



# The Rules of the Warkworth & District RSA Incorporated

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(To be read in conjunction with but not forming part of the attached Rules).

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## **RULES OF**

### **Warkworth & District RSA Inc**

#### **NAME**

1. The name of the Association shall be the:-  
  
" Warkworth & District RSA Incorporated" hereinafter referred to as "the Association".

#### **DESCRIPTION**

2. The Association is a Society duly Registered and Incorporated under "The Incorporated Societies Act 1908".
3. The Association is (a) non-sectarian and (b) non-party political in that it does not, except by the submission of questions and the publication of answers thereto, influence or seek to influence the views of its members regarding any candidate for public office or any political or municipal party.
4. The Association is an affiliated member of the Royal New Zealand Returned And Services' Association Incorporated hereinafter referred to as RNZRSA.

#### **INTERPRETATION**

5. In these Rules,
  - (a) the term "Returned Member" shall mean any person so defined in the First Schedule to the Rules of RNZRSA which is the First Schedule to these Rules.
  - (b) the term "Service Member" shall mean any person so defined in the Second Schedule to the Rules of RNZRSA which is the Second Schedule to these Rules.
  - (c) the term "Member" or "Couples Members" shall mean any person so defined in the Third Schedule to the Rules of RNZRSA which is the Third Schedule to these Rules.
  - (d) the term "financial member" shall mean any member of the Association whose current subscription or dues are paid in accordance with these Rules.
  - (e) the term "Youth Member" shall mean any person so defined in the Fourth Schedule to the Rules of RNZRSA which is the Fourth Schedule to these Rules.
  - (f) [Deliberately blank]
  - (g) the term "Provisional member" shall mean any person so defined in the Third 'A' Schedule to these rules.
  - (h) [Deliberately blank]
  - (i) the term "serviceman" shall mean any member of any branch of Her Majesty's Forces.
  - (j) the term "Executive Committee", shall have the meaning ascribed to it in Rule 23.

- (k) the term "Sub-Committee" shall mean any such Sub-Committee duly constituted by the Executive Committee under the provisions of Rule 33 (e) and (f).
- (l) words denoting the masculine gender shall be deemed to include the feminine gender and vice versa.
- (m) unless inconsistent with these Rules all references to the singular shall be deemed to include the plural and vice versa.
- (n) the term Real Estate shall mean all land and buildings owned by the Association.

### **OBJECTS**

6. The Association is established with the express purpose of pursuing the aims and objects of RNZRSA as expressed hereunder.

The objects for which the Association is established are:-

- (a) Loyally to uphold the sovereignty of New Zealand as a member of the Commonwealth of Nations and as a member of the United Nations.
- (b) To foster and maintain the welfare and security of New Zealand within the concept of the establishment and maintenance of international peace with honour.
- (c) To inculcate in the individual a sense of responsibility to his fellow citizens, his local community, and for the well-being of mankind.
- (d) To perpetuate the comradeship born of service and to promote the general well-being of servicemen and of former servicemen and their respective dependants.
- (e) To promote, foster and support the charitable objects of the Association and its Branches.
- (f) To pursue the resolutions of the National Council of RNZRSA
- (g) To relieve the poverty of servicemen and former servicemen, their respective dependants and the former dependants of deceased servicemen and ex-servicemen

## **POWERS**

7. For the due attainment of its objects the Association shall have the following powers:-
- (a) To diffuse information on all matters affecting servicemen and former servicemen, and to print, publish, issue or circulate such papers, periodical books, circulars and other literary undertakings as may seem conducive to any of its objects.
  - (b) To affiliate with or accept affiliation from any society, body or other local Associations having similar objects, or to join, co-operate with, or subscribe to or accept subscriptions from the funds of any such society, body or local Associations for the purpose of better attaining or otherwise furthering the objects and interests of the local Association.
  - (c) To undertake and execute any trusts which may seem to the Association conducive to its objects and to invest the funds of any such trusts in the manner authorised for trustees by the Trustees Act 1956 or by any Act passed in amendment of or substitution for that Act and with all the powers given to trustees in relation to investment by that Act.
  - (d) To create and establish a Charitable Trust, pursuant to the Deed of Trust as set out in the Eighth Schedule of these Rules for the more expeditious administration of the funds of the Association which are set aside for welfare purposes.
  - (e) To create and establish a Poppy Charitable Trust, pursuant to the Deed of Trust as set out in the Ninth Schedule of these Rules for the protection and administration of donations received from the Poppy Day Appeal, and any other bequest, which are to be set aside for the welfare of returned and ex-service personnel, their respective dependants, and the former dependants of deceased returned service personnel and ex-service personnel, whether a member of a Returned and Services' Association or not.
  - (f) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may deem necessary or convenient for the purpose of any of the objects.
  - (g) To lend money or make advances to any other local Association with or without security.
  - (h) To construct, maintain, alter, improve, enlarge, pull down, remove or replace, manage, carry on and control any buildings, or works which may seem to the Association likely to advance the Association's interests directly or indirectly.
  - (i) To sell, lease, exchange, bail, grant licences in respect of or otherwise deal with or dispose of the Association's undertakings or any part thereof, or any property or interest in any property rights, concessions or privileges belonging to the Association either together or in portions upon such terms as the Association may think fit.
  - (j) To establish, maintain and conduct licensed clubs and other clubs or similar institutions.
  - (k) To sponsor the formation of sections, adjuncts or groups of interest.



- (l) To prescribe By-laws as set out in the Sixth Schedule of these Rules for the operation of the Licence, not being inconsistent with these Rules, and the Licence Regulations. Such By-laws and Licence Regulations shall be as binding on all members as if they were part of these Rules.
- (m) To initiate, carry out and enforce disciplinary procedures as detailed in Rule 13 of these Rules.
- (n) To do such other things as in the opinion of the Association maybe incidental or conducive to the attainment of any of the foregoing objects or the exercise of any of the foregoing powers.

#### **NO PRIVATE PECUNIARY PROFIT, AND EXCEPTIONS**

7(a) No private pecuniary profit may be made by any member from the Association, except that:

- (i) any member may receive full reimbursement for all expenses properly incurred by that member in connection with the affairs of the Association;
- (ii) the local Association may pay reasonable remuneration to any Officer or servant of the Association (whether a member or not) in return for services actually rendered to the Association;
- (iii) any member may be paid all usual professional, business or trade charges for services rendered, time expended and all acts done by that member or by any firm or entity of which that member is a member, employee or associate in connection with the affairs of the Association;
- (iv) any member may retain any remuneration properly payable to that member by any company or undertaking with which the Association may be in any way concerned or involved for which that member has acted in any capacity whatever, notwithstanding that that member's connection with that company or undertaking is in any way attributable to that member's connection with the Association.

The Executive Committee and the Officers of the Association, in determining all reimbursements, remuneration and charges payable in the terms of this clause, shall ensure that the restrictions imposed by the following clause are strictly observed.

#### **RESTRICTIONS ON BENEFITS TO AND INFLUENCE BY INTERESTED PERSONS**

7(b) Notwithstanding anything contained or implied in these Rules, any person who is:

- (i) an Officer, Secretary or member of the Association; or
- (ii) a shareholder or director of any company carrying on any business of the Association; or
- (iii) a settler or trustee of any trust which is a shareholder of any company carrying on any business of the Association; or
- (iv) an associated person (as defined by the Income Tax Act 2004) of any such Officer, Secretary, member, settler, trustee, shareholder or director.

Shall not by virtue of that capacity in any way (whether directly or indirectly) determine, or materially influence in any way the determination of the nature or the amount of any benefit or advantage or income or the circumstances in which it is or is to be received, gained, achieved, afforded or derived by that person.

A person who in the course of and as part of the carrying on of his or her business of a professional public practice shall not, by reason only of his or her rendering professional services to the Association or to any company by which any business of the Association is carried on, be in breach of the terms of this rule.

## **ASSOCIATION MEMBERSHIP**

8. The membership of the Association shall consist of:

**(a) Returned Members**

Persons who are defined in Rule 5 (a) of these Rules.

**(b) Service Members**

Persons who are defined in Rule 5 (b) of these Rules.

**(c) Members**

Persons who are defined in Rule 5 (c) of these Rules.

**(d) Youth Members**

Persons who are defined in Rule 5(e) of these Rules.

**(e) Life Members**

Any Returned, Service or Member who has, on the recommendation of the Executive Committee, been awarded Life membership at a General Meeting of the Association, in recognition of local service.

A Life Member shall be deemed to be a financial member of the Association for all purposes without being required to pay an annual subscription.

**(f) Honorary Life Members**

Persons not being eligible for Returned or Service membership who have rendered outstanding service to the Association or to former servicemen, and have been duly elected at a General Meeting after consideration of a citation presented by the Executive Committee.

Honorary Life members shall have the right to speak at General Meetings but not to exercise a vote.

**(g) Honorary Members**

Persons not being eligible for Returned, Service or Member membership who have rendered outstanding service to the local Association or to former servicemen, and

have been duly elected at a General Meeting after consideration of a citation presented by the Executive Committee.

Honorary members shall have the right to speak at General Meetings but not to exercise a vote, and shall be eligible for re-election from year to year.

**(h) [Intentionally blank]**

**(i) Provisional Member**

Persons who are defined in the Third 'A' Schedule to these rules.

Provisional members shall have the right to attend but not speak or vote at General Meetings.

**(j) [Intentionally blank]**

**(k) Couples Members**

Persons who are defined in Rule 5 (c ) of these Rules.

#### **MODE OF ADMISSION TO RETURNED AND SERVICE MEMBERSHIP**

9. (a) Any person wishing to enrol for membership under categories 8(a) or 8 (b) shall complete and sign the appropriate form.
- (b) Upon proof that he is possessed of the necessary service credentials under these Rules, and is otherwise eligible, with the approval of the Executive Committee he shall be enrolled as a member.

#### **MODE OF ADMISSION TO MEMBERSHIP**

10. Any person of good repute seeking admission as a "Member" shall be nominated for membership by a financial member. A person so nominated shall only be elected to membership provided he has paid the prescribed entrance fee and provided further that his election takes place by ballot of the Executive Committee.

The decision of the Executive Committee shall be final.

In the event of membership being refused all monies paid by the applicant by way of application fee and subscription shall be refunded to him.

#### **MODE OF ADMISSION TO YOUTH MEMBERSHIP**

- 10(a). Any person of good repute seeking admission as a "Youth" member shall be nominated for membership by a financial member and admitted under Rules 8(a) and/or 8(b) and/or 8(c). A person so nominated shall only be elected to membership provided he has paid the prescribed entrance fee and provided further that his election takes place by ballot of the Executive Committee.

The decision of the Executive Committee shall be final.

In the event of membership being refused all monies paid by the applicant by way of application fee and subscription shall be refunded to him.

