



ALZHEIMERS NZ INCORPORATED CONSTITUTION

Adopted by Special Resolution at the Annual General Meeting held on 26 June 2016, and amended by Special Resolution at the Annual General Meeting held on 26 May 2018

PART 1 – STRUCTURE

1. Name

The name of the incorporated society is *Alzheimers New Zealand Incorporated*, which is abbreviated in this Constitution as “**Alzheimers NZ**”.

2. Effect of Constitution

2.1 This Constitution has no effect to the extent that it contravenes, or is inconsistent with, the Act.

2.2 Subject to the Act, this Constitution is binding, in accordance with its terms, as between –

- (a) Alzheimers NZ and each Member; and
- (b) each Member.

3. Interpretation

3.1 In this Constitution, unless the context otherwise requires:

Act means the Incorporated Societies Act 1908;

Advisor means a person appointed to the Board in an advisory capacity under clause 33.5 (*Advisors to the Board*)

Annual General Meeting means an annual general meeting of Members convened under clause 23 (*Annual General Meetings*);

Annual Report means a report on the affairs of Alzheimers NZ during the most recently-completed accounting period, progress on the plan for the current year, any matters prescribed by the Act, and on any other relevant matters;

“*Associate Member* means an organization that has been accepted for Membership in accordance with clause 17A (*Associate Membership*) if and while such Membership remains current;

Associated, and other expressions indicating the association of persons with each other, have the meanings given by section YA 1 of the Tax Act;

Auditor has the meaning given to the term “qualified auditor” by section 42D of the Charities Act;

Balance Date means 31 December, or any other date adopted by the Board by resolution as the date to which accounts are to be made in each year;

Binding Policy means a bylaw of Alzheimers NZ made under clause 56 (*Binding Policies*);

Board means the committee established under clause 30 (*Board composition and membership*) comprising at least 3 natural persons, appointed or elected under this Constitution, responsible for managing the operation and affairs of Alzheimers NZ;

Board Member means a person serving on the Board of Alzheimers NZ;

Chair means the Board Member who is elected as the chairperson of the Board under clause 34 (*Positions of members of the Board*);

Chief Executive means the senior employee of Alzheimers NZ, appointed under clause 37 (*Chief Executive*);

Constitution means this constitution, as it may be altered from time to time in accordance with its terms and with the Act;

Contact Officer means the person who has been elected or appointed, in accordance with this Constitution and the Act, as the main point of contact for the Registrar;

Charities Act means the Charities Act 2005;

Delegate means a Member's chair or president, or other member of the Member's governing body, appointed by the Member to represent the Member at General Meetings of Alzheimers NZ;

Financial Year means any year or other accounting period ending on a Balance Date;

General Meeting means either an Annual General Meeting or a Special General Meeting;

Intellectual Property means all rights and/or goodwill in any copyright works, business names, names, trademarks (or signs), logos, designs, patents, or service marks, developed and/or used by Alzheimers NZ or relating to any event promoted or administered by Alzheimers NZ;

Interest and *Interested* have the meanings given by clause 10 of schedule 1 (*Duty to disclose conflicts of interest*);

Interests Register means the register of disclosures required to be kept under clause 9 of schedule 1 (*Interests Register*);

Interim Vacancy has the meaning given by clause 32 (*Interim Vacancy*);

Life Member means an individual or organisation that has been elected as an honorary life member of Alzheimers NZ in accordance with clause 18 (*Life Members*);

Matter has the meaning given by clause 10 of schedule 1 (*Duty to disclose conflicts of interest*);

Member means a member of Alzheimers NZ as specified in Part 3 (*Membership*), and *Membership* has a corresponding meaning;

Membership Fee means an annual membership fee, a levy and/or any other amount payable by a Member to Alzheimers NZ as specified in clause 16 (*Membership Fees*), and for the purposes of clause 17, includes a membership fee determined for an Associate Member under clause 17B(e);

Membership Form means the prescribed Alzheimers NZ application for Membership form (if any), or any other form that Alzheimers NZ agrees is suitable for setting out the information sought from applicants for Membership of Alzheimers NZ and the format in which it should be supplied;

Officer means a Board Member, and any other person deemed by law to be an officer of Alzheimers NZ;

Ordinary Resolution means a resolution passed by a simple majority of the votes properly cast by those Members present and entitled to vote at the General Meeting at which the vote is occurring;

Proxy has the meaning given by clause 29.2 (*Proxies*);

Purposes of Alzheimers NZ means the purposes of Alzheimers NZ as set out in clause 7 (*Purposes*);

Register of Members means the register of Members described in clause 19 (*Register of Members*);

Registrar means the Registrar of Incorporated Societies, as defined in section 3 of the Act;

Related Person has the meaning given in clause 44 (*No private pecuniary profit*);

Special General Meeting means a special general meeting of Members convened pursuant to clause 24 (*Special General Meetings*);

Special Resolution means a resolution passed by at least 2/3 of the votes properly cast by those Members present and entitled to vote at the General Meeting at which the vote is occurring;

Tax Act means the Income Tax Act 2007;

Vice-Chair means the Board Member who is elected as the first Vice-Chair and/or the Board Member who is elected as the second Vice-Chair under clause 34 (*Positions of members of the Board*);

- 3.2 Subject to clause 3.1, expressions that are defined in the Act (whether generally or for the purposes of one or more particular provisions) have the meanings given to them by the Act.
- 3.3 Matters of construction are addressed in clause 59 (*Construction*).

4. Registered office

The registered office of Alzheimers NZ shall be at 4/12 Cruickshank St, Kilbirnie, Wellington, New Zealand, or such other place in New Zealand as the Board may determine by resolution from time to time.

5. Powers

- 5.1 Subject to this Constitution, the Act, any other enactment and the general law, Alzheimers NZ has –
- (a) full capacity to carry on or undertake any activity, or enter into any transaction; and
 - (b) for the purposes of paragraph (a), full rights, powers and privileges.
- 5.2 Notwithstanding clause 5.1, Alzheimers NZ may not:
- (a) enter into long term (that is, 5 years or more) financial commitments, such as the purchase of real estate, or entry into a lease agreement; or
 - (b) borrow money in circumstances where total borrowing would exceed 10% of the previous year's gross income,
- unless approval to do so has first been granted by Special Resolution.

6. Charitable registration

Alzheimers NZ may seek registration as a charitable entity under the Charities Act. If and while so registered Alzheimers NZ and all its Officers will comply with the requirements of the Charities Act.

PART 2 – PURPOSES

7. Purposes

- 7.1 **Holding and application of assets, income etc for charitable purposes:** the assets, income and any benefit or advantage obtained by Alzheimers NZ shall be held and applied solely for charitable purposes, and not for the private pecuniary profit of any individual. Without limiting the generality of the foregoing, Alzheimers NZ may act in furtherance of the following purposes, to the extent to which they are charitable according to the law of New Zealand.

7.2 **Charitable Purpose:** the charitable purpose of Alzheimers NZ is to pursue a dementia-friendly New Zealand, including by:

- (a) raising community awareness about dementia;
- (b) educating and informing the public, the medical professions, government and its agencies, and related health and non-government organisations regarding the nature of dementia, and the needs of people living with and affected by dementia;
- (c) collecting, developing and disseminating information and resources;
- (d) promoting the education and training of relevant personnel;
- (e) developing and providing products and/or services that support people living with and affected by dementia;
- (f) stimulating and promoting research about prevention, treatment, cure, and support for and care of people living with and affected by dementia;
- (g) promoting dissemination of research findings;
- (h) empowering people living with and affected by dementia to have a strong and effective voice;
- (i) promoting high quality services, better education and training in the wider dementia sector, and improved treatment, quality of life and wellbeing of people living with and affected by dementia; and
- (j) providing input into and promoting changes to policies, programmes and services relating to dementia and the needs of people living with and affected by dementia, including funding, structures and other system-level issues.

7.3 **Severance of any non-charitable purpose:** all purposes are strictly charitable according to New Zealand law, and any purposes that do not qualify as charitable shall be deemed to have been deleted from this Constitution.

7.4 **Limitation to New Zealand:** except as otherwise expressly provided in this Constitution, Alzheimers NZ is limited in furthering or attaining its purposes to the advancement of charitable purposes in New Zealand.

