ will follow the process outlined in this section 54 to address the Dispute and Complaint.

How Complaint is made

- 54.3 A Member or an Officer may make a Complaint by giving to the Board (or a complaints sub-committee of the Board), a notice in writing that—
- (a) states that the Member or Officer is starting a procedure for resolving a Dispute in accordance with Consumer NZ's Constitution; and
 - (b) sets out the allegation to which the Dispute relates and whom the allegation is against; and
 - (c) sets out any other information reasonably required by Consumer NZ.
- 54.4 Consumer NZ may make a Complaint involving an allegation against a Member or an Officer by giving to the Member or Officer a notice in writing that -
- (a) states that Consumer NZ is starting a procedure for resolving a Dispute in accordance with Consumer NZ's Constitution; and
 - (b) sets out the allegation to which the Dispute relates.

- 54.5 The information given under section 54.2(c) and 54.3(b) above must be enough 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.

Person who makes Complaint has right to be heard

- 54.6 A Member or an Officer who makes a Complaint has a right to be heard before the Complaint is resolved or any outcome is determined.
- 54.7 If Consumer NZ makes a Complaint,—
- (a) Consumer NZ has a right to be heard before the Complaint is resolved or any outcome is determined; and
 - (b) an Officer may exercise that right on behalf of Consumer NZ.
- 54.8 Without limiting the manner in which the Member, Officer, or Consumer NZ may be given the right to be heard, they must be taken to have been given the right if—
- (a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (c) an oral hearing (if any) is held before the decision maker; and
 - (d) the Member's, Officer's, or Consumer NZ's written statement or submissions (if any) are considered by the decision maker.

Person who is subject of Complaint has right to be heard

- 54.9 Clause 54.9 to 54.11 apply if a Complaint involves an allegation that a Member, an Officer, or Consumer NZ (referred to in these sections as 'the respondent', or singular as 'a respondent') —
- (a) has engaged in misconduct; or
 - (b) has breached, or is likely to breach, a duty under the Consumer NZ's Constitution or the Incorporated Societies Act 2022; or
 - (c) has damaged the rights or interests of a Member or the rights or interests of Members generally.
- 54.10 The respondent has a right to be heard before the Complaint is resolved or any outcome is determined.

- 54.11 If the respondent is Consumer NZ, an Officer may exercise the right on behalf of Consumer NZ.
- 54.12 Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if—
- (a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
 - (b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (d) an oral hearing (if any) is held before the decision maker; and
 - (e) the respondent's written statement or submissions (if any) are considered by the decision maker.

Investigating and determining Dispute

- 54.13 Consumer NZ 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, and subsequently dealt with in a fair, efficient, and effective manner.

Consumer NZ may decide not to proceed further with Complaint

- 54.14 Despite Clause 54.12, Consumer NZ may decide not to proceed further with a Complaint if—
- (a) the Complaint is trivial; or
 - (b) the Complaint does not appear to disclose or involve any allegation of the following kind:
 - (1) that a Member or an Officer has engaged in material misconduct:
 - (2) that a Member, an Officer, or Consumer NZ has materially breached, or is likely to materially breach, a duty under Consumer NZ's Constitution or the Incorporated Societies Act 2022:
 - (3) that a Member's rights or interests or Members' rights or interests generally have been materially damaged:
 - (c) the complaint appears to be without foundation or there is no apparent evidence to support it; or

- (d) the person who makes the complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the constitution; or
- (f) there has been an undue delay in making the complaint.

Consumer NZ may refer complaint

54.15 Consumer NZ may refer a Complaint to—

- (a) a subcommittee or an external person to investigate and report; or
- (b) a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.

54.16 Consumer NZ may, with the consent of all parties to a Complaint, refer the Complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

Decision makers

54.17 A person may not act as a decision maker in relation to a Complaint if two or more Members of the Board (or 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.