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**CONSTITUTION of the**

**WELLINGTON INDIAN ASSOCIATION INCORPORATED**

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**The Wellington Indian Association Incorporated is a charitable organization,  
that was established on 1 March 1925 and incorporated on 11 October 1944.**

# **Constitution of the Wellington Indian Association Incorporated**

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# **Constitution of the Wellington Indian Association Incorporated**

## **Name**

The name of the society is Wellington Indian Association Incorporated (in these Rules referred to as the 'Association'), or simply named Wellington Indian Association.

## **Definitions and Interpretation**

### **1. Definitions**

1.1 In these Rules, unless the context otherwise requires:

**"Act"** means the Incorporated Societies Act 1908.

**"Annual General Meeting"** means the annual general meeting of the Association, convened and conducted in accordance with these Rules.

**"Annual Subscription"** means the annual payment (plus GST if any) to be made by Members to the Association, fixed in accordance with these Rules.

**"Association"** and **"WIA"** means the Wellington Indian Association Incorporated.

**"Board"** means the Property Management Committee of the Association.

**"Business Day"** means a day on which registered banks are open for business, excluding Saturdays, Sundays and public holidays.

**"Bylaws"** means sub-rules made from time to time under these Rules by the Association in General meeting to regulate the procedures and management and affairs of the Association in accordance with Clause 17.

**"Confidential Information"** means any information written or oral, not already in the public domain, including:

- (a) Information relating to commercially sensitive negotiations in progress;
- (b) Information relating to the member, while being considered for Life Membership;
- (c) Any matters discussed "in committee";
- (d) Data governed by the Privacy Act 1993;
- (e) Any correspondence or documents received in confidence from any Member, person or organisation; and
- (f) Any employment related matters disputes and issues.

**“Donor Member”** means:

- (a) An individual person or family group who has made a minimum financial contribution of not less than \$3,000 to the Wellington Indian Association; or

For the avoidance of doubt where a family group has the status of a Donor Member only one nominated member of that particular family group that is recorded in the Association Members Roll Book can exercise the voting rights of the Donor Member at any one time in accordance with Clause 3.14.

Where there is any dispute as to who is entitled to the vote, then the family of the Donor Member needs to resolve the dispute and advise the General Secretary accordingly. During any such dispute, any vote will be ineligible to be exercised until such notification of the dispute being resolved is received by the General Secretary on the prescribed form of the notice.

- (b) The minimum amount of such contribution to be set by Donor Members at a Annual General Meeting from time to time and shall be not less than \$3,000; or
- (c) An individual person who has been assigned the interest of a Donor Member in accordance with Clause 3.14;

**“Eligibility Requirements” to be a Voting Member** means a person who is:

- (a) 18 years old or over.
- (b) An Indian or a descendant of an Indian.
- (c) A permanent resident of New Zealand resident in the Wellington Region.

**“Eligibility Requirements” to be an Officer or a Member of the Executive** means a person who is:

- (a) Eligible to be a Voting Member.
- (b) 18 years old or over.
- (c) Not convicted of a crime of dishonesty and sentenced within the last 7 years.
- (d) Not convicted of a crime, in New Zealand or anywhere worldwide, punishable by imprisonment or Home Detention of 12 months or more.
- (e) Not an un-discharged bankrupt, worldwide.
- (f) Not the subject of an order made under Part 1 of the Protection of Personal and Property Rights Act 1988.
- (g) Not prohibited from being a director or promoter of, or being concerned or taking part in the management of, an incorporated or unincorporated body under the Companies Act 1993, the Financial Markets Conduct Act 2013, or the Takeovers Act 1993

- (h) Not disqualified by the Charities Commission under section 31 (4) of the Charities Act 2005.
- (i) And meets the requirements for and would be qualified to be an officer of a charity under section 16 of the Charities Act 2005.

**“Executive”** means the Executive for the time being elected having all the powers necessary for managing, and for directing and supervising the management of, the operation and affairs of the Association under these Rules.

**“Financial Statements”** means general purpose financial statements prepared so as to give a true and fair account of:

- (a) The income and expenditure of the Association during a Financial Year.
- (b) The assets and liabilities of the Association at the end of a Financial Year.
- (c) All mortgages, charges and other securities of the Association at the end of a Financial Year.

**“Financial Year”** means the period from 1 April in each year to the next 31 March in the following year.

**“General Secretary”** means the general secretary of the Association appointed in accordance with these Rules.

**“Honorary Member”** means a person who is a Member of the Association as defined under Clause 3.8 of these Rules.

**“Indian”** means a person who is a citizen or permanent resident of New Zealand and who is descended from a person that has or had the equivalent of citizenship or permanent resident status in India, and also the spouse or partner or children of such a person.