**10(b). [Intentionally blank]**

**MODE OF ADMISSION TO PROVISIONAL MEMBERSHIP**

**10 (c)** Any person wishing to enrol for membership under category 8(i), shall complete and sign the appropriate form.

**10 (d) [Intentionally blank]**

**MODE OF ADMISSION TO COUPLES MEMBERSHIP**

**10 (e)** Any person of good repute seeking admission as a 'Couples' member shall fill out the required application form. A person will only be granted membership provided they have paid the prescribed entrance fee and provided further that their election takes place by ballot of the Executive Committee.

A couples membership shall consist of a member with a partner. Such members shall be given two membership cards and both have full voting rights.

The decision of the Executive Committee shall be final.

In the event of membership being refused all monies paid by the applicant by way of application fee and subscription shall be refunded to them.

**MODE OF TRANSFER OF MEMBERSHIP**

- 11**
- (a).** The Association shall admit to its own membership any member of another local Association who possesses the qualifications for membership as set out in Rules 8(a) or 8(b) of these Rules. Such transfer shall be affected on receipt of a certificate from the Secretary of that local Association that the member has paid subscription for the current year and recommending him for membership.
  - (b)** Transfer of membership of Associate and/or Youth members, to another local Association shall be at the discretion of that other local Association's Executive Committee, whose decision shall be final.
  - (c)** Notification of any such transfers shall be forwarded forthwith to the member's former local Association.

**MODES OF TERMINATION OF MEMBERSHIP**

**12. (a) Non-Payment of Subscription**

In the event of any member failing to pay his subscription within ninety days of the due date, he shall be sent a notice requiring him to pay his subscription within one month after the date of the notice.

Subject thereto and failing payment of the subscription and any arrears within the said period of one month the member's name shall be struck off the list of members and he shall cease to be a member, provided that the Executive Committee may at any time reinstate such member upon such terms as the Executive Committee in the exercise of its discretion may decide.

**(b) Resignation**

Any member may resign his membership by correspondence addressed to the Secretary of the local Association to that effect.

**(c) Expulsion**

Refer to Rule 13(b) below.

**DISCIPLINARY ACTION**

**13.** The Executive Committee shall have power to call on any member for an explanation of any charge of misconduct, within the provisions of these Rules, laid against him by any member or for any other sufficient cause.

**(a)** On receipt of a complaint (or complaints) of misconduct against any member, the Executive Committee shall (unless it considers such complaint to be vexatious, or frivolous, or totally without foundation):

- (i)** notify the member in writing of the complaint, and give him such particulars of the complaint as are available;
- (ii)** give the member a reasonable opportunity to provide an initial response or explanation in relation to the complaint, in writing or orally;
- (iii)** having completed steps (i) and (ii) above, the Executive Committee shall make a decision:
  - as to whether the matter is vexatious, frivolous, or without foundation, and if not, that it should proceed to a formal hearing;
  - as to whether the matter is so serious that, if the complaint is proved, expulsion is a possible outcome, or
  - as to whether the matter is not so serious as to warrant expulsion but may warrant suspension, and
  - as to whether an interim suspension of the member is appropriate.

**(b) Expulsion**

**(1)** Where the Executive Committee considers that the matter should proceed to a hearing, and that expulsion is a possible outcome if the complaint is proved, the Executive Committee shall:

- (i) convene a formal hearing of the Executive Committee to hear and consider the complaint;
  - (ii) provide the member with reasonable notice, in writing, of the time and place of such hearing. Such notification shall clearly state the purpose of the hearing, and shall include:
    - details of the complaint;
    - copies of any relevant documents or correspondence;
    - notification of the fact that expulsion is a possible outcome.
- (2) In convening and conducting the hearing, the Executive Committee shall follow the rules of natural justice, which require that the member be given a full and fair opportunity to present his or her response to the complaint. If the member wishes to be represented at the hearing by a lawyer, the Executive Committee shall fully consider such request, and make a ruling as to whether legal representation shall be permitted.
- (3) If, following the hearing, the Executive Committee considers that the complaint has been proven (on the balance of probabilities), the Executive Committee shall:
  - (i) advise the member of its finding as to the complaint;
  - (ii) give the member the opportunity to make representations as to penalty or outcome;
  - (iii) after steps (i) and (ii) have been completed, deliver its decision as to whether the member is expelled or suspended (or neither).
  - (iv) if expulsion is ordered, the member shall forthwith surrender his badge to the Association for return to RNZRSA.
- (4) For clarity, it is recorded that:
  - (i) the Executive Committee has the power to either expel or suspend, and in cases it deems appropriate, to impose an interim suspension prior to the hearing;
  - (ii) the Executive Committee is not obliged to impose suspension or expulsion, even if it finds the complaint(s) to have been proved.

**(c) Suspension of Membership**

Where the Executive Committee has received a complaint, but does not (in terms of rule 13(a)(iii) above) consider the matter so serious that expulsion is a possible outcome:

- (i) the Executive Committee may (but is not obliged to) delegate its powers in relation to the hearing of the complaint to a Disciplinary Committee [which

may be a standing Committee, or a Committee which the Executive Committee may appoint in relation to any specific complaint(s)];

- (ii) if so appointed, the Disciplinary Committee shall consist of a minimum of three and a maximum of five members of the Association (and not necessarily members of the Executive Committee), and
- (iii) the Disciplinary Committee shall follow all of the procedural steps required of the Executive Committee as if acting under rule 13(b), but **shall not** have the power to impose expulsion.
- (iv) whether the matter is heard by the Executive Committee, or by a Disciplinary Committee, either Committee shall have the power to suspend the member for a period not exceeding twenty-four months.

The member shall not be obliged to surrender his badge during any such period of suspension.

#### **APPEALS AGAINST SUSPENSION OR EXPULSION**

14. (a) A member expelled, or suspended for more than one month shall have the right to appeal the decision to a tribunal of not less than three, nor more than five persons to be appointed by the Executive Committee

Members of the tribunal shall be members of the Association but not of the Executive Committee and should if possible include at least one member of the legal profession, who is a member of the Association.

Written Notice of Appeal shall be given to the Executive Committee of the Association within one month after the date of the decision expelling or suspending such member.

- (b) The Tribunal shall have wide discretion to determine the procedure which it will follow. In particular:
- (i) it may decide to completely rehear the evidence in the matter; or
  - (ii) it may decide the matter on the basis only of the record of the hearing of the Executive Committee or its appointed Disciplinary Committee. Should no record be available then the evidence shall be reheard.
  - (iii) it may agree to hear, or consider, evidence in addition to that put forward at the Disciplinary hearing, in whatever form it deems fit.
- (c) The tribunal may dismiss or allow the appeal or vary the decision.
- (d) The decision of the tribunal shall be final.

#### **ANNUAL GENERAL MEETINGS**

15. (a) An Annual General Meeting of the local Association shall be held in the month of March in each year at such time and place as shall be fixed by the Executive Committee and the date shall be advertised at least thirty-five days in advance by insertion at least once in a newspaper circulating in the area of the Association and by reference in the Warkworth & District RSA Newsletter.

- (b) At least 14 days' notice of such Meeting, stating the nature of the business to be brought before the Meeting shall be given to members either by post or by advertisement inserted at least once in a newspaper circulating in the area of the local Association and by reference in the Warkworth & District RSA Newsletter.

**16. BI-ANNUAL GENERAL MEETINGS**

- (a) A Bi-Annual General Meeting of the local Association will not be held.

**EXTRAORDINARY GENERAL MEETINGS**

17. (a) All General Meetings other than Annual General Meetings shall be Extraordinary General Meetings. The Executive Committee may, whenever it thinks fit, and shall upon a requisition in writing by twenty members, convene an Extraordinary General Meeting.

Any such requisition shall specify the objects of the meeting requisitioned, shall be signed by the members of the Association making the same, and shall be deposited with the Secretary of the Association. The meeting must be convened only for the purposes specified in the requisition. In case the Executive Committee for 14 days after the receipt of such a requisition fails to convene an Extraordinary General Meeting to be held within 21 days from the receipt of such a requisition, the members making such a requisition or a majority of them, may themselves convene a meeting to be held not later than three calendar months after the date of the requisition.

- (b) Seven days' notice specifying the place the day and hour of any Extraordinary General Meeting and the purpose for which it is to be held shall be given either by an advertisement in a newspaper circulating in the area of the local Association, reference in the Warkworth & District RSA Newsletter or by notice sent by post or email to each member.

**QUORUM AT ANY GENERAL MEETINGS, EXTRAORDINARY GENERAL MEETINGS**

18. (a) The quorum for any General Meeting shall be thirty of members admitted under Rules 8(a) and/or 8(b) and/or 8(c).
- (b) No business shall be transacted at any meeting unless a quorum of such members is present.
  - (c) If within half an hour from the time appointed for any meeting a quorum is not present at the meeting, if an Extraordinary General Meeting it shall be dissolved, in any other case it shall stand adjourned to the same day in the next week at the same time and place and the members present at the adjourned meeting may transact any business as if they constituted a full quorum.

**METHOD OF VOTING**

19. (a) Every question submitted to any general meeting of the Association or to any meeting of the Executive Committee shall be decided in the first instance on the voices or by a show of hands. Subject to the provisions of the Fifth Schedule hereto, every member present shall be entitled to record one vote and no more upon every question. In the case of an equality of votes the Chairman shall,



whether upon a vote being taken by a show of hands or by a ballot as hereinafter provided for, have a second or casting vote.

- (b) Unless a ballot is demanded by the Chairman or by at least three members present, a declaration by the Chairman that a resolution has been carried or lost and an entry to that effect in the Minute Book shall be conclusive evidence of the fact without proof of the number of the votes recorded in favour of or against such resolution.
- (c) If a ballot is demanded it shall be taken in such a manner and at such a time as the Chairman of the meeting may direct and the result of the ballot shall be deemed to be a resolution of the meeting at which the ballot was demanded.

A demand for a ballot may be withdrawn. The demand for a ballot shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a ballot has been demanded.

- (d) Votes shall be given personally, not by proxy.

### **ADJOURNMENTS OF MEETINGS**

- 20. The Chairman of any meeting may with the consent of that meeting adjourn the meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

### **NOTICES OF MOTION**

- 21. Any notice of motion must be in the hands of the Secretary at least 21 days before the meeting at which the motion is intended to be moved.
- 22. [Intentionally blank]

### **EXECUTIVE COMMITTEE**

- 23. Financial members of the local Association admitted under Rules 8(a) and/or 8(b) and/or 8(c) shall be eligible for election to the Executive Committee.

The Executive Committee shall consist of a:

President

Two Vice Presidents

Honorary Treasurer and

Seven members of the Association all of whom shall be elected at the Annual General Meeting of the Association and shall hold office until the conclusion of the next Annual General Meeting and shall be eligible for re-election from year to year.

- (a) The President shall be the Chairman of the Executive Committee or, in his absence, a Vice President.
- (b) Only members admitted under Rules 8(a) and/or 8(b) and/or 8(c) shall be eligible:

- (i) for election as Officers of the local Association or to the Executive Committee of an Association.
- (ii) to vote for those standing for election as set out in (i) above.