8. Guiding principles

8.1 **Guiding principles:** Alzheimers NZ will operate consistently with the following guiding principles:

- (a) **people at the centre:** people with dementia, their family/whānau and friends, are our primary focus;
- (b) **inclusiveness:** we recognise and respond positively to cultural and other differences within our communities by incorporating and reflecting diversity in the services we provide and how we operate;
- (c) **integrity:** we work to the highest standards of quality, expertise and professionalism to attain the optimum levels of performance and outcome;
- (d) **respect and fairness:** we engage with clients, the public, other stakeholders and Members with respect, fairness and transparency;
- (e) **continuous improvement:** we base our activities on reliable information about dementia, including information about clients and the services we provide, and we keep the design of our activities under review so that we continue to meet changing needs;

- (f) **collaboration:** we work collaboratively with and engage our Members, stakeholders and the wider dementia community to achieve and maintain a standard of excellence that is in the best interests of all those living with and affected by dementia; and
 - (g) **good faith:** we work together with Members in a fair and open manner in fulfilling our respective roles, engaging with each other with honesty, respect, fairness, transparency and integrity in pursuing our shared vision and mission, respecting and actively supporting each other's roles and accountabilities, including where we have differing views and preferences.
- 8.2 **Support for Members:** the role of Members is to provide services directly to people with dementia and their family/whanau within the communities in each Member's respective geographic areas. In fulfilling its Charitable Purpose, Alzheimers NZ shall support Members in providing those services, through both services that it provides directly to or on behalf of Members and through national-level services. In so doing, Alzheimers NZ may work together with a Member, but it is not intended that Alzheimers NZ will operate in competition with Members.
- 8.3 This Constitution must be interpreted in light of these guiding principles.

9. Means of furthering charitable purposes

Means of furthering charitable purposes: in furtherance of its charitable purposes, and without limiting any of its powers under this Constitution or generally, Alzheimers NZ may:

- (a) raise funds and seek volunteer support as needed;
- (b) provide leadership, and practical support and assistance to Members;
- (c) facilitate and encourage cooperation, collaboration and mutual assistance between Alzheimers NZ and Members, and amongst Members;
- (d) provide information and advice regarding policies, programmes and services that impact people living with and affected by dementia, including collating, analysing and disseminating relevant data and information;
- (e) collaborate with other like-minded organisations;
- (f) become a member of or affiliated to any other organisation, whether in New Zealand or overseas, with similar or related purposes to those of Alzheimers NZ;
- (g) represent Members internationally, including as a member of Alzheimers Disease International;
- (h) invest Alzheimers NZ's funds in any type of investment that conforms with the principles of a prudent trustee investment under New Zealand law;
- (i) undertake such other lawful activities as may from time to time seem to Alzheimers NZ to be necessary or desirable.

PART 3 – MEMBERSHIP

10. Applications for Membership

- 10.1 **Criteria:** any incorporated entity, with charitable purposes that are aligned to the Purposes of Alzheimers NZ and that is committed to meeting the standards, policies and requirements of Membership, may apply to the Board to become a member of Alzheimers NZ.

- 10.2 When applying for membership, the applicant must expressly consent to become a member and must supply a copy of their constituting document, and such further information as may be required by the Board, in the format specified by the Board.
- 10.3 In considering the application, the Board:
- (a) may interview representatives of the applicant; and
 - (b) shall consult with, and take into account the views of, existing Members.
- 10.4 The Board has absolute discretion as to whether or not to admit the applicant to Membership.
- 10.5 The Board must advise the applicant of its decision, and may provide reasons for that decision, at its discretion.
- 10.6 Upon the applicant becoming a Member, the Board shall update the Register of Members.

11. Obligations of Membership

In addition to any specific rights and obligations set out in this Constitution and the Act, and subject to clause 17B, all Members acknowledge and agree that:

- (a) this Constitution, and any Binding Policies, constitute a contract between each of them and Alzheimers NZ, and they are bound by this Constitution and any Binding Policies;
- (b) they shall comply with and observe the Constitution, any Binding Policies, and any resolution that may be made or passed at a General Meeting;
- (c) they shall promote and support the Purposes of Alzheimers NZ;
- (d) they shall satisfy and maintain the criteria in clause 10.1 (*Criteria*);
- (e) they shall pay any membership fees, levies or other charges as determined in accordance with clause 16 (*Membership Fees*);
- (f) they shall provide an annual Membership return to the Board in accordance with clause 15 (*Membership return*), and such other information as reasonably requested from time to time by the Board;
- (g) they shall have, at all times, a constituting document that is not inconsistent with this Constitution, as determined by the Board;
- (h) they shall consult with the Board regarding any proposed changes to their constituting document;
- (i) they shall, in consultation and collaboration with Alzheimers NZ and Members, do all that is reasonably necessary to enable their purposes and the Purposes of Alzheimers NZ to be achieved;
- (j) they shall act in good faith and with loyalty to Alzheimers NZ, in upholding the Purposes and the maintenance and enhancement of Alzheimers NZ and its reputation; and
- (k) they shall operate with, and promote, mutual trust and confidence between Alzheimers NZ and Members, and amongst Members.

12. Member entitlements

12.1 Members are entitled to:

- (a) the support of Alzheimers NZ in fulfilling their charitable purpose by providing direct services to people with dementia, their family/whanau and friends within their geographic areas, and in maintaining and growing so that they can become and remain

strong, independent Members owning their own assets and controlling their own direction;

- (b) hold themselves out as being a member of Alzheimers NZ, including through using Intellectual Property;
- (c) use the word “Alzheimers” in their name;
- (d) attend, speak and vote at General Meetings, acting through a Delegate, in accordance with Part 4 (*General Meetings*), subject to any provision of this Constitution that affects voting rights in any particular case;
- (e) appoint a Proxy for voting in accordance with clause 29.2 (*Proxies*); and
- (f) receive all general Alzheimers NZ communications.

12.2 Membership of Alzheimers NZ does not confer upon any Member any right, title or interest, either legal or equitable, in the property of Alzheimers NZ.

13. Merger

Any Member that wishes to merge or otherwise amalgamate with another Member shall notify and consult with the Board prior to such merger or amalgamation.

14. Member constituting document

Each Member shall ensure that the Board has at all times an up-to-date copy of its constituting document, including any amendments. The Board may at any time indicate to a Member that its constituting document, or any clause within it, is inconsistent with this Constitution or any Binding Policies.

15. Membership return

15.1 Each Member shall, within one calendar month following their respective annual general meeting each year, forward to the Board an annual Membership return in the form prescribed by Binding Policy.

15.2 The Membership return:

- (a) shall be confidential to the Board and other Members unless consent to disclosure of some or all of the information outside Alzheimers NZ, including to other Members, is specifically granted in writing by that Member;
- (b) wherever appropriate will seek aggregated data that therefore protects the privacy of Members’ clients; and
- (c) is to be used by the Board solely for the purposes set out in the Binding Policy.

15.3 **Consequences of non-filing:** any Member failing to provide its annual Membership return by the due date shall (without being released from the obligation to file a specific return) not be entitled to vote at the next General Meeting, or any subsequent General Meetings until all returns are filed. In considering the circumstances leading to a Member not filing a Membership Return, the Board or the General Meeting may allow the Member to vote at the next General Meeting.

16. Membership Fees

16.1 **Membership fees and levies:** the parameters and methodologies for determining the amounts payable, in total and by each Member, in respect of annual Membership fees and levies shall be determined by Alzheimers NZ as a Binding Policy.

- 16.2 **Membership fees:** the Board will determine the amount of the annual membership fee for each Member (other than a Life Member) and the due date by which it is payable, consistent with the Binding Policy mentioned in clause 16.1.
- 16.3 **Transition:** the basis used by the Board for determining annual membership fees for each Member, as at the date on which this Constitution is adopted, shall continue to be applied until a relevant Binding Policy has been approved by Members.
- 16.4 **Levies:** in addition to the annual membership fee, the Board may impose a levy on all Members, other than Life Members, in any calendar year consistent with the Binding Policy mentioned in clause 16.1, and the due date by which any such levy is to be paid.
- 16.5 **Other charges:** the Board may determine any other charges or payments, in addition to those specified in clauses 16.2 and 16.4 that are payable by Members for products or services that they have agreed to purchase from Alzheimers NZ, including any penalty payment for any default in payment of any such charges or payments.
- 16.6 **Consequences of non-payment:** subject to clause 16.7 (*Instalment arrangement*), any Member failing to pay a Membership fee, levy or other charge or payment imposed under this clause 16, within 1 calendar month of the date the same was due shall be considered unfinancial and shall (without being released by the Board from the obligation of payment) not be entitled to vote at the next General Meeting, or any subsequent General Meetings, until all the arrears are paid. In considering the circumstances leading to the Member not making such payment, the Board may, at its discretion, enter into a new or revised written agreement with that Member for payment of that amount, by instalment, consistent with clause 16.7 (*Instalment arrangement*).
- 16.7 **Instalment arrangement:** a Member may enter into a written agreement with the Board under which Membership fees, levies or other payments payable by that Member may be paid by instalments. In such a case, and provided the Member is up to date with payments in terms of that agreement, the Member shall be considered financial and entitled to vote at the next General Meeting.

17. Member liability

- 17.1 A Member is not liable for an obligation of Alzheimers NZ by reason only of being a Member.
- 17.2 Subject to clause 17.3, the liability of a Member to Alzheimers NZ is limited to the amount of any unpaid Membership Fee (as defined in clause 3.1).
- 17.3 Nothing in this clause 17 affects the liability of a Member to Alzheimers NZ under a contract, or for any tort, or breach of a fiduciary duty, or other actionable wrong committed by the Member.