**“Information”** includes the whole or any part of, and all copies and other means or reproduction or storage (whether in a visible, electronic or other form) of:

- (a) Any intellectual property, including (without limitation) any opinion, projection, idea, concept, process, procedure, plan, design, programme, projection, study, know-how, expertise or other such property.
- (b) Any document, data, statement, analysis, report, note, notebook, drawing, manual, letter or any other such material in any form.

**“Junior Member”** means a person, as defined under Clause 3.6 of these Rules.

**“Life Member”** means a person who is a Member of the Association as defined under Clause 3.7 of these Rules.

**“Member”** means a person who is a Member of the Association in accordance with these Rules

and “Membership” shall be construed accordingly.

“**Objects**” means the objects of the Association as set out in Clause 2.1.

“**Officer**” means a member of the Executive being the President, Vice-President, General Secretary, Treasurer and three (3) Assistant Secretaries.

“**Ordinary Member**” means a person who is a paid up Member of the Association but who is neither a Voting Member nor a Donor Member, as defined under Clause 3.3 of these Rules.

“**President**” means the president of the Association, appointed in accordance with these Rules.

“**Registrar**” means the person holding the office from time to time of Registrar of Incorporated Societies in terms of the Act.

“**Registered Office**” means the registered office of the Association from time to time, as determined in accordance with Clause 15.

“**Rules**” means the provisions of this Constitution, as from time to time amended, added to or rescinded by resolution of the Association in accordance with Clause 17.

“**Treasurer**” means the treasurer of the Association appointed in accordance with these Rules.

“**Voting Member**” means a person who is a Member of the Association, and has the right to vote as defined under Clause 3.4 of these Rules, but who is not a Donor Member

“**Wellington Region**” means the area administered by the Wellington Regional Council (also known as Greater Wellington, south of Horowhenua and excludes Wairarapa)

## **Interpretation**

### **1.2 In these Rules:**

- (a) “Written” and “in writing” means by appropriate accepted technology at the time includes any means of reproducing words, figures and symbols in a tangible and visible form, e.g. fax, email, or other acceptable technology of the time.
- (b) References made to these Rules include any amendments made to these Rules from time to time.
- (c) The singular includes the plural and vice versa, and words denoting any gender shall include all genders.
- (d) Headings are inserted for convenience only and shall be ignored in interpreting any matter.
- (e) References to clauses are to clauses in these Rules (unless stated otherwise).
- (f) All references to legislation are references to New Zealand legislation and include all subordinate legislation, any re-enactment or, amendment to, that legislation and all legislation passed in substitution for that legislation.

- (g) References to a “party”, “person” or “entity” include an individual, firm, company, corporation or unincorporated body of persons, any public, territorial or regional authority, any government, any agency of any government or of any such authority, and includes their respective successors, assigns, executors, and administrators.
- (h) References to dollar amounts shall be in New Zealand currency.

## **Objects and Powers**

### **2.0 Objects**

#### **2.1 The Objects of the Association are:**

- 2.1.1. To conserve promote and advance generally the interests and welfare and status of Indians resident in the Wellington Region.
- 2.1.2. To develop the character and the qualities of usefulness, self-respect and good citizenship in members and to improve the spiritual, mental, moral, social and physical condition of Members.
- 2.1.3. The advancement of better understanding of the Hindu Religion within New Zealand, including an understanding of its scriptures and teachings but at all times retaining respect for other religions and members of the Association are free to belong to other faiths.
- 2.1.4. To promote the integration of Indian culture with New Zealand culture. This Integration means to educate Association members of the New Zealand culture and New Zealanders of Indian culture.
- 2.1.5. To identify the needs of the young and elderly Members of the Association, and provide the means to meet their needs.
- 2.1.6. To develop and maintain a community spirit and to promote a solidarity amongst the Members of the Association, and between Members of the Association and New Zealanders generally.
- 2.1.7. To subscribe to and become a member of the New Zealand Indian Central Association Incorporated and co-operate and communicate with any other similar Indian associations and organisations to advance the Objects of the Association.
- 2.1.8. To co-operate and communicate with other Indian organisations who’s Objects are similar to those of the Association and to provide a link between the Indian Community that may advance the Objects of the Association.
- 2.1.9. To represent the Association in its interaction with the Wellington City Council, Wellington Ethnic Council, Wellington Regional Council, plus other similar entities and the New Zealand Government to advance the Objects of this Association and to support or contest legislative change and other similar measures that affect the Objects of the Association
- 2.1.10. To provide facilities for the advancement of the Objects of the Association.
- 2.1.11. To do all such things as are incidental or conducive to the attainment of the above Objects.

#### **Interpretation of Objects**

- 2.2 Each of the Objects, except where otherwise stated, shall be an independent main Object and

shall in no way be limited by reference to, or inference from, any other Object or the name of the Association.