### **OFFICERS**

24. The Officers of the Associations shall be:

the President  
the Vice Presidents  
Honorary Treasurer  
and the immediate Past President (if any) who shall hold office for a period of one year only.

### **ELIGIBILITY FOR MEMBERSHIP OF THE EXECUTIVE COMMITTEE**

- 25. (a) No person who is employed by the Association shall be eligible for election as an Officer or other member of the Executive Committee.
- (b) No person who is an undischarged bankrupt shall be eligible for election to the Executive Committee.
- (c) Any person standing for election to the Executive Committee shall, at the time of his nomination, disclose to the membership the existence of any criminal conviction for serious offence, in his past. "Serious" shall include, but is not necessarily limited to, any conviction for fraud, theft, assault, sexual offence, or any offence involving illegal drugs, drinking and driving or driving while disqualified, but shall not include traffic infringement matters, or offences which do not carry a possible term of imprisonment.

### **ELECTION OF THE EXECUTIVE COMMITTEE**

- 26. Nominations for Officers and other members of the Executive Committee shall be called for by the Secretary at least 35 days prior to the date of the Annual General Meeting and the final date for receipt of nominations shall be the final date set aside for the receipt of Notices of Motion.
- 27. (a) Each of the candidates for election as:
  - (i) President and Vice President(s) shall be financial members admitted under Rules 8(a) and/or 8(b) and/or 8(c) and shall be proposed and seconded by financial members admitted under Rules 8(a) and/or 8(b) and/or 8(c) on the form to be provided.
  - (ii) A member of the Committee, shall be financial members admitted under Rules 8(a) and/or 8(b) and/or 8(c) and shall be proposed and seconded by financial members admitted under Rules 8(a) and/or 8(b) and/or 8(c) on the form to be provided.
- (b) Financial members admitted under Rules 8(a) and/or 8(b) and/or 8(c) may vote for all positions as defined in Rule 23 of these Rules.

28. Prior to the date of the Annual General Meeting the Secretary shall have printed ballot papers bearing the surname and forenames of each candidate in alphabetical order. The ballot papers shall also contain details of the number of vacancies to be filled and instructions on the method of voting.

No other information is to appear on the ballot paper.

29. The ballot shall take place during the course of the Annual General Meeting and the members present shall appoint at least two scrutineers who are not candidates in the election. The scrutineers shall supervise the election, collect the ballot papers and count the votes recorded for each candidate.
30. The scrutineers shall give a written report to the Chairman who shall announce the results of the election, including the number of votes cast in favour of each candidate, prior to the close of business.
31. In the event of there being an equality of votes for any vacancy the Chairman shall determine the result by lot among the candidates concerned.
32. Where the number of persons nominated is no greater than the number called for, those persons so nominated shall be declared duly elected and the Chairman shall call for nominations at the Annual General Meeting for persons to fill any remaining vacancies. In the event of nominations exceeding vacancies, a ballot shall be conducted during the meeting.

#### **POWERS OF THE EXECUTIVE COMMITTEE**

33. (a) The management and control of the Association and its properties real and personal shall be vested in the Executive Committee.
- (b) The Executive Committee may appoint a Secretary/Manager of the Association. The Secretary/Manager may be a paid employee of the Association and the Executive Committee may fix his remuneration and the period of his engagement and such other terms and conditions of employment as the Executive Committee shall think fit. The President shall consult with the Executive Committee concerning the appointment, but for the purposes of the Employment Relations Act 2000, shall be deemed to be the employer of the Secretary/Manager.
- (c) The Executive Committee shall also appoint such other staff as are deemed necessary for the efficient management of Association affairs.
- (d) The Executive Committee may exercise all such powers and do all such acts and things as may be exercised or done by the Association as are not hereby or by Statute expressly directed or required to be exercised or done by the Association in General Meeting.
- (e) The Executive Committee may appoint such sub-Committees as are necessary to carry out the business of the Association.
- (f) The Executive Committee may delegate such of its powers as it deems fit.

#### **MEETINGS OF THE EXECUTIVE COMMITTEE**

34. (a) The Executive Committee shall meet at least once per calendar month at such

place and time as the Executive Committee shall determine. At least three clear days' notice in writing shall be given to each member of the Executive Committee.

- (b) The Chairman or any three members of the Executive Committee may at any time convene a meeting of the Executive Committee upon giving three days notice to the members of the Executive Committee.

#### **METHOD OF VOTING AT EXECUTIVE COMMITTEE MEETINGS**

- 35. Voting at any meeting of the Executive Committee shall be in accordance with Rule 19 hereof.

#### **QUORUM OF THE EXECUTIVE COMMITTEE**

- 36. (a) The quorum for any meeting of the Executive Committee shall be six members.
- (b) No business shall be transacted at any meeting unless a quorum of members is present.
- (c) If within half an hour from the time appointed for any meeting a quorum is not present at the meeting it shall stand adjourned to the same day in the next week at the same time and place and the members present at the adjourned meeting may transact any business as if they constituted a full quorum.

#### **VACATION OF, OR REMOVAL FROM, OFFICE**

- 37. (a) Any member of the Executive Committee shall vacate his office:-
  - (i) If he is absent from three consecutive meetings without leave of the Executive Committee.
  - (ii) During any period of bankruptcy, or if he becomes of unsound mind.
  - (iii) If by notice in writing to the Secretary he resigns his office.
  - (iv) Becomes an employee of the Association.
- (b) (i) A member of the Executive Committee may be removed from office, by a resolution of a majority of the other members of the Committee, if he is, during any period in office, convicted of any serious criminal offence. "Serious" shall include, but is not necessarily limited to, convictions for fraud, theft, assault, sexual offence, or any offence involving illegal drugs, drinking and driving or driving while disqualified, but shall not include traffic infringement matters, or offences which do not carry a possible term of imprisonment.
- (ii) Any member of the Executive Committee so convicted shall notify the Committee of such conviction, and shall stand aside whilst the Committee considers the matter. A reasonable opportunity to provide an explanation to the Committee shall be given him, before any decision to remove him from Office is made.

- (c) Any vacancies on the Executive Committee shall be filled by appointment by the Executive Committee and the appointee shall hold office until the conclusion of the next Annual General Meeting of the Association.
- (d) Any member or members of the Executive Committee, or the Executive Committee in toto, may be removed from office by a resolution passed by not less than two thirds of valid votes cast at any general meeting, of which proper notice and the purpose of the meeting was given, in accordance with these Rules.
- (e) Any vacancy or vacancies on the Executive Committee resulting from action taken under (d) above shall be filled in accordance with (c) above.
- (f) Notwithstanding the provisions of Rules 23 to 32 of these Rules, in the event that the Executive Committee is removed in toto, then at that same meeting members shall call for nominations, and shall elect an interim committee to conduct the affairs of the Association, pending fresh elections to be held within three (3) months or at the next annual general meeting, whichever event occurs first.

### **SUBSCRIPTIONS**

- 38. (a) The annual subscription for all members, except for Youth members, shall be such sum or sums as may be determined by the members in General Meeting from time to time, provided however that the annual subscription payable by members admitted under Rule 8(c) shall not be less than that payable by members admitted under Rules 8(a) and/or 8(b).
- (b) Subscriptions shall be due and payable on the first day of each financial year of the Association.
- (c) In the case of a newly elected member, the Executive Committee shall determine the subscription to be paid for the balance of the financial year.
- (d) The Executive Committee at its discretion shall have power to remit subscriptions in whole or in part for any member or any particular class of member.
- (e) The Executive Committee shall remit subscriptions under Rule 38(d) of these Rules for all serving uniformed members of the New Zealand Defence Force and New Zealand Police eligible for admittance under Rule 8(a) and/or 8(b) of these Rules, and as defined in Rules 4 (g) and/or 4 (h) of the Rules of RNZRSA.
- (f) No person who from any cause whatsoever ceases to be a member shall have any claim upon the Association for a refund of the whole or any part of any subscription paid by him to the Association.
- (g) Only financial members shall be entitled to the privileges of membership.

### **ACCOUNTS**

- 39. The financial year of the local Association shall begin on the first day of January in each year and shall expire on the last day of December of the same year.
- 40. (a) The Executive Committee shall keep true accounts:-
  - (i) of all sums of money received and expended by the Association and of the matters in respect of which such receipts and expenditure takes place.

- (ii) of all assets, credits and liabilities of the Association including all mortgages, charges and securities of any description affecting any property of the Association.
- (b) At least once in each year the accounts of the Association shall be audited.
- (c) The books of account shall be kept at the office of the Association or at any such other place as the Executive Committee may determine and they shall be open to the inspection of members of the Association at such reasonable times and places as shall be determined by the Executive Committee. All monies received after being entered in the Books of the Association as being received shall be forthwith paid into a bank to be appointed by the Executive Committee.
- (d) All accounts shall be reported to the Executive Committee for confirmation of all routine payments and for authorisation of all other payments.
- (e) Payment of all monies shall be made either by cheque or electronic transfer signed by any two of the following: President, Vice President, Honorary Treasurer, Secretary or any other person appointed by the Executive Committee, provided that at least one of the signatories is a member of the Executive Committee.

Provided that nothing in this Rule shall apply to payments under a petty cash imprest system operated pursuant to a resolution of the Executive Committee.

- (f) At every Annual General Meeting the Executive Committee shall present an Annual Report and a reviewed Balance Sheet and an Income and Expenditure Account made up to a date not more than four months before that meeting from the time the last preceding Balance Sheets were prepared and in the case of the first Balance Sheet from the date of the Incorporation of the Association. Every such report shall be accompanied by a report from the Executive Committee on the state of the Association.
- (g) A copy of the reviewed financial statements of the Association, duly certified by the President and Secretary, shall be forwarded to the Chief Executive, RNZRSA before the expiry of four calendar months from the end of the financial year of the Association.
- (h) The Association shall duly file the returns required by the Incorporated Societies Act 1908 or by such other statutory provisions for the time being in force and shall comply with all the requirements of such statutes and any regulations thereunder.
- (i) The Association shall prepare an annual financial budget prior to the commencement of each financial year for the Association.

#### **FINANCIAL AUDIT**

41. An Auditor, who should preferably be a member of the Chartered Accountants Australia and New Zealand and who shall not be a member of the Executive Committee, shall be appointed at each Annual General Meeting of the Association.

The current Auditor shall be eligible for re-election. In the case of any vacancy during the year, the Executive Committee shall appoint an Auditor.

#### **BORROWING MONEY**

42. (a) The Executive Committee shall have power, only if authorised by a resolution passed by not less than two-thirds of valid votes cast at any General Meeting of the Association, to borrow or raise money and secure payment of the same or to secure the payment of any money owing by the Association or the satisfaction or performance of any obligation or liability incurred or undertaken by the Association in such manner as the Association shall by resolution as aforesaid determine and in particular by the issue of debentures or by mortgage or charge or lien upon the whole or any part of the Association's property (whether present or future) provided however that the authority of a General Meeting will not be required for the borrowing of amounts not exceeding at any one time the sum of \$50,000.
- (b) The Executive Committee may purchase, redeem or pay off any such security or securities.