OTHER MEMBERSHIP CATEGORIES

17A. Associate Members

- 17A.1 Any incorporated entity which does not meet the criteria set out in clause 10.1 (*Applications for Membership*) to become a full Member, but which agrees to:
- (a) act in good faith and with loyalty to Alzheimers NZ in promoting and supporting the Purposes of Alzheimers NZ; and
 - (b) do nothing that is harmful to Alzheimers NZ's reputation or credibility,
- may apply to the Board to become an Associate Member of Alzheimers NZ.

17A.2 When applying for Associate Membership, the applicant must expressly consent to become an Associate Member and must supply such further information as may be required by the Board, in the format specified by the Board.

17A.3 In considering the application, the Board:

- (a) may interview representatives of the applicant; and
- (b) shall consult with, and take into account the views of, existing Members.

17A.4 The Board has absolute discretion as to whether or not to admit the applicant to Associate Membership.

17A.5 The Board must advise the applicant of its decision, and may provide reasons for that decision at its discretion.

17A.6 Upon the applicant becoming a Member, the Board shall update the Register of Members.

17B. Obligations of Associate Membership

In addition to any specific rights and obligations set out in this Constitution and the Act, all Associate Members acknowledge and agree that:

- (j) this Constitution constitutes a contract between each of them and Alzheimers NZ, and they are bound by this Constitution;
- (ii) they shall comply with and observe the Constitution;
- (iii) they shall promote and support the Purposes of Alzheimers NZ;
- (iv) they shall satisfy and maintain the criteria in clause 17A.1 (*Criteria*);
- (v) they shall pay any membership fees as determined from time to time by the Board;
- (vi) they shall act in good faith and with loyalty to Alzheimers NZ, its Purposes and its Members.

17C. Associate Member entitlements

Associate Members are entitled to:

- (a) hold themselves out as being a member of Alzheimers NZ, including through using Intellectual Property;
- (b) at that organisation's own expense, attend and speak at General Meetings, provided that an Associate Member shall not, in that capacity, be entitled to vote, nor be counted for the purposes of establishing a quorum, at any such meeting;
- (c) receive all general Alzheimers NZ communications; and
- (d) participate by invitation in committees of Alzheimers NZ under clause 33.6 (*Committees*).

17D. Termination of Associate Membership

The Board may terminate an Associate Member's Membership of Alzheimer's NZ, by giving written notice of such termination to the Associate Member concerned, if after a disputes process under Part 7 has been undertaken, the Board considers that the requirements of clause 17A.1 (*Criteria*) have not been met and that termination is appropriate.

18. Life Members

- 18.1 Alzheimers NZ may grant honorary Life Membership to any individual or organisation that has given special or outstanding service to Alzheimers NZ, or carried out special or outstanding work in fields related to its Purposes.
- 18.2 A Life Member is not required to complete an application form, or to pay any annual membership fee or levy, but is required to expressly consent to becoming a Life Member and to acknowledge and agree to:
- (a) act in good faith and with loyalty to Alzheimers NZ, in promoting and supporting the Purposes of Alzheimers NZ; and
 - (b) do nothing that is harmful to Alzheimers NZ's reputation or credibility.
- 18.3 A Life Member is entitled, at that person's own expense, to attend all General Meetings and to speak, but shall not, in that capacity, be entitled to vote, nor be counted for the purposes of establishing a quorum, at any such meeting.
- 18.4 **Termination of Life Membership:** the Board may terminate a Life Member's Life Membership of Alzheimer's NZ, by giving written notice of such termination to the Member concerned, if after a disputes process under Part 7 has been undertaken, the Board considers that the requirements of clause 18.2 have not been met and that termination is appropriate.

19. Register of Members

- 19.1 **Register:** the Board must maintain a Register of Members, including Life Members, recording:
- (a) each Member's:
 - (i) name;
 - (ii) geographical area served;
 - (iii) postal address;
 - (iv) email address;
 - (v) telephone number; and
 - (vi) any other required details; and
 - (b) the date on which the Member's Membership commenced.
- 19.2 **Changes:** if any of a Member's details changes, then the Member must give written notice of the change(s) to the Board as soon as reasonably practicable after the change occurring. The Board must then update the Register of Members as soon as practicable.

20. Access to the Register of Members

- 20.1 **Access by Officers:** an Officer of Alzheimers NZ may access the Register of Members, if access is necessary for the performance of the Officer's functions, or the exercise of the Officer's powers.
- 20.2 **Access by Members:** a Member may make a request to the Board for access to the Register of Members, and the Board will provide access, to the extent legally allowed, within a reasonable time after receiving the request.

21. Access to other information by Members

- 21.1 A Member may at any time make a written request to Alzheimers NZ for information held by Alzheimers NZ.

- 21.2 The request must specify the information sought in sufficient detail to enable it to be identified.
- 21.3 If the request relates to the minutes of the most recent Annual General Meeting, the financial statements of Alzheimers NZ that were presented at the most recent Annual General Meeting or the draft minutes of that meeting, Alzheimers NZ must, within a reasonable period after receiving the request and without charge, provide the requested information to the Member.
- 21.4 If the information requested relates to another Member and that Member has not already consented, either directly or indirectly, to that information being made available to other Members, Alzheimers NZ will refer the request for information to the other Member.
- 21.5 If the request relates to any other information, Alzheimers NZ must, within a reasonable time after receiving a request, –
- (a) provide the information; or
 - (b) agree to provide the information within a specified period; or
 - (c) agree to provide the information within a specified period if the Member pays a reasonable charge to Alzheimers NZ (which must be specified and explained) to meet the cost of providing the information; or
 - (d) refuse to provide the information, specifying the reasons for the refusal.

22. Resignation and termination of Membership

- 22.1 **Resignation of Membership:** A Member may cease to be a Member by giving 3 months' written notice to the Board. The resignation will take effect from the end of the 3-month notice period, but the resignation shall not release the Member from any monetary or other obligation to Alzheimers NZ incurred during its Membership. Once resignation has taken effect, clause 22.8 (*Consequences of termination of Membership*) applies.
- 22.2 **Default by a Member:** subject to Part 7 (*Disputes*), a Member that has ceased to be entitled to vote under clause 16.6 (*Consequences of non-payment*) for default in payment of any Membership Fee or clause 15.3 (*Consequences of non-filing*) for failing to provide the annual Membership return by the due date is liable to have their Membership terminated if such arrears remain unpaid, or such return remains outstanding, 6 months after the date the Membership Fee or return became due, or such later date as the Board may determine. Before such termination can occur, the Board must give the Member written notice specifying the outstanding moneys owed, or return(s) due, and demanding payment or that the return be provided by a due date, being a date not less than 7 days from the date of the demand. If payment or the return, as the case may be, is not received by the said due date, the Board may terminate the Member's Membership by giving written notice of such termination to the Member concerned.
- 22.3 **Termination:** subject to clause 18.4 (*Termination of Life Membership*), and clause 17D (*Termination of Associate Membership*), the Board may terminate a Member's Membership, by giving written notice of such termination to the Member concerned, if:
- (a) payment of any Membership Fee is not received by the due date specified in written notice under clause 22.2 (*Default by a Member*); or
 - (b) more than one consecutive Membership return is not received by the dates specified in written notices under clause 22.2 (*Default by a Member*); or
 - (c) after a grievance or complaints procedure under Part 7 (*Disputes*) has been undertaken, including and not limited to consideration of matters suggesting that a Member is

consistently failing to meet the obligations of membership, the Board considers that termination is appropriate.

- 22.4 **Effective date of Termination:** the termination actioned under clause 22.3 (*Termination*) takes immediate effect.
- 22.5 **Appeal to a Special General Meeting:** any Member whose Membership is terminated under clause 22.2 or 22.3 may appeal the decision to a Special General Meeting called for that purpose under clause 24.3 (*Special General Meetings*). The appeal shall be upheld if a Special Resolution is passed in favour of such appeal.
- 22.6 **Automatic cessation of Membership:** a Member automatically ceases to be a Member of Alzheimers NZ if the Member is wound up or otherwise ceases to exist.
- 22.7 **Reinstatement:** Membership that has been terminated under this Constitution may be reinstated, following reapplication in accordance with clause 10 (*Applications for Membership*).
- 22.8 **Consequences of termination of Membership:** Where any Member ceases, for whatever reason, to be a member of Alzheimers NZ:
- (a) the Board shall amend the Register of Members accordingly; and
 - (b) the former Member shall cease to hold itself out as having any continued relationship with Alzheimers NZ or Alzheimers Disease International, and shall cease to use any Intellectual Property, and any material linking it in any way to either body. For the avoidance of doubt, a former Member may not use the word “Alzheimers” in their name if, and while, they are not a member of Alzheimers NZ, and must, as soon as reasonably practicable, and within three months following termination of Membership, formally change their name to remove the word “Alzheimers”.