### **Financial Gain not an Object**

- 2.3 The Association shall not have as one of its Objects the financial gain of Members.
- 2.3.1 Subject to Clause 2.3.2 no Member or associated person of a Member (as that term is defined in the Income Tax Act 2007), shall be entitled to receive any share of payment out of any subscriptions, fees, donations or other income or funds of the Association, including income that Member or associated person of the Member can influence, with the exception of the reimbursement of any reasonable expenditure incurred in the connection with the business of the Association as approved by the Executive.
- 2.3.2 Any Member may enter into any agreement or arrangement with the Association for the supply of any goods or services to the Association on an arms-length, commercial basis.

### **Powers**

- 2.4. The powers of the Association are:
- 2.5 To provide facilities for the purposes of attaining the objectives of the Association subject to a 75% majority resolution passed at a Special General Meeting or at an Annual General Meeting.
- (a) Purchase, lease or hire or otherwise gain possession of any real or personal property
- (b) Sell, exchange, in any manner dispose of any such property, or rights or privileges or legal interest in property
- 2.6 To borrow or raise money in such amounts for the purposes of attaining the objectives the Association can, subject to and on such terms as the Association thinks fit or if this power is delegated to its Executive within the terms of the delegation and subject to full reporting back to the next General Meeting of the Association in writing; and to secure the repayment of any money so borrowed by bonds, mortgages, debentures, charges and other securities charged upon any or all of the real or personal property of the Association.
- 2.7 To lend and advance money, to guarantee and give guarantees for the payment or performance of contracts or obligations and otherwise to assist any person or corporation. This power may be delegated to the Executive subject to a requirement that a full report is brought back to the Association at the first possible opportunity.
- 2.8 To invest and re-invest any moneys of the Association not immediately required for its purposes in such deposits as the Association may approve.
- 2.9 To form limited liability companies for the purpose of acquiring, holding and dealing in any real or personal property and to acquire, hold and deal in the shares of any such companies.
- 2.10 To form trust entities for the purpose of acquiring, holding and dealing in any real or personal property. The trustees of any such trust shall be appointed by Donor Members.

- 2.11 To hire and employ, whether casually or under contracts of service, such administrative, training, secretarial and other persons as may be required.
- 2.12 To enter into, do and perform all contracts, acts, matters and things in any way related to the Objects of the Association.
- 2.13 The establishment and support or aid in the establishment and support of any charitable associations or institutions and to subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association.
- 2.14 To carry on any business (whether in partnership or otherwise) whether or not carried on at the commencement date of these Rules in such manner as the Association shall think fit including power to use and apply any part of the funds and/or income as capital in any such business; In carrying on such business no payment shall be made to any person:
  - 2.14.1 Who is a settlor or a trustee of the trust by which the business is carried on; or
  - 2.14.2 Who is a shareholder or a director of the company by which the business is carried on; or
  - 2.14.3 Who is a settlor or a trustee of a trust that is a shareholder of the company by which the business is carried on; or
  - 2.14.4 Where that person and that settlor or trustee or shareholder or director are associated persons (as that term is defined in the Income Tax Act 2007).

## **Membership**

### **3. Members**

- 3.1 Any Indian person who is of Indian origin who resides in the Wellington Region will be eligible to become a Member of the Association.
- 3.2 There shall be six categories of members:
  - 1 Ordinary members
  - 2 Voting members
  - 3 Donor members
  - 4 Junior members
  - 5 Life Members
  - 6 Honorary members.
- 3.2.1 The Association may set the annual subscription for any category of member from time to time.

#### **Ordinary Members**

- 3.3 Any person over the age of 18 years may be admitted as an Ordinary Member.
  - 3.3.1. Application in writing for Ordinary Membership signed and supported by a Voting Member shall be made to the Executive which may at its discretion accept or

decline the application without being bound to assign any reason for the non-admission of any person to such Membership.

- 3.3.2. Subject to Clause 3.3.4 of these Rules, the Association may from time to time define the general and special rights and privileges of Ordinary Members and the times at which the conditions (including any fees that may be payable) under which such rights and privileges may be enjoyed and may differentiate between different groups of Ordinary Members according to their age or the activities in which they are engaged or otherwise.
- 3.3.3. Ordinary Members shall not be entitled to vote at meetings of the Association or to be Officers or members of any committee, or chair of any sub-committee.
- 3.3.4. Ordinary members may sit on sub-committees but do not have voting rights on such sub-committees.

### **Voting Members**

- 3.4. Any person subject to Clause 3.4.3 of these Rule who is of Indian origin and is over the age of 18 years and is a resident of New Zealand residing in the 'Wellington Region' shall be eligible to be a Voting Member.
  - 3.4.1. Written application for Voting Membership once signed and supported by two other Voting Members shall be made to the Executive which may in its discretion accept or decline the application as per Clause 3.10.1.
  - 3.4.2. Voting Members shall pay such annual sum as a General Meeting shall from time to time determine as a subscription and having paid that subscription shall be entitled to vote at all General Meetings of the Association and to be Officers or members of any of its various committees, subject to the limitations set out in Clause 3.5.
  - 3.4.3. Ordinary Members shall not become a Voting Member or be entitled to become an Officer until their Membership has been approved in accordance with Clause 3.4.1 and have been a Member of the Association for at least two continuous years from the date of their latest admission.