### **CAPITATION**

43. (a) The Association shall pay capitation to RNZRSA (Inc) in respect of all Members (except Provisional Members) in accordance with RNZRSA Rules in force for the time being.
- (b) Capitation shall not be payable to RNZRSA for those serving uniformed members of the New Zealand Defence Force and New Zealand Police eligible for admittance under Rules 8(a) and/or 8(b) of these Rules.
- (c) The Association shall pay capitation assessed on all persons on which capitation would normally be payable as determined under these rules or by RNZRSA National Council from time to time irrespective of the manner in which the Association structures its affairs.
- (d) For the removal of all doubt, a person on which capitation would usually be payable who is not a member of the Association but who may enjoy the benefits of membership may be included as a member of the Association for the purposes of calculating capitation.
- (e) A dispute as to whether a person should be included in the assessment of capitation shall be determined by the RNZRSA President's Forum.

### **BADGES**

44. (a) Every Returned and Service member of the Association shall be supplied by the Association with an official RNZRSA badge.
- (b) Every member admitted under Rule 8(c) shall be supplied by the Association with an official badge designed by RNZRSA.
- (c) Every member admitted under Rule 8(d) shall be supplied by the Association with an official badge designed by RNZRSA.
- (d) All Returned, Service, Associate and Youth members' badges are, and remain, the property of RNZRSA.
- (e) Except as provided in this rule, any member who ceases to be a member shall upon demand in writing from the Secretary, return to the Secretary the badge issued to him.

- (f) No member shall be required to surrender his badge where evidence is produced that he has transferred his membership to another Association.
- (g) At the discretion of the Executive Committee, a badge may be retained by the relations of a deceased member.
- (h) The Secretary or any member of the Executive Committee is expressly authorised to call upon the wearer of a badge issued under these Rules to produce evidence of his entitlement to wear the same.

### **AWARDS**

45. (a) At a General Meeting of the Association upon the recommendation of the Executive Committee any Returned, Service or Associate member may be awarded Life Membership of the Association or any other such award, in recognition of local service.

A Life Member shall be deemed to be a financial member of the local Association for all purposes without being required to pay an annual subscription.

- (b) Where an award is made in terms of paragraph (a) of this rule the Executive Committee shall arrange for details of the award to be endorsed on an appropriate Certificate for issue to the member. Any nomination to RNZRSA for a national award may be made at a General Meeting of the Association, upon the recommendation of the Executive Committee.

### **ALTERATION OF RULES**

46. (a) The Rules of the Association may be altered, added to or rescinded at any General Meeting of the Association by Notice of Motion in accordance with Rule 21.

- (b) No amendment of any Rule shall be made without the prior consent in writing of the President's Forum of RNZRSA being first had and obtained provided that such consent shall not be withheld unless such amendment conflicts with, or is not in harmony with the Rules of RNZRSA or with the rules of natural justice.

- (c) No addition to or alteration or rescission of the following Rules of the Association shall be made unless such addition, alteration or rescission is consistent with the charitable purposes of the Association and unless such addition, alteration or rescission is first approved by the Inland Revenue Department.

(a) Rule 6(e) and 6(g) ("Objects")

(b) Rule 7A ("Private Pecuniary Profit")

(c) Rule 7B ("Interested Persons")

(d) Rule 46 (c) ("Alteration of Rules")

(e) Rule 54 (b) ("Liquidation")

- (d) At least 14 days' notice of any proposed amendment to the Rules of the Association shall be given to the members either by posting the same to each member or by at least one insertion in a newspaper circulating in the area of the local Association.



The notice so given shall contain a copy of, or state briefly, the nature of the Notice of Motion to be moved at the General Meeting so called.

- (e) The Association shall register any alteration of or addition to these Rules as required by any statutory provisions for the time being in force.

### **CONDUCT OF MEETINGS OF THE ASSOCIATION**

47. The conduct of meetings of the local Association shall be in conformity with the Fifth Schedule hereto.

### **MINUTES**

48. The Executive Committee shall cause Minutes of all meetings to be duly entered in the Book provided for that purpose.

### **CHANGES OF ADDRESS**

49. Every member shall communicate to the Secretary any change of address and all notices posted to the last notified address shall be valid and deemed to have been given on the day following the day of posting.

### **BRANCHES**

50. The Executive Committee of the Association shall have the power to form and constitute Branches provided that the prior approval in writing of the formation of any such Branch is first had and obtained from RNZRSA.

### **SALE OF ASSOCIATION REAL ESTATE**

51. Subject to the provisions of Rule 54 (b) of these Rules the Association may dispose of its real estate, in part or in total by way of gift, sale or transfer by a resolution in favour of such gift, sale or transfer of not less than two thirds (2/3) of valid votes returned at either a general meeting or from a postal ballot of financial members admitted under Rules 8 (a) and/or 8 (b) and /or 8 (c).

In relation to a postal ballot the closing date for the receipt of ballot papers at the registered office of the local Association shall not be less than 30 or more than 60 days after the day on which the ballot papers were dispatched to members.

The result of the ballot shall be notified to the members at a general meeting called for the purpose or by way of a notice inserted in a newspaper circulating in the area of the Association.

### **WITHDRAWAL FROM MEMBERSHIP OF RNZRSA**

52. The Association may withdraw from membership of RNZRSA by either:-
- A. a resolution in favour of such withdrawal of not less than two thirds (2/3) of valid votes returned from a Postal Ballot of financial members admitted under 8 (a) and/or 8 (b). The closing date for the receipt of ballot papers at the registered office of the Association shall be not less than 30 nor more than 60 days after the date on which the ballot papers were dispatched to members.

The result of the Ballot shall be notified to members either at a General Meeting called for the purpose or by way of a notice inserted in a newspaper circulating in the area of the Association.

or by,

- B.** a simple majority of valid votes cast by financial members at a General Meeting in favour of placing the Association in liquidation. Such resolution for liquidation and to appoint a liquidator must be confirmed by a further Extraordinary General Meeting to be held not earlier than 30 days nor later than 60 days after the date on which the resolution so to be confirmed was passed.
- C.** withdrawal from membership under either A or B above shall be subject to compliance with the following conditions:
  - (a)** 14 days' prior written notice shall be given to the Chief Executive of RNZRSA (Inc) of any Notice of Motion to withdraw from membership which has been given to members pursuant to these Rules.
  - (b)** Such notice shall be accompanied by payment in full of all capitation and other sums due by the Association.
  - (c)** Such Notice shall specify:-
    - (i)** The date from which it is intended that the withdrawal shall become effective;
    - (ii)** Whether the Association intends voluntarily to be put into liquidation under Section 24 of the Incorporated Societies Act 1908, or
    - (iii)** Whether the Association intends to change its name with consequential Rule amendments under Section 21 of that Act.
  - (d)** Immediately after the motion to withdraw from membership has been adopted by the members in General Meeting the Chief Executive of RNZRSA shall be notified of the decision and supplied with the Association's Certificate of Incorporation.

### **LICENCE REGULATIONS AND RECIPROCAL VISITING RIGHTS**

- 53.**
  - (a)** The Association will comply with all national and local authority law, regulations and rules as they apply to the operation of the Association including without limitation those that relate to use of the Association's premises, the sale and supply of alcohol, the provision of hospitality services and gambling.
  - (b)** That this Association, while affiliated to the Royal New Zealand Returned and Services Association (Inc.), grants reciprocal visiting rights to all other Associations and RSA Clubs affiliated to the Royal New Zealand Returned and Services Association (Inc.) as defined in the Sixth Schedule to the rules of the Royal New Zealand Returned and Services Association (Inc.) and to all overseas service organisations and any other club which has confirmed reciprocal rights in writing with the Royal New Zealand Returned and Services Association (Inc.).
  - (c)** The Executive Committee may make By-Laws for the use of the Associations premises, the sale and supply of alcohol, the provision of hospitality services and

gambling provided that where necessary approval will be sought from Royal New Zealand Returned and Services Association (Inc.).

**LIQUIDATION**

- 54. (a) Any decision that the affairs of the Association be liquidated shall be governed by the following procedure. Notice of Motion of the proposed liquidation and appointment of a liquidator must be given in accord with the Rules of the Association and any such resolution for such liquidation and appointment of a liquidator must be confirmed by a further Extraordinary General Meeting, held not earlier than 30 days and not later than 60 days after the date on which the resolution so to be confirmed was passed.
- (b) If upon the liquidation of the Association there remains, after the satisfaction of all its liabilities, any property whatsoever, the same shall not be paid or distributed among the members of the Association but shall become vested in and transferred to RNZRSA or any local RSA having Charitable Status, on such conditions, providing such conditions are not inconsistent with the Aims and Objects of RNZRSA, as shall be determined by a majority of the members admitted under Rules 8(a) and/or 8(b) of the Association present in person at a General Meeting to be held according to the Rules of the Association at or before the liquidation.

**INDEMNITY**

- 55. The Executive Committee, other Officers and Employees of the Association shall be indemnified by the Association against any personal liability incurred in or by reason of the discharge of their duties, except for liability arising by reason of:-
  - (a) their own fraudulent act or acts,
  - (b) their own recklessness; or
  - (c) their own gross negligence or dereliction of duty.

**SEAL OF THE ASSOCIATION**

- 56. The Association shall have a Common Seal which shall be in the custody and control of the Secretary for the time being and the documents to be executed by the Association of whatsoever nature shall be executed with the following attestation clause:-

"The Common Seal of Warkworth & District RSA was here-unto affixed pursuant to a resolution of the Executive Committee in the presence of:-

..... Executive Committee Member

..... Executive Committee Member

**REGISTERED OFFICE**

- 57.** The Association shall at all times have a registered office which shall be situated in 28 Neville Street, Warkworth or at such other place as may be determined from time to time by the Executive Committee.

## **FIRST SCHEDULE**

### **ELIGIBILITY FOR ADMISSION AS A RETURNED MEMBER**

#### **OF THE ASSOCIATION**

1. In all cases it shall be a prerequisite that the person, at the time of making application for membership:
  - (a) Be a New Zealand Citizen, or
  - (b) A resident of New Zealand in terms of New Zealand's Immigration Policy, or
  - (c) Hold a valid New Zealand Visa or Permit
  - (d) A citizen of a country belonging to the Commonwealth of Nations,
  - (e) and has attained the age of 18 years or the minimum age for the purchase and consumption of alcohol as specified in the Sale and Supply of Alcohol Act 2012 or any amendments or re-enactments thereof.
  
2. In all cases it shall be a condition of membership that the person has not been dishonourably discharged from the armed forces or dishonourably dismissed from any merchant navy or other qualifying organisation. The Association, or RNZRSA President's Forum, shall have authority to call upon any person to produce evidence of the nature of his discharge.
  
3. In all cases, it shall be the responsibility of the person concerned to produce satisfactory evidence of his eligible service.
  
4. Any questions arising between any applicant for membership and any Association as to whether such person is or is not eligible for membership shall be referred to RNZRSA President's Forum, whose decision shall be final and binding.
  