PART 4 – GENERAL MEETINGS

23. Annual General Meetings

- 23.1 An Annual General Meeting of Alzheimers NZ must be held no later than 6 months after Balance Date, and no later than 15 months after the previous Annual General Meeting.
- 23.2 The Board must determine when the Annual General Meeting will be held.
- 23.3 The Board must take minutes of the Annual General Meeting.
- 23.4 The business of the Annual General Meeting must include:
- (a) receiving the minutes of the previous Annual General Meeting, and any Special General Meeting held since the previous Annual General Meeting;
 - (b) the presentation of:
 - (i) the Annual Report on the affairs of Alzheimers NZ during the most recently-completed accounting period;
 - (ii) the financial statements of Alzheimers NZ for the most recently-completed accounting period, including the report of any Auditor appointed under clause 46.1 (*Audit*);
 - (iii) a summary of any disclosures or the types of disclosures made by Board Members of an Interest in matters being considered by or affecting Alzheimers NZ, recorded since the previous Annual General Meeting; and

- (iv) a summary of the circumstances in which any Member has failed to provide its annual Membership Return, required under clause 15 (*Membership Return*), or is considered unfinancial under clause 16 (*Membership Fees*);
- (c) election of Board Members;
- (d) motions to be considered; and
- (e) any general business.

24. Special General Meetings

- 24.1 The Board may call a Special General Meeting at any time.
- 24.2 The Board must call a Special General Meeting if 2 Board Members request it.
- 24.3 The Board must call a Special General Meeting if the Board receives a written request from any Member under clause 22.5 (*Appeal to a Special General Meeting*).
- 24.4 The Board must call a Special General Meeting if the Board receives a written request (which must state the purpose for which the Special General Meeting is requested, including any proposed motion(s)) signed by at least 3 Members.
- 24.5 Special General Meetings shall be convened within 45 days of receipt of a valid request.

25. Meetings generally

- 25.1 Each Member may be represented at a General Meeting by a Delegate.
- 25.2 The quorum for a General Meeting is a majority of Members entitled to vote who are represented at the meeting by a Delegate (not including Proxies).
- 25.3 No business may be conducted at a General Meeting unless a quorum is present.
- 25.4 A General Meeting may be held by a number of Delegates constituting a quorum:
 - (a) meeting together at the appointed time and place; or
 - (b) participating in the meeting by means of audio, audio and visual, or electronic communication; or
 - (c) by a combination of both of the methods described in paragraphs (a) and (b).
- 25.5 Subject to this Constitution, including clause 23.2 (*Annual General Meetings*) and clause 24 (*Special General Meetings*), the Chair must determine when and how a General Meeting will be held.
- 25.6 Any Board Member, and any member of a Member that is financial and eligible to vote at meetings of the Member, may attend and take part in discussions at a General Meeting, but shall not have any right to vote in that capacity.
- 25.7 If the Chair is present at a General Meeting, the meeting will be chaired by the Chair. If the Chair is absent but a Vice-Chair is present, the meeting will be chaired by either Vice-Chair. If both the Chair and the Vice-Chairs are absent, another Board Member will be elected by the meeting to chair the meeting. If all Board Members are absent, a Delegate will be elected by the meeting to chair the meeting.
- 25.8 **Written resolutions:** a written resolution signed by all Members then entitled to receive notice of a General Meeting is as valid and effective as if it had been passed at a General Meeting duly convened and held. Such a resolution may consist of several duplicated documents, each signed by one or more Members, and may be provided by electronic

communication through which each Member expressly refers to the resolution and contains their specific position on the resolution.

26. Motions

- 26.1 Any proposed motions and other items of business that Members and/or the Board wish to be considered at a General Meeting must be received by the Board in writing not less than 60 days before the date set for the meeting, or such later date as may be notified to Members by the Board.
- 26.2 A proposed motion to amend the Constitution or to make or amend a Binding Policy must be accompanied by the text of the proposed amendment or the proposed Binding Policy, and a written explanation of the reasons for the proposal.
- 26.3 The Board may provide a recommendation on any motions and other items of business put forward by a Member for consideration at a General Meeting.

27. Notice of General Meetings

- 27.1 The Board shall provide written notice of a General Meeting to all Members at least 35 days prior to the date of the meeting.
- 27.2 The notice of meeting must:
 - (a) notify all Members of the business to be conducted at the meeting;
 - (b) provide notice of any motions to be considered at the meeting, together with:
 - (i) any information provided by the Board or a Member in support of a motion; and
 - (ii) the Board's recommendation about any motions; and
 - (c) provide a list of any nominees for election to the Board and the background information about them that has been provided.
- 27.3 For an Annual General Meeting, the notice of meeting must also be accompanied by:
 - (a) a copy of the Annual Report; and
 - (b) the financial statements of Alzheimers NZ for the most recently-completed accounting period, including the report of any Auditor appointed under clause 46.1 (*Audit*).
- 27.4 Alzheimers NZ may, by Ordinary Resolution, agree to deal with any business or proposed resolution at any General Meeting irrespective of whether prior notice of the same has been given, provided that a motion to amend the Constitution, or to make or amend a Binding Policy, may not be considered at a General Meeting unless prior written notice of the proposed motion has been given to all Members in accordance with clause 27.2 (*Notice of General Meetings*).
- 27.5 All written notices shall be deemed to have been properly sent if forwarded by ordinary or electronic mail to the address appearing in the Register of Members. If the Board has in good faith made reasonable efforts to send written notice to all Members, the General Meeting and its business shall not be invalidated simply because one or more Members do not receive the notice.

28. Decisions at General Meetings

- 28.1 All questions before the General Meeting shall, if possible, be decided by consensus.
- 28.2 In the event that a consensus cannot be reached, and except where this Constitution otherwise provides, the question shall be put as a motion to be decided. A resolution on that

motion will be validly made if it is passed by an Ordinary Resolution, unless this Constitution requires a Special Resolution in any particular case, in which case it will only be validly made if it is passed by a Special Resolution.

29. Voting at General Meetings

- 29.1 Voting at General Meetings shall be conducted on the basis of one vote per Member, with voting on behalf of each Member being conducted by its Delegate or a Proxy, and with the person chairing the General Meeting having a casting vote, even if they do not have a deliberative vote.
- 29.2 **Proxies:** if a Member who is entitled to vote is unable to be represented by a Delegate at any particular General Meeting, the Member may appoint a Proxy to act as their Delegate for the meeting, provided that, with the exception of emergency situations, the Member has first notified the Board in writing of the name and contact details of the Proxy at least 7 days prior to the meeting.
- 29.3 The General Meeting may accept Proxies notified to the Board consistent with the requirements of clause 29.2 (*Proxies*) up to the commencement of a General Meeting.
- 29.4 Voting at General Meetings shall be:
- (a) on voices; or
 - (b) if any Delegate so requires, by show of hands; or
 - (c) if any Delegate so requires, in writing by ballot. The General Meeting may decide to appoint scrutineers, with one scrutineer to be selected from those people present at the meeting, and one to be either the Chief Executive or a Board Member.

PART 5 – GOVERNANCE

30. Board composition and membership

- 30.1 **Number of Board members:** Alzheimers NZ must have a Board that shall comprise at least 6 and no more than 10 members, of which:
- (a) 6 Board Members must be elected at an Annual General Meeting under clause 31 (*Election of Board Members*) or, in the case of an Interim Vacancy, may be appointed by the Board under Clause 32 (*Interim Vacancy*); and
 - (b) the Board may, by resolution, appoint up to 4 additional people with relevant skills or expertise, or other characteristics sought by the Board, for such term as may be agreed, provided that that term shall not exceed the term for an elected Board Member under clause 31.5 (*Term of office*).
- 30.2 **Representation:** in nominating, electing and appointing Board Members, consideration shall be given to the inclusion of people with dementia.
- 30.3 **Composition of the Board:** in nominating, electing and appointing Board Members, consideration shall also be given to reflecting the diversity of New Zealand's communities, as well as the requirement for governance skills and knowledge.
- 30.4 **Transition:** the persons holding office as Board Members of Alzheimers NZ on the date of adoption of this Constitution continue in office and are deemed to have been elected or appointed, as the case may be, as Board Members pursuant to this Constitution. At its first board meeting after this Constitution is adopted, the Board will determine terms for each Board Member, such that the terms of two elected Board Members will expire at each of the next three Annual General Meetings.

- 30.5 **Qualification for membership of Board:** subject to clause 30.6 (*Disqualification for membership of Board*), any natural person can be a Board Member.
- 30.6 **Disqualification for membership of Board:** the following persons are not eligible for election, appointment, or to remain in office, as a Board Member:
- (a) a staff member employed by Alzheimers NZ or a Member;
 - (b) a person who is under the age of 18 years;
 - (c) a person who is an undischarged bankrupt;
 - (d) a person who is disqualified from being an officer of an incorporated society under the Act; or
 - (e) a person who is disqualified from being an officer of a charitable entity under the Charities Act.