### **Donor Members**

- 3.5. An individual person or a family group who has made a minimum contribution of not less than \$3,000 towards the purchase / development of Bharat Bhavan (Wellington Indian Cultural and Sports Centre, 48 Kemp Street Kilbirnie) shall be deemed to be a Donor Member.
  - 3.5.1. Donor Members will have the same privileges as Voting Members, however, only Donor Members may vote on the following clauses:
    - (a) Clause 2.3 - Payment for services rendered by a Member (not financial gain payment)
    - (b) Clause 2.5 - Selling part or whole of the WIA property
    - (c) Clause 2.5 - Voting on any new property acquired with the proceeds of part or all of the sale of the 48 Kemp Street complex
    - (d) Clause 3.5.3 – Any change to the Donor Member minimum contribution amount.
    - (e) Clause 17 - Any change to the Objects and Powers

(f) Clause 21 - Winding up clause

(g) Clause 9.1(a)1 - Election of Board of Trustee members

3.5.2. Donor Members shall pay such annual sum as a General Meeting shall from time to time determine as a subscription and having paid that subscription shall be entitled to vote at all General Meetings of the Association and to be Officers or members of any of its various committees, and in addition, can vote on other matters set out in Clause 3.5.1.

3.5.3 A Voting Member may become a Donor Member on the payment of \$3,000 (or such other sum as may be agreed by the Donor Members at a General Meeting).

3.5.4. A Donor Member may assign his or her status as a Donor Member to another family member only once in his or her lifetime, and shall give such written notice of the assignment to the General Secretary as set out in Clause 3.14.

3.5.5. If a Donor Member died prior to 30 June 2012, his or her vote is deemed to be assigned to the surviving spouse or partner. If the spouse or partner has also died, then the vote is deemed to be assigned to the oldest surviving child, unless the spouse or oldest surviving child reassigns the vote to another family member.

Where there is any dispute as to who is entitled to the vote, then the family of the deceased Donor Member needs to resolve the dispute and advise the General Secretary accordingly. During any such dispute, any vote will be ineligible to be exercised until such notification of the dispute being resolved is received by the General Secretary on the prescribed form of the notice.

3.5.6 Where a member has died after 30 June 2012 and has not assigned his or her donor status by a will or otherwise, then his or her vote is deemed to be assigned to the surviving spouse or partner. If the spouse or partner has also died, then the vote is deemed to be assigned to the oldest surviving child, unless the spouse or partner or oldest surviving child reassigns the vote to another family member.

Where there is any dispute as to who is entitled to the vote, then the family of the deceased Donor Member needs to resolve the dispute and advise the General Secretary accordingly. During any such dispute, any vote will be ineligible to be exercised until such notification of the dispute being resolved is received by the General Secretary on the prescribed form of the notice.

### **Junior Members**

3.6. Any person under the age of 18 years shall be eligible for Junior Membership of the Association.

3.6.1. Fees payable by such Members shall be that set from time to time by General Meeting which may differentiate according to age and activity in which such members are engaged in or otherwise and until such fees are prescribed the admission to Junior Membership shall be free.

3.6.2. Junior Members shall have the right of entry to the Association's premises during such hours as they may be open and to use the Association's facilities as may from time to time be decided upon by the Executive.

3.6.3. Junior Members shall not be eligible to become an Officer of the Association.

3.6.4. The chair of the Junior Sub-committee shall be able to vote at Executive meetings, irrespective of his or her age.

### **Life Members**

- 3.7. Any nomination for Life Membership shall first be considered by the Life Membership and Awards Committee (LMAC). The LMAC will make their recommendations on Life Membership to the Executive based on the Life Membership guidelines and criteria. Provided that such a recommendation is passed by the Executive by 75% majority, the nomination will be referred to the General Meeting for endorsement. The Life Membership guidelines and criteria will be set by the LMAC and endorsed by the Executive from time to time.
- 3.7.1. Any Member who has been recommended by the Executive for a Life Membership may be conferred a Life Membership at any General Meeting on the passing of a resolution with a 75% majority of the Members present voting by ballot.
- 3.7.2. Life Membership on a Member shall only be conferred In recognition of outstanding services by that Member to the Association.
- 3.7.3. A Life Member shall have all the rights and privileges of a Voting Member (unless he or she is also a Donor Member in which case those rights and privileges hold), but shall not be required to pay the annual membership fee.
- 3.7.4. A Life Member and his / her spouse or partner shall no longer be required to pay the annual membership fee and such spouse or partner will retain Voting Member privileges.
- 3.7.5 The voting privileges referred to in Clause 3.7.4 refers to a spouse or partner of all existing and deceased Life Members.