5. (a) **Armed or Defence Forces and Police of New Zealand**
  - (i) Any person who served overseas in time of war or emergency.
  - (ii) Any person who served overseas as a member of any unit in an operational or occupational force or multinational observers force, or ad hoc force as determined from time to time by RNZRSA President's Forum.
  - (iii) Any person who served overseas as a member of a United Nations Peacekeeping Force.
  
- (b) **Armed Forces of Great Britain**

Any person who served overseas in time of war or emergency.

Any person who served overseas as a member of any unit in an operational or occupational force, or ad hoc force as determined from time to time by RNZRSA President's Forum.

Any person who served in Great Britain in time of war in areas deemed to be under threat PROVIDED such service was marked by the award of the Defence Medal or the Air Crew Europe Star.

Any person who served in Northern Ireland PROVIDED such service was marked by the award of the Campaign Service Medal with clasp "Northern Ireland".

(c) **Armed Forces of Any Other Commonwealth Country**

Any person who served overseas in time of war or emergency.

Any person who served overseas as a member of any unit in an operational or occupational force, or ad hoc force as determined from time to time by RNZRSA President's Forum.

(d) **Armed Forces of Any Ally of New Zealand**

Any person who served in areas deemed to be under threat, as determined from time to time by RNZRSA President's Forum, as a member of the Armed Forces of:-

- (i) A country that was a member of the Commonwealth of Nations at the time of service or
- (ii) An ally of New Zealand at the time of service.

(e) **Merchant Navy**

Any person who served as a member of the crew of a merchant vessel under the flag of New Zealand or of any ally of New Zealand who either:-

- (i) during the 1914-18 war or the 1939-45 war served in a theatre of war, PROVIDED such service was marked by the award of the appropriate campaign medals awarded to services personnel for service in that theatre, or
- (ii) served in a vessel engaged in the Falklands war, PROVIDED such service was marked by the award of the South Atlantic Star.

(f) **Wartime Resistance Movements**

Any person who served as a member of an underground or resistance movement of any ally of New Zealand PROVIDED the movement was officially recognised by the Government or authority for the time being accepted by Her Majesty's Government as being the Government or authority of the country concerned and the service has been officially recognised:-

- (i) by the award of a decoration for valour or for service by the Government or authority as aforesaid, or
- (ii) by the award of a commendation for service or a certificate of service or a similar citation by the Government or authority as aforesaid, or
- (iii) by the award of a citation for service by the Officer having overall command of Her Majesty's forces in any particular area designated as a theatre of war.

(g) **Operational Service - Civilians**

- (i) Recognition of any New Zealand civilian who has served in conjunction with NZDF personnel, providing support roles defined as Operational Service and whose service has been recognised by the awarding of the NZ Operational Service Medal (NZOSM) and/or the NZ General Service Medal (NZGSM).
- (ii) Recognition of any other New Zealand citizen, whose operational service for the nation has been recognised by either of the above Awards and is considered by RNZRSA President's Forum to warrant inclusion in this category.

**6. Savings**

Any person admitted to membership as a Returned member under the Rules of RNZRSA in operation prior to adoption of this Schedule shall be deemed to have been admitted under this Schedule.

## **SECOND SCHEDULE**

### **ELIGIBILITY FOR ADMISSION AS A SERVICE MEMBER**

#### **OF THE ASSOCIATION**

1. In all cases it shall be a prerequisite that the person, at the time of making application for membership:
  - (a)
    - (i) be a New Zealand citizen, or
    - (ii) be a permanent resident of New Zealand in terms of New Zealand Immigration Policy, or
    - (iii) be a citizen of a country belonging to the Commonwealth of Nations;
  - (b) has attained the age of 18 years or the minimum age for the purchase and consumption of alcohol as specified in the Sale and Supply of Alcohol Act 2012 or any amendments or re-enactments thereof.
2. In all cases, it shall be a condition of membership that the person has not been dishonourably discharged from the armed or defence forces or dishonourably dismissed from any other qualifying organisation. The Association, or RNZRSA President's Forum, shall have authority to call upon any person to produce evidence of the nature of his discharge.
3. In all cases, it shall be the responsibility of a person concerned to produce satisfactory evidence of his eligible service.
4. Any questions arising between any applicant for membership and any Association as to whether such person is or is not eligible for membership shall be referred to RNZRSA President's Forum, whose decision shall be final and binding.
5. Subject to the requirements of paragraphs 1 to 4 above and the provisions of clause 5(c)(ii) the following persons are eligible for admission as Service members.
  - (a) **Armed/Defence Forces and Police of New Zealand**

Any person who has served or is serving as a uniformed member of the Armed/Defence or Police Forces of New Zealand and who does not possess the necessary service qualifications for Returned membership.
  - (b) **Armed/Defence Forces and Police of the Commonwealth of Nations**

Any person who has served or is serving as a uniformed member of the Armed/Defence or Police Forces of any country which was a member of the Commonwealth of Nations at the time of service, and who does not possess the necessary service qualifications for Returned membership.
  - (c) **Armed/Defence Forces of any Other Country**



- (i) Any person who has served or is serving as a uniformed member of the Armed/Defence Forces of a country which has not taken up arms against New Zealand or any member of the Commonwealth of Nations or an ally of New Zealand since the 11<sup>th</sup> November 1918, and who does not possess the necessary service qualifications for Returned membership.
- (ii) All applications for membership made under the provisions of clause 5(c)(i) above, shall in the first instance be referred to the RNZRSA President's Forum for determination as to eligibility.

(d) **Home Guard, Women's War Service Auxiliary, Women's Land Service**

Any person who has served as a member of:

- (i) the Home Guard, Women's War Service Auxiliary or the Women's Land Service in New Zealand, or
- (ii) an equivalent organisation or organisations within the then British Empire

Any time between September 1939 and August 1945 and who does not possess the necessary qualifications for "Returned" membership.

(e) **New Zealand Cadet Forces**

- (i) Any person being not less than 18 years of age or who has attained the minimum legal drinking age as defined in the Sale and Supply of Alcohol Act 2012 or any enactment or amendment thereto, and who has served, or is currently serving, as an Officer of the New Zealand Cadet Forces.
- (ii) Any person being not less than 18 years of age or who has attained the minimum legal drinking age as defined in the Sale and Supply of Alcohol Act 2012 or any enactment or amendment thereto, and who has had a minimum of 3 years' service in the New Zealand Cadet Forces as evidenced by a "Cadet Record of Service" Certificate.

6. **Savings**

Any person admitted to membership as a "Service" member under the Rules of RNZRSA in operation prior to adoption of this Schedule shall be deemed to have been admitted under this Schedule.

## THIRD SCHEDULE

### ELIGIBILITY FOR ADMISSION AS A MEMBER OF THE ASSOCIATION

1. In all cases it shall be a prerequisite that the person, at the time of making application for membership:
  - (a)
    - (i) be a New Zealand citizen, or
    - (ii) be a permanent resident of New Zealand in terms of New Zealand Immigration Policy, or
    - (iii) be a citizen of a country belonging to the Commonwealth of Nations;
  - (b) has attained the age of 18 years or the minimum age for the purchase and consumption of alcohol as specified in the Sale and Supply of Alcohol Act 2012 or any amendments or re-enactments thereof.

2. In all cases, it shall be the responsibility for the person concerned to produce satisfactory evidence of his eligibility.

3. Any questions arising between any applicant for membership and any Association as to whether such person is or is not eligible for membership shall be referred to RNZRSA President's Forum, whose decision shall be final and binding.

4. **Savings**

Members membership - a number of instances will have occurred where Club membership has been granted to a person who does not meet the Citizenship criteria as set out in Clause 1 of this Schedule. Such persons shall be entitled to transfer to Member membership providing they were a Club Member prior to and including 30th June 1992.

## THIRD 'A' SCHEDULE

### MODE OF ADMISSION AS PROVISIONAL MEMBER OF THE ASSOCIATION

1. In all cases it shall be a prerequisite that the person, at the time of making application for membership:
  - (a) be eligible for admission under one of the other categories of membership, and
  - (b) have attained the age of 18 years or the minimum age for the purchase and consumption of alcohol as specified in the Sale and Supply of Alcohol Act 2012 or any amendments or re-enactments thereof, and
  - (a) expressly agree in writing to comply with the Association's rules.
2. In all cases, it shall be the responsibility of the person concerned to produce satisfactory evidence of eligibility for Provisional Membership.
3. Subject to the exceptions detailed below, Provisional Membership is granted on the following conditions:
  - (a) A Provisional Membership may be revoked at any time by the Executive Committee if the prerequisites for membership are found not to have been satisfied, and
  - (b) Provisional Membership is granted on the following conditions:
    - (i) There will be no subscription or fee for the period of the Provisional Membership,
    - (ii) A Membership card will be provided marked "Provisional" for the period of the Provisional Membership, so that the Provisional Member can be clearly identified as a *bona fide* member of the Association,
    - (iii) The one month Provisional Membership period cannot be extended,
    - (iv) On the expiration of one month from admission, the Provisional Membership will lapse, and the Provisional Member may be invited to apply for membership (under the appropriate mode or form),
    - (v) A Provisional Member may invite guests to the Association club/premises,
    - (vi) A Provisional Member is not eligible to nominate and/or second applicants for any other class of membership,
    - (vii) A Provisional Member shall have the right to attend but not speak or vote at General Meetings, and

- (viii)** Subject to the foregoing, the Provisional Member may access the facilities of, and enjoy the privileges of membership of the Association.

## **FOURTH SCHEDULE**

### **ELIGIBILITY FOR ADMISSION AS A YOUTH MEMBER**

#### **OF THE ASSOCIATION**

Youth Membership shall be open, subject to the requirements detailed hereunder, to persons who have attained the age of 13 years as at the date of application, and have not attained the age of 18 years or the minimum age for the purchase and consumption of alcohol as specified in the Sale and Supply of Alcohol Act 2012 or any amendment or re-enactment thereof.

1. In all cases it shall be a prerequisite that the applicant, at the time of making application for membership, be:
  - (a) A New Zealand citizen  
or
  - (b) A permanent resident of New Zealand in terms of New Zealand Immigration Policy
  - (c) hold a valid New Zealand Visa or permit
  - (d) A citizen of a country belonging to the Commonwealth of Nations.
2. It shall be the responsibility of the applicant to produce satisfactory evidence of his eligibility.
3. Any questions arising between the applicant for membership and the Association, as to whether such person is or is not eligible for membership, shall be referred to RNZRSA for decision, which shall be final and binding.
4. Subject to the exceptions detailed below, Youth Members may access the facilities of, and enjoy the privileges of membership of the Association:
  - (a) Youth members are not eligible for election to any committees of the Association nor are they entitled to vote or speak at any General Meeting.
  - (b) Youth members are not eligible to nominate and/or second applicants for any class of membership.
  - (c) Youth members are not entitled to either purchase or consume liquor on the premises.
  - (d) Youth members are not permitted to either enter any area set aside or set up for the operation of gaming machines, or to operate or play such gaming machines.