31. Election of Board Members

- 31.1 Candidates for election to the Board under clause 30.1(a) (*Number of Board Members*) must be nominated by a Member.
- 31.2 Nominations must be called for by the Board, or by the Chief Executive on behalf of the Board, at least 75 days before an Annual General Meeting.
- 31.3 In response, a Member nominating a candidate for election to the Board must provide to the Chief Executive, at least 45 days before the General Meeting at which nominations will be considered, a written nomination, signed by an officer of the nominating Member and with the signed consent of the nominee, together with any accompanying background information.
- 31.4 Voting for Board Members shall be conducted on the basis that the nominee(s) with the greatest number of votes will be elected to the vacancy (or vacancies). Notwithstanding any other provision in this Constitution, each Member shall have one vote per vacancy, and voting shall be by Delegates by written ballot.
- 31.5 **Term of office:** subject to clause 32 (*Interim Vacancy*), the term of office for all elected Board Members shall be 3 years, commencing at the conclusion of the General Meeting at which they are elected, and expiring at the conclusion of the 3rd Annual General Meeting after their election. No Board Member may serve for more than 2 consecutive terms as an elected Board Member in any 8-year period.

32. Interim Vacancy

- 32.1 An Interim Vacancy in the Board arises if:
- (a) a Board Member resigns from office, by notice in writing to the Chair, prior to the expiry of their term of office;
 - (b) a Board Member dies;
 - (c) a Board Member becomes disqualified under clause 30.6 (*Disqualification for membership of Board*);
 - (d) a Board Member is absent from 3 consecutive Board meetings, without leave of absence having first been granted by the Board;
 - (e) a position on the Board for an elected Board Member is not filled by the Members at a General Meeting;
 - (f) a Board Member is removed from office under clause 35 (*Grounds for removal from office*).

32.2 If an Interim Vacancy arises, the Board may, by resolution appoint a person to fill the vacancy until the next Annual General Meeting, at which time an election process to fill the position shall take place under clause 31 (*Election of Board Members*). Time spent in filling an Interim Vacancy does not count for the purposes of calculating the maximum period of office under clause 31.5 (*Term of office*).

33. Functions and powers of the Board

33.1 The Board's functions and powers are to provide leadership through managing, directing, or supervising the operation and affairs of Alzheimers NZ, including to:

- (a) carry out Alzheimers NZ's Purposes, using money or other assets to do that;
- (b) control Alzheimers NZ's financial affairs and statutory obligations;
- (c) subject to and consistently with this Constitution and any Binding Policies, make policies and procedures within any general framework established by a General Meeting;
- (d) set Membership Fees, as defined under clause 16 (*Membership Fees*);
- (e) employ and direct the Chief Executive in managing the operation and affairs of Alzheimers NZ, and employ any other employees as considered necessary or desirable to further the Purposes of Alzheimers NZ; and
- (f) delegate powers and duties of the Board, where necessary or desirable, and subject to any restrictions in this Constitution or Binding Policies, to an individual Board Member, a committee of the Board (under clause 33.6 (*Committees*)), or the Chief Executive.

33.2 Subject to this Constitution and the Act, the Board has all the powers necessary for managing, and for directing and supervising the management of, the operation of and the affairs of Alzheimers NZ.

33.3 **Accountability to Members:** the Board is bound by this Constitution and any Binding Policies and is accountable to Members for:

- (a) fulfilling all obligations to Members set out under this Constitution and any Binding Policies in advancing the Purposes of Alzheimers NZ;
- (b) implementing the policies of Alzheimers NZ as approved by the Board or any General Meeting;
- (c) in all instances exercising its powers for a proper purpose and in the best interests of Alzheimers NZ;
- (d) implementing the undertakings it has set out in its annual plans and budgets; and
- (e) operating in consultation and collaboration with Members and, with Members, promoting mutual trust and confidence between Members and Alzheimers NZ, and amongst Members.

33.4 Schedule 1 governs the proceedings at meetings of the Board, except where otherwise agreed by all Board Members in relation to a particular meeting.

33.5 **Advisors to the Board:** the Board may, if it considers it desirable to do so at any time, appoint up to 2 additional people to serve as Advisors to the Board for a period determined by the Board. Such Advisors may attend, but shall have no voting rights at, meetings of the Board and shall not be counted for the purpose of establishing a quorum at meetings.

33.6 **Committees:** the Board may, from time to time, appoint such committees, and may delegate to such committees such of its functions and powers, as the Board shall, in its discretion, decide.

- 33.7 The provisions of this Constitution relating to proceedings of the Board also apply to proceedings of any committee of the Board, except to the extent that the Board determines otherwise. All committee decisions shall be approved by the Board before they become effective and before they are implemented, unless the Board otherwise directs.
- 33.8 In exercising the Board's delegated powers, any Board Member, committee of the Board, or employee of Alzheimers NZ, or any other person, must comply with any policies or other requirements that the Board may impose.

34. Positions of members of the Board

- 34.1 The following positions must be held by a Board Member:
- (a) the Chair;
 - (b) the first Vice-Chair;
 - (c) the second Vice-Chair (if any); and
 - (d) unless otherwise permitted by the Act, the Contact Officer.
- 34.2 At the first Board meeting following each Annual General Meeting, the Board Members shall first elect the Chair and the first Vice-Chair. The Board shall then decide by resolution whether a second Vice-Chair position shall be filled and, if the decision is made to do so, shall then elect the second Vice-Chair. The Board shall then decide by resolution which Board Member(s) (or the Chief Executive, if permitted by the Act), being a person ordinarily resident in New Zealand, will hold the position of Contact Officer.
- 34.3 **Role of Chair:** the role of the Chair is to chair meetings of the Board and General Meetings, and to represent the Board. The Chair, or the Chair's nominee, shall have the right to attend any meeting of any Board committee, advisory or other group (including consultative groups) or forum.
- 34.4 Subject to clause 32 (*Interim Vacancy*), if the Chair, or a Vice-Chair, is unavailable for any reason, the Board shall, by resolution, appoint another Board Member to undertake the Chair's role during the period of unavailability.

35. Grounds for removal from office

The Board, or Members at a General Meeting, may remove any Board Member before the expiration of their term of office, if that Board Member is found, after a disputes resolution process (conducted in accordance with Part 7 (*Disputes*)) to have breached any of the duties in clause 36 (*Duties of Officers*).

36. Duties of Officers

The duties of each Officer of Alzheimers NZ include to:

- (a) act at all times in good faith and in what the Officer considers to be the best interests of Alzheimers NZ;
- (b) exercise the powers of the Officer for proper purposes;
- (c) not act, or agree to Alzheimers NZ acting, in a manner that contravenes the Act, the Charities Act, this Constitution or any Binding Policies;
- (d) exercise the care, diligence and skill that a reasonable person with the same responsibilities would exercise in the same circumstances;
- (e) not agree to, nor cause or allow, the activities of Alzheimers NZ to be carried on in a manner likely to create a substantial risk of serious loss to Alzheimers NZ's creditors;

- (f) not agree to Alzheimers NZ incurring any obligation unless the Officer believes at that time on reasonable grounds that Alzheimers NZ will be able to perform the obligation when it is required to do so;
- (g) disclose any conflict of interest in accordance with clause 10 of schedule 1 (*Duty to disclose conflicts of interest*);
- (h) not disclose information that the Officer would not otherwise have available but for their capacity as an Officer, to any person, or make use of or act on the information except:
 - (i) as agreed by the Board for the Purposes of Alzheimers NZ;
 - (ii) as required by law; or
 - (iii) in circumstances analogous to those specified in sections 145(2) and (3) of the Companies Act 1993 (*Use of company information*);
- (i) make reasonable efforts to attend, undertake all reasonable preparation for, and actively participate in, all Board meetings and General Meetings of Alzheimers NZ, and to actively contribute to any committees of the Board of which they are a member;
- (j) use their best efforts to consult widely with Members and others to keep abreast of the issues facing the Board, Alzheimers NZ and its Members; and
- (k) participate in any review of the Board's performance.

37. Chief Executive

- 37.1 A chief executive of Alzheimers NZ shall be employed for such term and on such conditions as the Board may determine. The Chief Executive shall be under the direction of the Board, and shall be responsible for the day to day management of Alzheimers NZ in accordance with this Constitution, any Binding Policies, policies and procedures of Alzheimers NZ, and within such authority and limitations as may be mutually agreed with the Board.
- 37.2 The Chief Executive shall attend, and may speak at, all Board meetings and all General Meetings, subject to any decision to the contrary by any meeting of either body, but shall have no voting rights.
- 37.3 Subject to this Constitution and the Act, the Board may delegate to the Chief Executive such of its functions and powers as the Board is not prohibited from delegating under the Act or under this Constitution and that the Board considers appropriate and as may be agreed between the Board and the Chief Executive.