### **Honorary Members**

- 3.8 The Association, on recommendation from the Executive, shall have power to confer honorary membership on whoever it considers fit by passing a resolution at a General Meeting passed by a 75% majority of the members present at such meeting and voting by ballot.
- 3.8.1 An Honorary Member will hold the same rights and privileges as an Ordinary Member.
- 3.8.2. The criteria to be eligible for Honorary Membership will be set by the Executive and approved in a General Meeting from time to time.

### **Form of Application**

- 3.9. All applications for Membership shall be made to the General Secretary in writing as prescribed by the Executive from time to time.

### **Acceptance / Refusal of Applications**

- 3.10. The Executive shall have the discretion to accept or refuse applications for Membership.
- 3.10.1. The Executive will only consider the following factors when considering whether to accept or reject an application for Membership of an applicant:
- (a) Is convicted of a crime punishable by imprisonment or home detention of 12 months or more; or
  - (b) Who brings the Association into disrepute by his or her words or actions; or
  - (c) Commits any action or omission which is detrimental to the interests of the Association; or
  - (d) Any other relevant factors provided these can be substantiated as factual.
- 3.10.2 Any person whose application for membership is not accepted as per Clause 3.10.1, then any one of the nominators or both may have the decision resolved either via an agreed dispute resolution process, or by an alternative means as directed by the President of the New Zealand Law Society.

### **Cancellation of Membership**

- 3.11. Any Member may, by resolution of the Executive, have his or her Membership cancelled if:
- 3.11.1 That Member:
- (a) Is convicted of a crime punishable by imprisonment or home detention of 12 months or more; or
  - (b) Who brings the Association into disrepute by his or her words or actions; or
  - (c) Commits any action or omission which is detrimental to the interests of the Association; and
  - (d) Has not paid his or her membership fees in the prescribed time, as advised by the Executive from time to time.
- 3.11.2 In the opinion of the Executive, that Member has broken any of his or her undertakings to the Association or any of the Rules or Bylaws of the Association or shall be guilty of disreputable conduct or conduct prejudicial to the interests of the Association.

### **Conduct Unbecoming of a Member**

- 3.11.3 If a Member is found guilty of conduct unbecoming of a Member, and has his or her Membership cancelled, then that Member can dispute the decision. The Member may have the dispute resolved either via an agreed dispute resolution process, or by an alternative means as directed by the President of the New Zealand Law Society.
- 3.11.4 If a Member is guilty of conduct, unbecoming of a Member, or detrimental to the interests of the Association, the Committee may by letter invite such Member to resign within a specified time and in default of such resignation may submit the question of that Member's expulsion to a General Meeting to be held within 30 days from the date of such letter.

At such meeting the said Member shall be allowed to offer an explanation verbally and/or in writing and if upon 75% of the Voting Members present shall vote for expulsion then that Member shall; without releasing the Member from any previous

liability to the Association, cease to be a Member provided that the voting at such meeting shall be by ballot if so demanded by not less than five (5) Voting Members.

- 3.11.5 Any Member may at any time resign from his or her Membership by giving to the General Secretary notice in writing to that effect.

#### **Effect of Cancellation or Change in Status**

- 3.12. Unless the Executive determines otherwise, the cancellation of any Membership of the Association in accordance with Clause 3.11.4 shall not:
- (a) Entitle the Member concerned to a refund of any annual membership Fee or additional fees paid or any donation or other financial contribution made by the Member to the Association.
  - (b) Relieve the Member concerned from liability to pay any Annual membership fee or additional fees which have fallen payable at the time of such cancellation of Membership.
  - (c) Relieve the Member concerned from any other liability to the Association.

#### **Member Privileges**

- 3.13. The Executive may from time to time establish, modify and/or remove privileges that attach to the status of a Junior, Ordinary Voting or Donor Members.

#### **Assignment of Donor Member Status**

- 3.14. A Donor Member shall have the right to assign their status as a Donor Member to a Family Member who is a Voting Member of the Association. A Donor Member status can only be assigned once by the Donor Member. The Donor Member assigning his or her Donor Member status shall give written notice to the General Secretary advising of:
- (a) The full name, address and contact details of the Assignor
  - (b) The full name, address and contact details of the Assignee
  - (c) Date of the assignment.
  - (d) A signed acknowledgement from the Assignee that he or she accepts the assignment
  - (e) Upon receipt of a notice of assignment the General Secretary will update the Membership records of the Association. The General Secretary shall, within 30 days of receipt of such notice, notify the Assignor and Assignee of the receipt and agreement to the transfer request.

#### **Roll Book of Members**

- 3.15. The name of every Member classified by the type of membership and his or her private address shall be entered in a book to be kept by the General Secretary for the purpose to be called the Roll Book of Members.
- (a) It shall be the duty of the General Secretary to produce the Roll Book at the Annual General Meeting or any Special or Emergency General Meeting of the Association.