Notwithstanding the provisions of Rules 12 and 13 of the Rules of the Association, any breach of these conditions, 4(c) and/or (d) shall mean the immediate cancellation of membership.

5. Youth members may sign in one visitor only, on any one day. Such visitor must have attained the age of 16 years. At all times the right to sign in visitors shall be subject to the provisions of the Sixth Schedule to these Rules.
6. The subscription payable by Youth members shall be as determined by the Executive Committee and shall not be subject to the provisions of Rule 38 (a) of the Association rules.
7. On reaching the age of 18 years, or such age being the minimum age for the purchase and consumption of alcohol as specified in the Sale and Supply of Alcohol Act 2012 or any amendment or re-enactment thereof, Youth membership shall cease.
8. Youth members attaining the age of 18 years, or such minimum age as defined in 7 above, may apply for membership in the category for which they eligible, but without being required to be further nominated or seconded.

In all other respects their application shall be subject to the requirements as detailed in Rule 13 of the Association rules.

## **FIFTH SCHEDULE**

### **STANDING ORDERS FOR THE CONDUCT OF GENERAL MEETINGS** **OF THE ASSOCIATION**

1. Members will assemble at the time and place appointed. The President shall preside at all meetings, or in his absence, a Vice President.

In the absence of these Officers, the meeting shall appoint a member to be the Chairman.

2. The Secretary will take the necessary steps to see that none but financial members, Honorary Life Members and Honorary Members of the Association are present.
3. Full Minutes of all proceedings of the meeting shall be kept by the Secretary or his appointee.

#### **Business of Meeting**

4. The business shall be as advertised and the order in which items of business are taken shall be as determined by the Chairman or by resolution of the members present.

#### **Notices of Motion**

5.
  - (a) Motions must be fairly written and signed by the members proposing such motions. A motion moved and seconded shall be withdrawn only by leave of the meeting.
  - (b) Any notice of motion not seconded may not be further debated, but shall forthwith lapse and no entry thereof shall be made in the Minutes.
  - (c) The terms of a motion may be altered by the proposer with the approval of the seconder, and such amended motion shall be fairly written and delivered to the Chairman.

#### **Superseding Motion**

6. A motion may be superseded:-
  - (a) By the adjournment of a meeting, either on the motion of a member "That this meeting do now adjourn", or on notice being taken, and it appearing, that a quorum is not present.
  - (b) By a motion being carried "That the meeting proceed to the next business".
  - (c) By an amendment.

#### **Conduct of Debate**

7. Every member shall obey the orders and rulings of the Chairman. If any member refuses to obey any such order or ruling, such member may thereupon, by resolution of the meeting, be held guilty of contempt, and such member may be suspended at the discretion of the meeting.

#### **Time Limit of Speeches**

8. The Proposer of a motion shall be allowed ten minutes in which to address the meeting, and his seconder five minutes. All other members shall have five minutes. The Proposer shall be entitled to a reply of five minutes.

#### **Members**

9. All financial Members may attend all General Meetings of the Association and shall have, except for the restrictions imposed in Rule 52A of these Rules, the right to speak and vote on all matters.



## **SIXTH SCHEDULE**

### **ASSOCIATION BY-LAWS**

1. The Executive Committee shall be the sole responsible authority for the interpretation of these Rules and of the Regulations and By-laws made thereunder, and the decision which shall be given within seven days by the said Executive Committee upon any question of interpretation or upon any matter affecting the Association and not provided for by the Rules or by the Regulations and By-laws made thereunder, shall be final and binding on the members until set aside or varied by a General Meeting of the Association to be held within fourteen days of the date of such decision of the said Executive Committee.
2. No member shall give any gratuity to any employee of the Association.
3. No member shall, except for services rendered or goods supplied at the request of the Executive Committee, or in pursuance of a resolution of a General Meeting on any pretence or in any manner receive any profit, salary or emolument from the funds or transactions of the Association.
4. Any member removing a book, newspaper or any article or articles which are the property of the Association from the premises without the consent of the Executive Committee or wilfully breaking, tearing or injuring any property of the Association and refusing to replace or make good the same shall render himself liable to suspension.
5. Any member being intoxicated so as to be a nuisance in the Associations premises may immediately be suspended by the Duty Manager or by an Officer. Any such suspension must forthwith be reported in writing to the Secretary giving the reasons therefore and a meeting of the Executive Committee shall be called with all reasonable speed.
6. Drunkenness, swearing, obscene language and other disorderly conduct shall not be permitted in the Association's premises, and any member persisting in offending may, after being cautioned by the Duty Manager or by an Officer or member of the Executive Committee render himself liable for suspension.
7. Membership of any party, organisation, local Association or other body, the allegiance and objects of which are inconsistent with the allegiance and objects of this Association shall be deemed to be misconduct within the meaning of these Rules.
8. No raffles shall be allowed on the premises or goods exhibited for that purpose except with the authority of the Executive Committee.
9. No sectarian or party political discussion shall be allowed in the Association's premises.
10. No business cards or notices shall be posted or hung on the premises without the sanction of the Executive Committee, nor shall any member give the address of the Association in an advertisement or conduct any business on the Association's premises or use the Association address for business purposes.
11. Members of the Executive Committee(s) shall at all times render every assistance to the Officers and staff of the Association to maintain order and to prevent infringement of the

Rules, Regulations or By-laws, or the terms of any charter which may be granted from time to time to the local Association.

- 12.** Members of the Executive Committee(s) shall maintain a document specifying the dress code standards for members and visitors while in the club premises and ensure that the document is published, displayed and the standards enforced appropriately.

**SEVENTH SCHEDULE**

**Unused**



2. **THE PURPOSES OF THE TRUST FUND WHICH SHALL BE LIMITED TO NEW ZEALAND SHALL BE AS FOLLOWS:-**

- (a) To assist indigent, aged, sick, disabled or infirm Returned Servicemen and Ex-Servicemen and their wives and dependants.
- (b) To assist indigent, aged, sick or infirm widows of Returned Servicemen and Ex-Servicemen.
- (c) To assist aged or infirm or disabled indigent persons.
- (d) To assist any public charity or any organisation dispensing charity or relieving or caring for the aged or sick or infirm.
- (e) To contribute to any medical research fund or to any school fund or to the education of any person or persons.
- (f) For other charitable purposes as defined in Part IV of the Charitable Trusts Act 1957 and Section 61 (a) thereof or in any Act passed in substitution for the said Act.
- (g) The purposes of the Trust Fund shall in all cases be limited to within New Zealand

3. **CAPITAL AND INCOME**

The Trustees may pay or apply the whole or any part of the trust fund including both the capital and the income thereof in towards all or any of the purposes herein expressed as they may in their absolute discretion decide or they may accumulate any income until the same can in their opinion be usefully applied for all or any of such objects.

4. **SPECIAL TRUSTS**

When property real or personal is accepted by the Trustees upon special trusts declared by the donor thereof all the powers and provisions of these presents shall be deemed to be incorporated in the instrument declaring such special trusts except in so far as the same shall be expressly excluded or modified by or be inconsistent with such special trusts.

5. **The Trustees** may invest the trust fund or any part thereof (with full power to the Trustees from time to time to vary such investments and to substitute and replace the same with others of a different or like nature) in manner following that is to say:-

- (a) Upon such investments as may from time to time be permitted to Trustees by the law for the time being in force in New Zealand relating to the investment of trust funds and in contributory mortgages.
- (b) In the purchase of freehold or leasehold property or personal property of all descriptions in New Zealand.
- (c) In or towards the erection or acquisition of flats or other buildings or the construction or additions or modifications of or to buildings.
- (d) In shares or debentures in any company or companies public or private or on deposit with or through any person firm or company or companies or bank.

6. **The Trustees** shall have full power at their absolute discretion to sell any part or parts of the assets for the time being comprising the trust fund and to invest the proceeds of such sale or any accumulated income in such investments as are hereinbefore authorised and in such manner as they may from time to time determine without being responsible for any loss resulting from such investment.

7. **POWERS OF TRUSTEES**

The Trustees shall (subject to the provisions hereof herein-before contained) have the following general powers that is to say:-

- (a) To sell, exchange, partition, invest, mortgage or otherwise dispose of or deal with any real or personal property or any interest therein as fully and effectively as if they were the absolute owners thereof.
- (b) To borrow money on the security of any property real or personal or any part thereof or without security upon such terms or conditions as to the Trustees shall deem proper.
- (c) To pay all expenses and outgoings incurred in relation to the trusts from time to time reposed in them.
- (d) To let any property for such term or terms at such rent and subject to such conditions as to the Trustees shall appear desirable.
- (e) To accept surrenders of leases upon such terms and subject to such conditions as to the Trustees shall appear desirable.
- (f) To appoint or remove or suspend and to pay or remunerate officers, clerks or servants for services rendered by them as the Trustees may from time to time deem appropriate and to determine the duties and powers and fix the salaries or remuneration of any such persons.
- (g) To repair and maintain or otherwise improve and to insure against loss or damage by fire or otherwise real or personal property held by the Trustees including power to insure for replacement and to discharge out of income or capital all outgoings properly payable in respect of such property without prejudice to the right of the Trustees to make it a condition of letting any person into the possession of any of the property (whether as tenant at will or otherwise) that such person shall pay and discharge all or any part of such outgoings.
- (h) To seek incorporation in accordance with the provisions of the Charitable Trusts Act 1957.
- (i) To do all such other lawful acts and things as are incidental to or conducive to the attainment of the general purposes of the trusts hereby created.
- (j) No benefit or advantage, whether or not convertible into money or any income of any kind shall be afforded to, or received, gained, achieved or derived by any of the persons as provided for by the Income Tax Act 1994, or therefore, where that person is able, by virtue of that capacity as such person specified therein, in any way (whether directly or indirectly) to determine, or to materially influence in any way the determination of, the nature or the amount of that benefit or advantage or that income or the circumstances in which it is or is to be so received, gained, achieved, afforded, or derived, except as specifically exempted by that section.

**8. MEETINGS**

A meeting of the Trustees may be held at such time or place as may from time to time be determined. It shall not be necessary for the Trustees to act unanimously, and all power and discretions vested in them may accordingly be exercised by a majority of the Trustees present and voting at any meeting, provided however that at least three Trustees present and voting at any meeting shall be necessary to form a quorum. It shall not be necessary to hold a formal meeting of Trustees, and any resolution in writing signed by all the Trustees shall be effectual to record their decision.

**9. MINUTES**

Minutes of the proceedings of all meetings of the Trustees shall be recorded in a book to be kept for that purpose by the Secretary be signed by the Chairman of the meeting or of the meeting at which the minutes are read and confirmed and every such minute purporting to be so signed shall be prima facie evidence of the facts therein stated.

**10. ACCOUNTS**

The Trustees shall keep an account or accounts at such bank or banks (including a savings bank or banks) as they shall from time to time determine and cheques and withdrawals and authorities shall be drawn signed or endorsed as the case may be by such person or persons (including in all instances at least one Trustee) as the Trustees shall from time to time in writing direct.