38. Patron

The Board may, if it considers it appropriate to do so, make a recommendation to Members for consideration at a General Meeting that a person, other than a person who is, for the time being, a Board Member, be invited to accept the office of patron of Alzheimers NZ for the period of time specified by the General Meeting. A patron shall enjoy such privileges as the General Meeting may confer on them, including the entitlement to attend and speak at General Meetings, provided that a patron shall not be entitled to vote nor be counted for the purposes of establishing a quorum at any General Meeting.

39. Indemnity and insurance

- 39.1 **Indemnities:** Alzheimers NZ may, by Ordinary Resolution at a properly-convened General Meeting at which prior written notice of a proposed motion to do so has been given to all

Members in accordance with clause 27 (*Notice of General Meetings*), indemnify a Board Member, a Member or an employee of Alzheimers NZ in respect of:

- (a) liability to any person other than Alzheimers NZ for any act or omission in their capacity as a Board Member, Member or employee (not being a liability specified in clause 39.2); and
- (b) costs incurred by the Board Member, Member or employee in defending or settling any claim or proceeding relating to that liability; and
- (c) costs incurred by the Board Member, Member or employee in defending or settling any proceeding that relates to liability to any person for any act or omission in their capacity as a Board Member, Member or employee, but only if judgment is given in their favour, they are acquitted or the proceeding is discontinued.

39.2 The liability specified in this clause is –

- (a) criminal liability; or
- (b) a liability that arises out of a failure to act in good faith and in the best interests of Alzheimers NZ when acting in the capacity as a Board Member, Member or employee.

39.3 **Insurance:** Alzheimers NZ may, with the prior approval of the Board, effect insurance for a Board Member, a Member, or an employee of Alzheimers NZ in respect of:

- (a) liability (other than criminal liability) to any person for any act or omission in their capacity as a Board Member, Member or employee; or
- (b) costs incurred by the Board Member, Member or employee in defending or settling any claim or proceeding relating to that liability; or
- (c) costs incurred by the Board Member, Member or employee in defending any criminal proceedings –
 - (i) that have been brought against the Board Member, Member or employee in relation to any alleged act or omission in their capacity as a Board Member, Member or employee; and
 - (ii) in which they are acquitted.

39.4 Board Members may only vote in favour of authorising the insurance under clause 39.3 (*Insurance*) if they consider that the cost of effecting the insurance is fair to Alzheimers NZ.

39.5 The power of Alzheimers NZ to indemnify and effect insurance pursuant to this clause may not be exercised if and to the extent that to do so would prejudice the charitable status of Alzheimers NZ.

PART 6 – LEGAL AND FINANCIAL MATTERS

40. Method of contracting

Alzheimers NZ may enter into a contract or other enforceable obligation as follows:

- (a) an obligation that, if entered into by a natural person, would, by law, be required to be by deed, may be entered into on behalf of Alzheimers NZ in writing signed under the name of Alzheimers NZ by –
 - (i) 2 or more Board Members of Alzheimers NZ; or
 - (ii) one Board Member, or the Chief Executive, whose signature must be witnessed;
or

- (iii) an attorney appointed by Alzheimers NZ, by deed, either generally or in relation to the specific matter;
- (b) an obligation that, if entered into by a natural person is, by law, required to be in writing may be entered into on behalf of Alzheimers NZ in writing by a person acting under Alzheimers NZ's express or implied authority;
- (c) an obligation that, if entered into by a natural person is not, by law, required to be in writing may be entered into on behalf of Alzheimers NZ in writing or orally by a person acting under Alzheimers NZ's express or implied authority.

41. Common seal

If, and while, required by the Act, Alzheimers NZ Board shall have a common seal, which shall be kept in the custody and control of the Board, and shall be used only as directed by the Board. The common seal must not be affixed to any document unless the Board has already authorised its use on that document by resolution. When a document is to be sealed on the prior authority of the Board, the seal must be affixed to the document in the presence of 2 Board Members who must sign the document.

42. Use of name

Alzheimers NZ must clearly state its full legal name and charities registration number in –

- (a) every written communication sent by, or on behalf of, Alzheimers NZ; and
- (b) every document issued or signed by, or on behalf of, Alzheimers NZ that evidences or creates a legal obligation of Alzheimers NZ.

43. Control and management of finances

43.1 The funds of Alzheimers NZ must be used to further the charitable purposes of Alzheimers NZ:

- (a) as the Board decides; or
- (b) as Members decide by resolution passed at a General Meeting.

43.2 The Board is responsible for the receipt and banking of all monies received by Alzheimers NZ and all sums paid out by Alzheimers NZ.

43.3 Alzheimers NZ's bank account(s) shall be kept at a trading bank selected from time to time by the Board.

43.4 All money received by or on behalf of Alzheimers NZ shall be paid promptly to the credit of Alzheimers NZ's bank account.

43.5 All payments must be signed or otherwise approved by 2 Board Members or employees of Alzheimers NZ, being persons who have been authorised to do so by the Board.

43.6 All payments made by or on behalf of Alzheimers NZ must be properly authorised before payment, be properly paid once authorised, and generally the funds of Alzheimers NZ must be properly accounted for.

43.7 The Board may appoint a financial adviser for Alzheimers NZ.

44. No private pecuniary profit

44.1 ***No private pecuniary profit:*** no private pecuniary profit shall be made by any person from Alzheimers NZ, except that (but subject to clause 44.2):

- (a) payments may be made to a Board Member, or to a person Associated with a Board Member, for goods and services provided to Alzheimers NZ, provided that those goods

or services advance the charitable purposes of Alzheimers NZ and the payment is reasonable and commensurate with payments that would be made between unrelated parties;

- (b) a Board Member may be reimbursed, on production of receipts, for reasonable travelling, accommodation and other expenses properly incurred by that Officer in the course of performing duties or exercising powers as an Officer of Alzheimers NZ; and
- (c) Alzheimers NZ may, by Binding Policy, provide for Board Members to receive an honorarium for their work as Board Members.

44.2 **No influencing income, benefit or advantage:** notwithstanding anything to the contrary in this Constitution, no Related Person shall derive any income, benefit or advantage from Alzheimers NZ where they can, directly or indirectly, materially influence the payment of the income, benefit or advantage, except where that income, benefit or advantage is derived from:

- (a) professional services to Alzheimers NZ, rendered in the course of business charged at no greater than current market rates; or
- (b) interest on money lent charged at no greater rate than current market rates.

44.3 **Related Person:** the term *Related Person*, in relation to any business to which section CW 42 of the Tax Act applies, means a person specified in paragraphs (i) to (iv) of subsection 5(b) of that section, the persons currently specified being:

- (a) a settlor or trustee of the trust by which the business is carried on; or
- (b) a shareholder or director of the company by which the business is carried on; or
- (c) a settlor or trustee of a trust that is a shareholder of the company by which the business is carried on; or
- (d) a person Associated with a settlor, trustee, shareholder or director already mentioned in this definition.

45. Accounting records

45.1 The Board is responsible for ensuring:

- (a) that proper accounting records are maintained on behalf of Alzheimers NZ at all times; and
- (b) the safekeeping of all financial records of Alzheimers NZ.

45.2 The Board is responsible for ensuring that properly-prepared financial statements for the preceding Financial Year are presented to each Annual General Meeting.

46. Audit

46.1 If the financial statements of Alzheimers NZ are required by law to be audited or reviewed, or if the Board decides, or the Members by General Meeting resolve by Ordinary Resolution, that Alzheimers NZ's financial statements are to be audited or reviewed, an Auditor shall be appointed to:

- (a) hold office until the conclusion of the next Annual General Meeting; and
- (b) audit, or review, as the case may be, the financial statements of Alzheimers NZ.

46.2 The Auditor so appointed shall at all reasonable times have access to the financial records of Alzheimers NZ, and shall be entitled to any information required relating to them, or to any matter deemed necessary or desirable for audit purposes.

PART 7 – DISPUTES

All parties to a complaint or grievance shall endeavour to resolve the matter informally and in the spirit of the principles in clause 8 (*Guiding Principles*). In the event that informal discussions cannot resolve the issue, the procedures in this Part 7 shall apply.

47. Complaints about a Member or Board Member

- 47.1 Any person may make a complaint about the conduct of a Member or a Board Member.
- 47.2 A Member wishing to make a complaint about the conduct of another Member should first make reasonable efforts to resolve the issue directly with the Member concerned, either informally or through the Member's own disputes processes. Where such a dispute is not able to be resolved informally, the complaining Member must keep the Board informed of the process followed by the Member concerned for responding to the complaint and the outcome.
- 47.3 Subject to clause 47.2, complaints about the conduct of a Member or a Board Member must be made in writing, directed to the Chair, and must set out with reasonable specificity the nature of the complaint, and be accompanied by any previous correspondence relating to the complaint. Complaints made by a Member about the conduct of another Member or a Board Member must be signed on behalf of the complaining Member by the chair of the complaining Member's governing body, or by another member of the complaining Member's governing body with delegated authority to sign the complaint.
- 47.4 The Board must consider a complaint, or institute a disciplinary procedure, regarding alleged misconduct of a Member or a Board Member.
- 47.5 An oral hearing of a complaint will be held if the Board decides that for serious or complex cases, after taking into account the potential consequences for the Member or Board Member if a complaint is upheld, an oral hearing is needed to achieve an adequate process, or is otherwise desirable.
- 47.6 The Member or Board Member has a right to be heard before the complaint or procedure is resolved or any outcome is determined.
- 47.7 The Member or Board Member will be fairly advised of all allegations concerning the Member or Board Member, with sufficient details and time given to enable the Member or Board Member to prepare a response.
- 47.8 The Member or Board Member will be given a reasonable opportunity to be heard in writing, or at an oral hearing (if one is to be held).
- 47.9 The Member's or Board Member's written statement or submissions will be considered by the Board.