- (b) The Roll Book as at 31 March in each year shall, in part, be replicated in the Annual Report – being the names and membership type and receipt number, and that will be the official record of Membership that the Members will ratify as being a correct and complete list of the Members of the Association for that year, when they pass the Annual Report.
- (c) A Member changing his or her address shall notify the General Secretary within 30 days of his or her move to the new address and the General Secretary will make the necessary alterations in the Roll Book.

## **4 Officers**

- 4.1 The seven (7) officers of the Association shall be the President, Vice President, General Secretary, three Assistant Secretaries, and a Treasurer each of whom shall be elected at the Annual General Meeting.
- 4.2 Nominations for the position of President, Vice-President, General Secretary and Treasurer shall be received in writing at least 30 days before the Annual General Meeting. Each nomination will be on a prescribed nomination form and will require a brief resume and skills held by the nominee to meet the needs of the position for which they are being nominated. The Assistant Secretary positions do not require nominations in writing before the Annual General Meeting.
  - 4.2.1 A nominee must accept the nomination at the time of the nomination.
- 4.3 A nominee does not have to attend the Annual General Meeting if the nominee is unable to, however, such nominee must submit an apology for non-attendance.
- 4.4 Irrespective of the number of nominations received there shall be an election to elect the Officers noted in Clause 4.2. In the event that a position is not filled by the nomination received, further nominations may be received from the Donor and Voting Members present at the Annual General Meeting (Clause 11.1).

### **Nomination of General Secretary and Treasurer**

- 4.5
  - (a) The Executive shall call for nominations from all Donor and Voting Members for persons to hold office as General Secretary and as Treasurer so that the nominations are received at least 30 days prior to the Annual General Meeting of the Association.
  - (b) The nominations referred to in Clause 4.5 (a) shall be in writing, but in all other respects shall be in such form, and shall be called for and received (subject to 4.5(a) at such times, as the Executive considers appropriate.
  - (c) If more than 50% in number of the Donor and Voting Members present and eligible to vote, vote in favour of a nominee standing for the office of either the General Secretary or the Treasurer then, subject to the provisions of Clause 7.6 and to that person consenting to act as one of these officers for which they are nominated then, he or she shall be appointed into such role, immediately following the retirement of the outgoing Office bearer, at the Annual General Meeting.

## **5. President**

- 5.1 The President of the Association shall be elected by a majority of the Donor and Voting Members present in person and entitled to vote at the Annual General Meeting of the Association.
- 5.2 The President shall be appointed for a term of one (1) year. At the end of this initial term and provided that the President still meets the Eligibility Requirements the President may stand for re-election. The maximum period that a person may hold the office of President for any continuous term shall be three (3) years.
- 5.3 (a) The Executive shall call for nominations from all Donor and Voting Members for the office of President so that nominations are received in writing at least 30 days before Annual General Meeting of the Association.
- (b) The nominations referred to in Clause 5.3 (a) shall be in writing, but in all other respects shall be in such form, and shall be called for and received (subject to 5.3(a)) at such times, as the Executive considers appropriate.
- (c) If more than 50% of the Donor and Voting Members present vote in favour of a nominee then, subject to the nominee satisfying the Eligibility Requirements and Clause 5.2 he or she shall be appointed as President. The appointment is effective immediately following the retirement of the outgoing President, at the Annual General Meeting.
- (d) Notwithstanding Clause 5.2 and subject to Clause 5.3 (c) of these Rules, in the event that there are no written nominations for President following the retirement of the outgoing President (after three (3) consecutive terms), and there are no nominations from the Donor and Voting Members present at the Annual General Meeting, then at the discretion of the Members at the Annual General Meeting he or she may be nominated for a further term of one year only.
- 5.4 The President shall be a member of the Board (refer Clause 9) and attend such meetings in his or her capacity as a Board member. The President may nominate another member of the Executive to attend Board meetings on his or her behalf.
- 5.5 The President may, in addition to any other rights or privileges conferred on the holder of the office in accordance with these Rules:
- (a) Attend all Executive meetings and all meetings of other Association committees;
- (b) Attend all Board meetings;
- (c) Receive all Information (including copies of all documents and written communications) relating to the running of the Association.

### **Voting by President**

- 5.6 Unless otherwise stated in these Rules, the President shall also have a casting vote at any Executive meeting or General Meeting of the Association.

### **President to Chair Meetings**

- 5.7 (a) The President may chair all Executive meetings at which he or she is present and may delegate the role.
- (b) In the absence of the President or at the request of the President, the Vice - President may chair any General Meeting of the Association at which he or she is present.