**11. AUDIT**

The Trustees shall cause true accounts to be kept in such manner as they think fit of all their receipts, credits, payments and liabilities and all other matters necessary for showing the true state and condition of the trust and such accounts shall be audited at least once in each year by an accountant appointed in that behalf by the Trustees

**12. REVOCAION OR ADDITION**

It shall be lawful for the Trustees by unanimous resolution to revoke or vary or add to any of the provisions of these presents so long as such revocation or addition is not inconsistent with the general scope of these presents and does not detract from the charitable nature of the organisation.

**13. SECRETARY**

The Trustees may from time to time appoint a Secretary for such term as the Trustees consider appropriate and may pay to such Secretary such sum by way of remuneration or reimbursement for expenses incurred as they deem fit.

**14. It is hereby declared as follows:-**

- (a) That assistance may be granted hereunder by the Trustees from time to time by way of grant of money or gift of goods or chattels or other assets.
- (b) That the Trustees may from time to time assist any person or institution or society by way of a loan of money secured or unsecured upon such terms as the Trustees shall decide.

- (c) That the Trustees may in special circumstances contribute to the funeral expenses of any indigent Returned Serviceman or Ex-serviceman.

**15. TRUSTEES**

- (a) Each of the Trustees hereof being the President or Treasurer of the founder shall cease to be a Trustee upon ceasing to hold such office of President or Treasurer as the case may be.
- (b) The other Trustees shall hold office at the pleasure of the Executive for the time being of the founder and such Executive shall have the power to remove a Trustee and another to appoint.
- (c) Except as otherwise herein provided the powers of appointing a new Trustee or Trustees shall be exercisable by the Executive for the time being of the founder.
- (d) The total number of Trustees shall not at any time exceed .....

- 16.** In the event of this Trust being wound up then the balance of the Trust Fund shall be given or transferred to one or more institutions or societies having charitable objects similar to those of this trust as shall be determined by a majority of the members of the founder present in person at the general meeting of the founder, and in default thereof to such one or more institution or institutions or society or societies as a Judge of the High Court of New Zealand shall determine, and such determination shall be final provided that in no circumstances shall any part of the Trust Fund be transferred to the founder or distributed among the members of the founder.

IN WITNESS WHEREOF this Deed has been executed the day and year firstly hereinbefore written.



## NINTH SCHEDULE

### MODEL POPPY TRUST DEED FOR RETURNED AND SERVICES' ASSOCIATION

#### [Name] POPPY CHARITABLE TRUST

**THIS TRUST DEED** made the .....(day) of .....(month) ..... (year).

#### **PARTIES**

**1** *Name of place, occupation/incorporation number ("the settlor")*

And

**2** *Name of place, occupation, name of place, occupation and name of place, occupation  
Name of place, occupation, name of place, occupation and name of place, occupation  
Name of place, occupation, name of place, occupation and name of place, occupation  
Name of place, occupation, name of place, occupation and name of place, occupation  
Name of place, occupation, name of place, occupation and name of place, occupation  
hereinafter together called "the initial trustees"*

#### **BACKGROUND**

- A** The settlor wishes to establish a charitable trust in New Zealand for the purposes described in clause 2 of this deed.
- B** The settlor has, concurrently with the execution of this deed, transferred to and vested in the trustees the sum of *one* dollars (\$ *amount*) the receipt of which is acknowledged by the trustees to be held upon and subject to the trusts set forth in this deed.
- C** It is anticipated that further money, property or other assets may from time to time be added to the trust.

**THIS DEED WITNESSES** that the settlor does hereby irrevocably declare, and the trustees declare and acknowledge, as follows:

#### **1 Declaration of Trust**

- 1.1** The settlor directs, and the trustees acknowledge, that the trustees hold the sum of *one* dollars (\$ *amount*) the receipt of which is acknowledged by the trustees and all further money, property or other assets that may be from time to time added to the trust ("the trust fund") on the trusts and with the powers expressed or implied in this deed and that the trust be known as the [Name] Poppy Trust ("the Trust").
- 1.2** The trustees shall seek incorporation under the provisions of the Charitable Trust Act 1957.
- 1.3** It is declared that in the construction of this deed the plural number includes the singular and vice versa and the section headings appear as a matter of convenience but not as an aid to interpretation.

#### **2. Objects of the Trust**

- 2.1** The principal objects of the Trust are to receive moneys, donations, gifts from any source provided in connection with the poppy designated by the National Council of the Royal New Zealand Returned And Services' Association Inc or its successor ("RNZRSA") as the RSA Poppy, and add it to the trust fund.
- 2.2** The trustees shall apply the trust funds exclusively for charitable purposes within New Zealand as set out below:

- a) for the welfare of returned and service people and their dependants whether members of a Returned And Services' Association or not;
- b) in the event the RNZRSA determines that funds raised in connection with the RSA Poppy can be used for the needs or welfare of returned and services personnel, their dependants, the relief of poverty, the advancement of education or religion, or such other charitable purposes within New Zealand as are recognised by the laws of New Zealand, then for such purposes;

and it is declared that the provisions and effect of this clause shall not be altered negative or otherwise modified on a basis which would result in the Trust ceasing to be for charitable purposes within New Zealand.

### **2.3 Application**

Any income, benefit or advantage received or earned by the Trust shall be applied to the charitable purposes of the trust.

## **3 Appointment and Removal of Trustees**

- 3.1** The administration of the Trust shall be under the control of the initial trustees, or such other persons as shall be appointed to act as trustees.
- 3.2** The power to appoint and remove trustees shall be held:
  - a) first by the Board of the [name of the RSA and incorporation number] ("RSA") and no trustee so appointed *and while acting as a trustee* shall be considered in the employ of or otherwise have any obligation to the RSA other than to perform the trusts, duties and obligations set out in or arising from this Deed; and
  - b) secondly in the event a receiver, liquidator, administrator, statutory manager is appointed in respect of the RSA, the RSA is liquidated or otherwise ceases to have a validly constituted Board, then by the RNZRSA and no trustee so appointed *and while acting as a trustee* shall be considered in the employ of or otherwise have any obligation to the RNZRSA other than to perform the trusts, duties and obligations set out in or arising from this Deed.
- 3.3** The maximum number of trustees shall be five and the minimum shall be three of which at any given time two shall be independent of the RSA, with the intention that one will have a legal and the other an accounting qualification. In the event that the RSA is unable to appoint two independent trustees with the said qualifications, RNZRSA shall have the power to appoint two such independent trustees who shall hold office until such time as the RSA can appoint two independent trustees with the appropriate qualifications. At that time the RSA shall notify RNZRSA and the trustees of the nominees, who shall replace the trustees appointed by RNZRSA at the earliest practical opportunity.
- 3.4** The trustees shall have a term of office of two years at which time they shall retire provided that a trustee who has so retired shall be deemed to have continued in office until either reappointed or replaced. A retiring trustee can be reappointed. There shall be no limitation on the number of terms a trustee can serve or any prohibition on a trustee serving consecutive terms.
- 3.5** Any trustee shall be entitled to resign by giving three months' notice in writing.
- 3.6** A trustee shall cease to be a trustee upon:
  - a) expiry of the notice of resignation;
  - b) death;
  - c) notification to the RSA of long term incapacity
  - d) notification to the RSA of mental illness;
  - e) conviction of an indictable offence or an offence involving dishonesty;
  - f) bankruptcy, voluntary administration or determination of insolvency;
  - g) upon notification jointly from the RSA and the RNZRSA that the trustee has not managed the affairs of the Trust in an appropriate manner or is otherwise in breach of trust;

- h) failure to attend properly called meetings of trustees on three consecutive occasions;

provided that if the number of trustees shall be reduced below three then those having the power of appointment shall within a period of three months of such notice, appoint a replacement trustee so that notwithstanding any temporary vacancy there shall always be a minimum of three trustees. If the number of trustees after the departing trustee's departure shall not be less than three, then there shall be no obligation to appoint a replacement trustee.

#### **4 Proceedings of trustees**

- 4.1 The trustees shall elect a chairperson and shall hold meetings at such times and in such places as they shall decide and the chairperson shall have the right to call a meeting at any time by providing 10 working days written notice to the trustees and providing further that the trustees shall meet at least [once] [twice] [*number of times*] in each year.
- 4.2 The trustees shall appoint a secretary for the Trust and who shall maintain records of all resolutions and proceedings.
- 4.3 The quorum for any meeting of trustees shall be three persons.
- 4.4 All questions before the trustees shall be decided by consensus. However, where a consensus decision cannot be reached on a question, it shall, unless otherwise specified in this deed, be put as a motion to be decided by a majority of votes. If the voting is tied, the motion shall be lost. For the avoidance of doubt, it is confirmed that the chairperson shall not have a casting vote.
- 4.5 A resolution signed by all of the trustees shall be binding and effectual as if passed at a meeting of trustees. A meeting conducted by teleconference shall be valid providing that prior written notice of the business to be transacted at such meeting shall have been provided to all trustees. Notices and resolutions may include written record sent by facsimile transmission or email.
- 4.6 The trustees shall be entitled and empowered to employ and to discharge such managers, servants, solicitors, accountants, investment advisers, agents or other persons as the trustees deem expedient for the purposes of carrying out any of the objects of the Trust, and to pay such fees or other remuneration as the trustees think fit.
- 4.7 Any payment made to any trustee, or to any person associated with any trustee, shall not be any more than such amount as is reasonable and relative to that which would be paid in an arm's length transaction for work carried out in connection with the Trust and no trustee or person associated with any trustee shall participate in, or materially influence, any decision made on behalf of the Trust in respect of the payment to or on behalf of that trustee, or associated person, of any income benefit or advantage whatsoever.
- 4.8 No trustee shall be liable for any loss suffered by the trust fund or by any beneficiary arising from any action or omission as trustees which is not attributable to the dishonesty or wilful commission or omission of any act known to be a breach of trust.
- 4.9 Except in the case of a deliberate breach of trust, the trustees shall be indemnified out of the trust fund against all liabilities which they may incur in the exercise or attempted exercise of the trusts, powers, authorities and discretions vested in them and shall have a lien on and may use moneys forming part of the trust fund in pursuance of this indemnity.
- 4.10 This indemnity shall extend to any payments made to any person whom the trustees bona fide believe to be entitled thereto although it may be subsequently found that the person was not in fact so entitled.
- 4.11 No trustee shall be liable for anything done or omitted to be done except in the case of fraud or other wilful misconduct on that trustee's part.

#### **5 Reports**

- 5.1 The trustees shall keep true and fair accounts of all money received and expended.
- 5.2 The trustees shall, as soon as practicable after the end of every financial year of the Trust cause the accounts of the trust for that financial year to be audited or reviewed by an

accountant appointed for that purpose and the audited or reviewed accounts shall be made available to the public upon request.

- 5.3** The trustees shall present to the RSA and RNZRSA a detailed annual report on the activities, investments, grants and distributions of the Trust and which shall include the annual accounts and audit or reviewer's report as the case may be.
- 5.4** In the event the RSA and/or the RNZRSA are not satisfied with the annual report, either or both as the case may be can request additional information from the trustees and the trustees shall immediately provide that information.