48. A Member's grievance against Alzheimers NZ or another Member

- 48.1 A Member may raise with the Board an allegation of damage (caused by Alzheimers NZ, or a Member) to a Member's rights or interests (as a Member) or to Members' rights and interests generally.
- 48.2 An oral hearing of the grievance will be held if the Board decides that for serious or complex cases, after taking into account the potential consequences for a Member if a grievance is upheld or not upheld, an oral hearing is needed to achieve an adequate process, or is otherwise desirable.
- 48.3 The Member will be heard before the grievance is resolved or any outcome is determined.

49. Investigating and determining complaint or grievance

- 49.1 The Board must, as soon as is reasonably practicable after receiving a complaint or grievance, investigate and determine the complaint or grievance. In conducting the investigation, the Board may consult with other parties considered relevant.
- 49.2 If a complaint concerns the conduct of a Board Member, the complainant should first make reasonable efforts to resolve the issue with the Board Member directly or through the Chair or a Vice-Chair. Where such a dispute is not able to be resolved directly, the Board must refer the complaint to independent facilitated mediation, under clause 51 (*Board may refer complaint to committee or other investigator*).
- 49.3 In the event of a complaint or a grievance against a Member, the Board will endeavour to resolve the dispute by consensus. However, in the event that consensus is not possible, the Board may refer the complaint to independent facilitated mediation under clause 51 (*Board may refer complaint to committee or other investigator*).

50. Board may decide not to investigate complaint or grievance

Despite clause 49 (*Investigating and determining complaint or grievance*), the Board may decide not to proceed with a matter further if the Board determines that –

- (a) the matter is trivial; or
- (b) the complaint or grievance does not appear to disclose:
 - (i) in the case of a complaint, any material misconduct; or
 - (ii) in the case of a grievance, any material damage to a Member's or Board Member's rights or interests; or
- (c) the complaint or grievance appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the complaint or brings the grievance has an insufficient interest in the matter; or
- (e) the conduct, incident, event, or issue has already been dealt with by or on behalf of Alzheimers NZ.

51. Board may refer complaint to committee or other investigator

- 51.1 The Board may refer a complaint or grievance, respectively, to:
- (a) a committee of the Board, or external person, to investigate and report to the Board; or
 - (b) a committee of the Board, an arbitral tribunal, or an external person to investigate and make a decision; or
 - (c) an external person to facilitate independent mediation.
- 51.2 The Board must refer a complaint or grievance to an external person to investigate and make a decision if required to do so by Ordinary Resolution of Members passed at a Special General Meeting convened for that purpose.
- 51.3 In the event that the Board refers a dispute to an external person for investigation, all parties must participate meaningfully in the investigation, and provide the investigator with all information reasonably requested. All communications must be in writing.

52. Decision-makers

A person may not act as a decision-maker in relation to a complaint or grievance if 2 or more Board Members, or a complaints committee, or the Members by resolution at a General Meeting, consider that there are reasonable grounds to believe that the person may not:

- (a) be impartial; or
- (b) be able to consider the matter without a predetermined view.

53. Decisions

Having considered all relevant information, and provided a reasonable opportunity to be heard, the decision-maker in relation to a complaint or grievance may make any decision they think fit, including:

- (a) that no further action needs to be taken;
- (b) the requirement by a Member or Board Member to take specified corrective action;
- (c) the publication of any corrective letter or statement; and/or
- (d) termination under clause 22.3 (*Termination*) or removal under clause 35 (*Grounds for removal from office*).

54. Appeals

- 54.1 Subject to clause 22.5 (*Appeal to a Special General Meeting*), a person who is aggrieved by a decision of a decision-maker under this Part may appeal the decision using the process set out in this clause.
- 54.2 A Member or Board Member wishing to make an appeal under clause 54.1 must lodge a written appeal with the Chair within 10 working days of being notified of the decision appealed against, setting out the grounds of objection.
- 54.3 The Chair will appoint an independent arbiter with appropriate legal or technical experience, who has not been involved in any aspect of the hearing, to consider the appeal. The arbiter shall receive written submissions from all relevant parties within 20 working days of being appointed, and may otherwise determine its own appeal procedure, including holding an oral hearing if the arbiter decides that an oral hearing is needed for an adequate hearing, or is otherwise desirable.
- 54.4 The arbiter shall determine whether to confirm, modify or revoke the decision appealed against. The determination of the arbiter is final, other than through court action.

PART 8 – ADMINISTRATION

55. Amendments to Constitution

- 55.1 This Constitution may only be amended by Special Resolution passed at a properly-convened General Meeting at which prior written notice has been given to all Members in accordance with clause 27 (*Notice of General Meetings*).
- 55.2 The power of amendment conferred by clause 55.1 may not be exercised to make an amendment:
 - (a) inconsistent with the charitable purposes of Alzheimers NZ; or
 - (b) that would prejudice the charitable nature of Alzheimers NZ.

56. Binding Policies

- 56.1 Alzheimers NZ may, from time to time, by Special Resolution at a General Meeting properly-convened in accordance with clause 27 (*Notice of General Meetings*), make or amend such Binding Policies as it considers desirable for the general management of Alzheimers NZ in furtherance of its charitable purposes, subject to clause 26.2 (*Motions*), and provided that the proposed Binding Policy would not be inconsistent with:
- (a) the Act; or
 - (b) this Constitution; or
 - (c) the Purposes of Alzheimers NZ; or
 - (d) any directive given to the Board by Members at a General Meeting.
- 56.2 All Binding Policies are binding on Alzheimers NZ and its Members.
- 56.3 A copy of the Binding Policies for the time being shall be available for inspection by any Member on request to the Board.
- 56.4 The making, amendment, or replacement of a Binding Policy is not an amendment of the Constitution.

57. Winding up

- 57.1 Alzheimers NZ may be voluntarily put into liquidation, or voluntarily dissolved, if:
- (a) a Special Resolution is passed, at a General Meeting properly notified and convened consistent with clause 25 (*Meetings Generally*) to dissolve Alzheimers NZ, or to appoint a liquidator, as the case may be; and
 - (b) if required by the Act, such resolution is confirmed by Ordinary Resolution at a subsequent Special General Meeting called for that purpose and held not later than 30 days after the date on which the first resolution was passed.
- 57.2 On the liquidation or dissolution, if any property remains after satisfaction of all of Alzheimers NZ's debts and liabilities, that property must, subject to any trust affecting the same, be distributed to such charitable entity or entities in New Zealand having similar charitable purposes to Alzheimers NZ as the General Meeting shall determine.

58. Matters not provided for

If any matter arises that, in the opinion of the Board, is not provided for in this Constitution, then the same may be determined by the Board in such manner as it deems fit, and every such determination shall be binding upon Members unless and until set aside by a resolution of a General Meeting.

59. Construction

In the construction of this Constitution, unless the context otherwise requires:

- (a) *charitable purpose* has the meaning given to that term in the Charities Act;
- (b) *defined terms*: words or phrases appearing in this Constitution with capitalised initial letters are defined terms and have the meanings given to them in this Constitution. If a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- (c) *legislation*: a reference to any legislation is a reference to that legislation as from time to time amended or replaced and, unless the context otherwise requires, includes any statutory instruments issued under that legislation;
- (d) *documents*: a reference to any document, including this Constitution, includes a reference to that document as amended or replaced from time to time;
- (e) *singular and plural*: the singular includes the plural and *vice versa*;
- (f) *persons*: a reference to *persons* includes bodies corporate; and a reference to a *person* includes the legal personal representatives, successors and permitted assignees of that person;
- (g) *days*: a reference to a *day* is to a calendar day unless otherwise stated;
- (h) *clauses, parts, schedules and sections*: a reference to a *clause*, a *part* or a *schedule* is to a clause, part or schedule of this Constitution, unless otherwise stated. A schedule to this Constitution forms part of this Constitution. A reference to a section is to a section of the Act unless otherwise stated; and
- (i) *headings*: headings and the contents page appear as a matter of convenience and are to be ignored in construing this Constitution.