## **6. Executive**

6.1 There shall be an Executive consisting of not less than 11 members and not more than 17 members. The Executive shall consist of the following;

- (a) The seven Officers elected as per Clause 4;
- (b) One Member of the Gita Mandir Committee who shall be either the Chairperson or the Secretary.
  - 1. The Chairperson and Secretary of the Gita Mandir Committee shall be elected at the Annual General Meeting.
- (c) One Member of the Mahila Samaj who shall be either the Chairperson or a nominee of the Mahila Samaj Committee and ratified at the Annual General Meeting.
- (d) Two Members from the Hutt Committee who shall be either the Chairperson and Secretary or two nominees of the Hutt Committee.
- (e) Up to six (6) other Members as listed below will be either elected at the Annual General Meeting unless stated otherwise or the appointee shall be ratified at the Annual General Meeting.
  - 1. A Hall Facilities / Maintenance (Technical) person.
  - 2. A Hall Manager
  - 3. The Chairperson of the Social & Cultural Committee.
  - 4. Either the Chairperson of the Gujarati School or the Chairperson of the Pre-School committee.
    - (a) The Chairperson of the Gujarati School and the Chairperson for the Pre-School committee shall be recommended by the respective committee. While the two Chairpersons will be confirmed at the Annual General Meeting, only one will become an Executive Member. The attendance may be on a rotational basis between the two Chairpersons.
  - 5. A Youth Coordinator.
  - 6. The Chairperson of the Health and Welfare Committee.
- (f) In the event that the six (6) positions in Clause 6.1 (e) are not filled / ratified at the Annual General Meeting then the Executive may fill the positions subsequently and on doing so shall report the appointments in the next newsletter.
- (g) The Executive may vary the composition of the six members in Clause 6.1(e) from time to time to meet future needs.
- (h) The President and in his or her absence the Vice President shall be the Chairperson at the meetings of the Executive. If neither is present within fifteen (15) minutes of the time set down for the commencement of the meeting then the Members present, provided there is a quorum shall appoint a Chairperson for that meeting.

## **7. Powers of Executive**

- 7.1 (a) The Executive shall manage the operational affairs of the Association. The Executive may exercise all powers of the Association and all such acts as the Executive may deem necessary or expedient.

- (b) These powers of the Executive do not extend to those powers which are exercised by the Board (Clause 9) or by the Association in a General Meeting. The Executive may exercise such authority, powers and discretions as may be provided, by these Rules. Provided however, the exercise of these powers by the Executive as set out in these Rules, shall always be subject to any limits which may from time to time be imposed by the Association in a General Meeting.
- (c) The Executive shall be able to incur expenditure up to a dollar (\$) limit as specified by the Annual General Meeting from time to time. The Executive shall first seek approval from a General Meeting before any expenditure exceeding the specified dollar (\$) limit is either committed or incurred.
- (d) The Executive shall first seek approval from a General Meeting before any extraordinary expenditure shall be incurred.

### **Restrictions**

- 7.2 No person shall be or become an Officer or a member of the Executive unless they satisfy the "Eligibility Requirements".
- 7.3 If any of the six (6) other Executive member positions (referred to in Clause 6.1 (e)) on the Executive is, for whatever reason, not able to be filled, the right to stand for that position shall be offered to such of the Donor and Voting Members as the President shall choose, for election by a majority of such Donor and Voting Members present in person at the Annual General Meeting, provided that if, following compliance with this Clause 7.3, such position(s) on the Executive remain unfilled, the Executive shall nevertheless be deemed to have been validly elected.

### **Co-opted Member onto Executive**

- 7.4 The Executive may, by resolution, co-opt a maximum of two (2) additional members to assist the Executive on the following basis:
  - (a) A co-opted member must, in the reasonable opinion of the Executive, either be able to make a significant contribution to the achievement of the Objects or have expertise required by the Executive.
  - (b) A co-opted member may be appointed for such a term as the Executive considers appropriate, provided that such appointment shall terminate automatically at the start of the next Annual General Meeting (unless the co-opted member has resigned earlier).
  - (c) A co-opted member shall be subject to each of the provisions of these Rules however they will have no vote or count for a quorum.
  - (d) A member co-opted onto the Executive shall be bound to maintain confidentiality of the business discussed by the Executive unless the matter has been publicly advised to members through a newsletter. The co-opted member shall declare any conflict of interest during deliberations of any matters by the Executive to the President.

### **Retirement at Annual General Meeting**

- 7.5 All Executive members shall be appointed for a term of one (1) year. At the end of this term each member shall retire at the Annual General Meeting before any voting occurs for the subsequent year. A retiring Executive member provided that he or she still complies with the Eligibility Requirements, may offer themselves for re-election for another term.

### **Casual Vacancies on the Executive**

- 7.6 (a) In the event of any casual vacancy on the Executive (whether caused by the death, resignation, or ineligibility of an Officer or a member of the Executive by some other circumstance) the Executive shall make an appointment. The Executive may fill a casual vacancy when the period before the next Annual General Meeting is greater than ninety (90) days.
- (b) Provided however, where the vacancy is for the position of President, General Secretary or the Treasurer then the Executive shall call for written nominations and, if necessary, conduct a written ballot to fill such casual vacancy at the earliest reasonable opportunity (adopting, with all necessary modifications, the same procedure as is set out in Clause 6).