## **6 Powers**

### **6.1 General and specific powers**

In addition to the powers implied by the general law of New Zealand or contained in the Trustee Act 1956, the powers which the trustees may exercise in order to carry out the charitable purposes of the Trust are as follows:

- (a) to use the trust fund or any part thereof as the trustees think necessary or proper in payment of the costs and expenses of the Trust, including the employment of professional advisers, agents, officers and staff as appears necessary or expedient; and
- (b) to purchase, take on lease or in exchange or hire or otherwise acquire any land or personal property and any rights or privileges which the trustees think necessary or expedient for the purpose of attaining the objects of the Trust and to sell, exchange, bail or lease, with or without option of purchase, or in any manner dispose of any such property, rights or privileges as aforesaid; and
- (c) to carry on any business; and
- (d) to invest surplus funds in any way permitted by law for the investment of trust funds and upon such terms as the trustees think fit provided that any trustee who is in a profession, employment or business which is or includes acting as a trustee or investing money on behalf of others, then in exercising any power of investment, that trustee or trustees (as the case may be) shall not be required to exercise the skill, care or due diligence that a prudent person engaged in such a profession, employment or business would exercise but rather shall exercise the skill, care or due diligence that a prudent person of business would in managing the affairs of others; and
- (e) to borrow or raise money from time to time, with or without security, and upon such terms as to priority and otherwise as the trustees think fit; and
- (f) resettle any part of the income or capital or specified fund on trust on such terms as they consider appropriate for any purpose consistent with the charitable purposes of the Trust; and
- (g) vary the Trust by providing such additional or supplementary powers as may be considered necessary or desirable for the proper administration thereof, providing, however, that no alteration or variation shall be made to the objects of the Trust or be inconsistent with the charitable nature and purpose of the Trust; and
- (h) to do all things as may from time to time be necessary or desirable to enable the trustees to give effect to and to attain the charitable purposes of the Trust provided that no power or reservation, expressed or implied, in this deed shall authorise the trustees to do or suffer any act which does not further the charitable purposes of the Trust and the declaration of charitable purposes in this deed shall, at all times, be paramount so as to exclude any act or omission which is or may be deemed to be not in accordance with such purposes.

### **6.2 Distributions for charitable purposes**

The trustees shall have the overall responsibility for the exercise of discretions to pay or apply the trust fund for charitable purposes.

- 6.3** The trustees shall, at least once in each financial year, establish policies for the allocation of income towards charitable purposes and shall take such steps as the trustees consider expedient to advertise or invite selected individuals and/or organisations to submit formal applications for grants,

- 6.4 The trustees may carry forward unexpended income in any year to a future year or years. The trustees may also set aside, from income, a reserve to continue any established pattern of grants and to meet fluctuations of income in future years and other contingencies. These powers are in addition to any other power or discretion the trustees may have to carry forward income or establish reserves.
- 6.5 The trustees may accumulate an amount not exceeding *twenty percent (20 %)* of the income in any accounting period for a period not exceeding *number, eg, 60* years from the date of this deed. This accumulated income will be added to the capital of the Trust and is to be held on the same trusts to, as far as possible, maintain the real value of the Trust and to provide for growth of income available for charitable purposes. This power is in addition to any other power the trustees may have to accumulate income.
- 6.6 The trustees shall, at least once in each year, conduct a meeting to approve grants to or for charitable purposes and it is declared that any decisions relating to the application of funds shall be unanimous and that the trustees shall not be bound to advise any applicant or organisation seeking a grant of any reason for approval or declining any grant or otherwise any reasons relating to the exercise of any discretions.
- 6.7 The trustees may, at their discretion, as they think fit, apply such terms and conditions or specify any purpose for any grant or any promise or pledge of any future grant from the Trust.
- 6.8 Notwithstanding the foregoing provisions, the trustees may, by written resolution, at any time, approve, promise, pledge, or pay grants to charities or towards charitable purposes out of the income received by or accrued to the Trust, providing, however, that all such grants promises or pledges shall be confirmed by the trustees at the meeting pursuant to clause 6.6.
- 6.9 A receipt issued by a person authorised by the recipient of any grant, forwarded to the trustees, shall be sufficient discharge to the trustees, who shall not be bound to ensure that funds have been applied by the recipient for or towards the purposes of any such grant.

## **7 Conflict of interest**

- 7.1 An 'interest' under this clause 7 means alleviation of an obligation or a grant or distribution howsoever made from the capital or income of the Trust that will or is likely to benefit a trustee or any person or body, whether corporate or unincorporated, associated with the trustee in any pecuniary way.
- 7.2 In the event a trustee has or may have an interest in a decision of the trustees, the trustee so affected shall notify the other trustees of the possible interest in writing at least 5 working days prior to the decision being made. The trustee so affected shall not be present when the trustees are considering the decision and shall not be entitled to vote on the decision. If the number of remaining trustees so voting is less than three the trustees' decision shall be reported to the RSA and the RNZRSA.
- 7.3 If the trustees are officers of the RSA and the decision is one in which the RSA has an interest, the trustees' decision shall be delegated to three persons appointed by RNZRSA.
- 7.4 In the event a decision of the trustees is made without following the process in this clause 7, the decision shall be void and any loss suffered by the Trust shall be repayable by the trustees upon demand made by the trustees.

## **8 Liquidation (dissolution or winding up) of trust**

If, for any reason whatsoever, the Trust created by this deed shall be liquidated, wound up, or shall otherwise shall cease and determine, the trust fund, or any part thereof remaining, shall, after payment of costs of liquidation, winding up and dissolution and payment of any debts of the trust, be given or transferred to trustees for carrying out charitable purposes within New Zealand consistent with those set out in this deed. In default of this provision, then as may be determined by a Judge of the High Court of New Zealand on application by any trustee or trustees of the Trust.

IN WITNESS this deed is duly executed.

SIGNED by )  
*name of settlor* )  
as settlor )  
In the presence of )  
*Name, address and* )  
*occupation of witness* )

SIGNED by )  
*name of trustees* )  
as trustees )  
In the presence of )  
*Name, address and* )  
*occupation of witness* )

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### **Duties of Trustees**

Trustees of charitable trusts are subject to a wide range of legal duties. These duties are created both by the trust deed which governs the trust and by the general law relating to trusts found in statute and in the common law. These duties continue for any trustee until they resign, although in certain circumstances they can continue even after resignation.

The primary duties of a trustee are to:

- comply with the terms of the trust deed that created the trust;
- act honestly and loyally; and
- act in the best interests of the trust.

Additionally, all trustees have an obligation/duty to:

- know the trust deed, the trust's assets and liabilities;
- actively advance the charitable purposes of the trust (this means that the trustee must act in a way they believe will advance, and not harm, the trust's charitable purposes)
- ensure that all reporting, financial or otherwise is accurate and not misleading;
- ensure proper accounts are kept;
- exercise care, skill and prudence when carrying out duties as a trustee;
- take reasonable steps to ensure that they have the skills, knowledge and ability required to guide and monitor the management of the trust;
- exercise their powers themselves (trustees will not be able to delegate their duties to third parties unless specifically permitted to do so by the trust deed);
- treat the trust's beneficiaries impartially
- be aware of the legislation that is relevant to their organisation and ensure that legislation is complied with. This relevant legislation is the Charitable Trusts Act 1957, the Trustee Act 1957 and the Charities Act 2005.

Trustees need to be actively involved with the trust – they should not simply rubber-stamp the decisions of the other trustees or accept, without question, the recommendations of professional advisers. Although it will often be prudent to seek the opinion of professionals such as valuers, investment advisers, accountants or lawyers, the trustees will ultimately be responsible for all trust decisions. In addition to these general obligations and duties, trustees also have some specific obligations relating to the investment of trust funds.

### **Investment Obligations**

The trustees of a charitable trust are able to invest trust funds anywhere they choose. However, trustees can face personal liability for investment losses if they fail to invest trust funds prudently.

To act 'prudently' means to 'exercise the care, diligence, and skill that a prudent person of business would exercise in managing the affairs of others' (section 13B of the Trustee Act 1956).

Professional trustees who are in the business of acting as a trustee (accountants, lawyers and others who regularly act in that capacity) are required to exercise a higher degree of care, diligence and skill than other trustees. The Trustee Act 1956 sets out the issues a trustee will need to consider when exercising powers of investment. These issues are:

- the desirability of diversifying trust investments;
- the nature of existing trust investments and other trust property;
- the need to maintain the real value of the capital or income of the trust;
- the risk of capital loss or depreciation;
- the potential for capital appreciation;
- the likely income return;
- the length of the term of the proposed investment;
- the probable duration of the trust;
- the marketability of the proposed investment during, and on the determination of, the term of the proposed investment,
- the aggregate value of the trust estate:
- the effect of the proposed investment in relation to the tax liability of the trust; and
- the likelihood of inflation affecting the value of the proposed investment or other trust property.

The importance of making prudent investment decisions highlights the need for charitable trusts to have strong governance procedures in place.

### **Trust Governance**

The trustees of a charitable trust are responsible for governance of the trust. Governance involves responsibility for:

- human resource issues;
- developing strategy and policy;
- budgeting and planning;
- ensuring that the trust complies with its legal obligations; and
- monitoring and supervising the trust's management.

Trustees need to monitor, review, debate, question and listen to advice from management or external advisers and develop from that information an appropriate strategy to meet the trust's objectives. This includes an obligation for trustees to identify problem areas. The chairperson has a particularly significant role in trust governance.

The chair is responsible for:

- maintaining a positive relationship with the management staff;
- developing the culture and values of the trustees as a whole;
- maintaining the competence of the other trustees; and
- resolving any dysfunction arising amongst the trustees.

Charitable trusts should also have a policy in place to ensure that conflicts do not arise between the duties of any trustee and that trustee's personal interests. Conflict of interest policies should include:

- maintaining a register of the personal interests of trustees which could conflict with the interests of the trust (to help ensure that all such interests are disclosed at all times); and
- ensuring that if any conflict of interest does arise, the conflicted trustee is not involved with any decision relating to the relevant matter.

Well organised governance helps to ensure that the trust runs smoothly and that the trust and its trustees comply with their legal and moral obligations.

**Association /Branch/RSA Club/Affiliate Name:**

<b>Contact Name [of Trustee]:</b>	
<b>Address:</b>	
<b>Occupation:</b>	<b>IRD NO:</b>

<b>Contact Name [of Trustee]:</b>	
<b>Address:</b>	
<b>Occupation:</b>	<b>IRD NO:</b>



<b>Contact Name [of Trustee]:</b>	
<b>Address:</b>	
<b>Occupation:</b>	<b>IRD NO:</b>

<b>Contact Name [of Trustee]:</b>	
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<b>Occupation:</b>	<b>IRD NO:</b>

<b>Contact Name [of Trustee]:</b>	
<b>Address:</b>	
<b>Occupation:</b>	<b>IRD NO:</b>