60. Transitional matters

In adopting this Constitution, Members and the Board acknowledge that further work will be undertaken, including on 4 key issues: voting rights, membership categories, shared revenue generation, and development of the Binding Policies referred to in this Constitution. It is anticipated that resolution of any or all of these issues may require further amendments to this Constitution, and that any such amendments should be voted on at or before the 2018 Annual General Meeting.

SCHEDULE 1 – PROCEEDINGS OF THE BOARD

1. Board Meetings

- 1.1 The Board shall meet as often as the Board Members consider desirable for the efficient and proper conduct of the affairs of Alzheimers NZ, provided that it meets at least 5 times per year.
- 1.2 A meeting may be called at any time if 3 Board Members request it.
- 1.3 Except where this Constitution otherwise expressly provides, each Board Member present at a meeting of the Board is entitled to one vote.

2. Notice of meetings

- 2.1 A schedule of meetings shall be communicated by the Chair by email, or otherwise in writing, to each of the other Board Members at the start of each Alzheimers NZ year, noting the proposed date, time and place of each meeting. This schedule of meetings shall be updated as required throughout the year.
- 2.2 The schedule of meetings detailed in 2.1 of this schedule will include an indication of matters to be discussed at each meeting.
- 2.3 At least 5 days before a scheduled Board meeting, a detailed agenda and any relevant papers for consideration or decision, will be communicated by the Chair or Chief Executive Officer by email, or otherwise in writing, to each of the Board Members.
- 2.4 No notice is necessary for the resumption of an adjourned meeting. A Board Member who was not present at the meeting adjourned must however, be notified of the time and place of the reconvened meeting.
- 2.5 The Chair shall use reasonable endeavours to correctly send all notices of meetings. The failure of any Board Member to receive a notice of a meeting of the Board shall not invalidate such meeting or its proceedings.

3. Methods of holding meetings

- 3.1 A meeting of the Board may be held either by a number of Board Members who constitute a quorum:
 - (a) being assembled together at the place, date and time appointed for the meeting; or
 - (b) participating in the meeting by the use of telecommunications technology whereby all participants are contemporaneously linked by audio, or audio and visual, communication, and can simultaneously hear each other throughout the meeting, provided that all Board Members received notice of the meeting and the requirements of clause 3.2 of this schedule are met; or
 - (c) by a combination of both of the methods described in paragraphs (a) and (b).
- 3.2 In the case of a meeting conducted under clause 3.1(b) or (c) of this schedule:
 - (a) at the start of the meeting, each participant must acknowledge their presence to all the others taking part; and
 - (b) a Board Member must not disconnect their means of communication without the prior consent of the Chair.
- 3.3 A Board Member is conclusively presumed to have been present and to have formed part of the quorum at all times during a meeting unless they have previously obtained the express consent of the Chair to leave the meeting.

4. Quorum

- 4.1 A quorum for a meeting of the Board shall be more than half of the Board Members in office and eligible to vote at the time of the meeting.
- 4.2 A Board Member who is diagnosed by a registered medical practitioner as having any physical or mental incapacity that means the person is temporarily unable to fulfil the duties and responsibilities of a Board Member, shall not be treated as a Board Member for the purposes of clause 4.1 of this schedule.
- 4.3 At any meeting of the Board, no business shall be transacted unless a quorum is present.

5. Adjournment

- 5.1 If a quorum is not present within 30 minutes after the time appointed for a meeting, the meeting will be dissolved.
- 5.2 The Chair may adjourn any meeting on the adoption of a resolution for its adjournment.

6. Chair

- 6.1 The Chair, or if absent a Vice-Chair, shall preside at all meetings of the Board.
- 6.2 If the offices of Chair and Vice-Chair are vacant, or if, at a meeting of the Board, neither the Chair nor either Vice-Chair are present within 5 minutes after the time appointed for the meeting, the Board Members present may elect one of their number to chair the meeting.
- 6.3 The chair of a meeting shall have a deliberative vote and, in the event of an equality of votes, a casting vote.

7. Voting on resolutions

- 7.1 All questions before the Board shall, if possible, be decided by consensus.
- 7.2 In the event that a consensus cannot be reached, and except where this Constitution otherwise provides, the question shall be put as a motion to be decided. A resolution on that motion will be validly made if it is passed by a simple majority of votes of those present and entitled to vote at a duly-convened and conducted meeting of the Board. Subject to this schedule, the method of voting shall be decided by the Board. Different methods may be adopted for different motions. If the voting is tied, and the Chair does not use the casting vote available under clause 6.3 of this schedule, the motion shall be lost.
- 7.3 A Board Member present at a meeting of the Board is presumed to have agreed to, and to have voted in favour of, a resolution of the Board unless they expressly dissent from or vote against the resolution at the meeting.
- 7.4 A written resolution signed by all of the Board Members then entitled to receive notice of a meeting of the Board is as valid and effective as if it had been passed at a meeting of the Board duly convened and held. Such a resolution may consist of several duplicated documents, each signed by one or more of the Board Members, and may be provided by electronic communication through which each Board member expressly refers to the resolution and contains their specific position on the resolution.
- 7.5 A resolution of the Board may be rescinded or varied by the Board in the same manner as it was passed.

8. Minutes

- 8.1 The Board must take minutes of the Board meeting. The minutes will be available to any Board Member on request. The minutes shall record, for each and every meeting of the Board:
- (a) the names of those present;
 - (b) all decisions taken; and
 - (c) any other matters discussed at the meeting.
- 8.2 A minute of a Board meeting that has been signed as correct by the chair of that meeting, or by the chair of the next succeeding meeting, shall be *prima facie* evidence of the matters referred to in the minute having been approved by the Board unless they are shown to be inaccurate.
- 8.3 Decisions recorded in the minutes shall be read in conjunction with this Constitution, and are binding on all Members, consistent with clause 11(b) (*Obligations of Membership*), Board Members, employees of, and other persons connected with, Alzheimers NZ.

9. Interests Register

- 9.1 The Board must keep and maintain an Interests Register, being a register of disclosures made by Board Members under clause 10 of this schedule.
- 9.2 The Interests Register must be made available for inspection by Board Members of Alzheimers NZ.
- 9.3 The Interests Register may, subject to the requirements of the Privacy Act 1993, be made available for inspection by Members.

10. Duty to disclose conflicts of interest

- 10.1 As soon as a Board Member becomes aware of the fact that they are, or may be, in any capacity whatsoever, Interested in a Matter relating to Alzheimers NZ, they must disclose all relevant details of the nature and extent of the interest (including any monetary value of the interest if it can be quantified), to the Board.
- 10.2 For the purposes of this Constitution, a person is Interested in a Matter if the person:
- (a) may derive a financial benefit from the Matter;
 - (b) is the parent, child, spouse or partner of a person who may derive a financial benefit from the Matter; or
 - (c) may have a financial interest in a person to whom the Matter relates; or
 - (d) is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the Matter relates.
- 10.3 For the purposes of this Constitution, *Matter* means –
- (a) the performance of Alzheimers NZ's activities or the exercise of its powers; or
 - (b) an arrangement, agreement, or contract made or entered into, or proposed to be entered into, by Alzheimers NZ.
- 10.4 After considering the views of the other Board Members, the Chair may rule that the affected Board Member is not conflicted in relation to a disclosure, where no conflict in fact exists.

10.5 If the Board Member is determined to have a conflict of Interest in the Matter, all relevant details of the nature and extent of the Interest (including any monetary value of the Interest if that can be quantified) must be recorded in the Interests Register.

11. Voting by Interested Board Members

11.1 A Board Member who is determined to be Interested in a Matter under clause 10 of this schedule:

- (a) must not vote or take part in any decision of the Board relating to the Matter; and
- (b) must not sign any document relating to the entry into a transaction or the initiation of the matter; but
- (c) may take part in any discussion of the Board relating to the matter and be present at the time of the decision of the Board (unless the Board decides otherwise); and
- (d) may be counted for the purposes of determining whether there is a quorum at any meeting at which the matter is considered.

11.2 Despite clause 11.1(d) of this schedule, if 50% or more of the Board Members are prevented from voting on the Matter under clause 11.1(a), a Special General Meeting must be called to consider and determine the Matter.

12. Consequences of failing to disclose interest

The Board must notify the Members of a failure to comply with clause 10 (*Duty to disclose conflict of interest*) or clause 11 (*Voting by Interested Board Members*) of this schedule, and of any transactions affected, as soon as practicable after becoming aware of the failure.

13. Validity of proceedings

13.1 All acts done by any meeting of the Board, a committee of the Board, or by any person acting as a Board Member, notwithstanding that it is afterwards discovered that any of them were not properly appointed, or were disqualified from holding office, shall be as valid as if every such person had been duly appointed and was qualified to be a Board Member.

13.2 The Board Members may continue to act notwithstanding any vacancy in their number, but if the number of Board Members is reduced below the minimum number as stated in this Constitution, the continuing Board Member(s) may act for the purpose of increasing the number of Board Members to that minimum but for no other purpose.

14. Board may regulate other proceedings

Except as otherwise set out in this Constitution, the Board may regulate its own procedures.