### **Election Procedures and Term of Office**

- 7.7 (a) All candidates nominated for any of the following must be financial Donor or Voting Members:
1. election as Officers of the Association,
  2. as members of the Executive, and all committees of the Association including those appointed to the Gita Mandir Committee, and
  3. The Mahila Samaj.
- (b) Officers and members of the Executive shall be nominated and seconded as per Clauses 4, 5.3, 6.1 and 7.7 or at the Annual General Meeting.
- (c) If there is more than one candidate for any Officer or a member of the Executive, a ballot shall be held unless the General Meeting resolves that the matter be dealt with by show of hands.
- (d) Each Member so elected shall hold office until the next Annual General Meeting or until the Member resigns his or her office or until he or she ceases to be a Member for whatever reason whichever is the earlier.
- (e) Any member of the Executive or a Committee absent from three consecutive meetings of the Executive or a specific Committee without leave of absence shall cease to be a member of the Executive or the specific Committee.

## **Proceedings of the Executive**

### **8. General**

- 8.1 (a) Subject to these Rules, the Executive may meet together to carry out business, adjourn and otherwise regulate its meetings and procedures as it sees fit to facilitate the meeting of the Objects and conduct the operational activities of the Association.
- (b) The Executive may meet at such time and place as the President considers reasonably appropriate, and the General Secretary shall, upon the request of the President, convene a meeting of the Executive by giving no less than 30 days prior written notice or via other technological means to each member of the Executive.
- (c) Where the date of the next meeting is set at the previous meeting then this shall constitute a valid notice.
- (d) Meetings may be held via electronic means.

### **Quorum**

- 8.2 (a) Eleven (11) members shall be required for a quorum for all meetings of the Executive.
- (b) No business of the Executive shall be conducted at any time when less than a quorum is present.
- (c) If, within 30 minutes after the time appointed for the holding of an Executive meeting, a quorum is not present then;
- (i) The meeting shall be adjourned for no more than five (5) Business Days at such time, day and place as the Executive may determine, and
  - (ii) At least two (2) Business Days' prior written or email notice of such adjourned meeting shall be given to each officer and member of the Executive.
- (d) If, within 15 minutes after the time appointed for the holding of any Executive meeting adjourned in accordance with Clause 8.2 (c), a quorum is not present, then the officers and members of the Executive present at that time shall be a quorum.

### **Records**

- 8.3 To keep usual and proper books of accounts properly posted up and to maintain proper records of the business of the Association and a proper system for filing and security of the records.
- 8.4 To notify Members of intended meetings and the business to be transacted.
- 8.5 To prepare and submit to the Annual General Meeting a report on the affairs of the Association and on any matter that the Association should be made aware of; and an audited Financial Statement of Accounts for the preceding year.

### **Duties of General Secretary**

- 8.6 The duties of the General Secretary of the Association shall include:
- (a) Convening and attending Annual General Meetings and other General Meetings of the Association when required to do so in accordance with these Rules.
  - (b) Convening and attending meetings of the Executive and all sub-committees (if any).
  - (c) Giving all such notices as the Association in a General Meeting or the Executive may instruct or which the Association may be required to give to Members in the manner provided in these Rules.
  - (d) Keeping minutes of all meetings of the Association and of the Executive and entering those minutes in the electronic or hard copy minute books kept for that purpose.
  - (e) Performing, or supervising the performance of, the clerical work for, and the maintenance of proper records of, the Association.
  - (f) Maintaining a Membership register including details of the current Donor Members (and any assignments of the Donor Member status between Members) and the other category of Members.
  - (g) Giving all such notices, certificates or information to the Registrar as may be required by the Act or by the Registrar under the Act.
  - (h) Issuing and receiving correspondence on behalf of the Association.

- (i) Reporting to the Executive any Member who breaches these Rules or who fails to pay fees, subscriptions or other moneys properly payable by that Member within the prescribed period.
- (j) Privacy Officer for the Association in accordance with the Privacy Act 2005.
- (k) Ensure that all records of the Association over ten (10) years old shall be stored in suitable retrievable electronic medium in perpetuity.

#### **Duties of the Treasurer**

8.7 The duties of the Treasurer shall include:

- (a) Receiving all fees, subscriptions, levies and other moneys paid to the Association and issuing receipts.
- (b) Opening and operating a current bank account in the name of the Association.
- (c) Making such deposits and investments in the name of the Association as the Executive may determine from time to time.
- (d) Paying all accounts and making all advances passed for payment by the Executive.
- (e) Keeping all financial records of the Association and ensuring their safe keeping together with any security documents.
- (f) Within 30 days of his or her appointment at the Annual General Meeting, preparing an annual budget for the projected income and expenditure of the Association.
- (g) Preparing the Financial Statements and presenting those Financial Statements to the Executive at least quarterly and to the Association at the Annual General Meeting.
- (h) Provide a copy of the monthly financial report to the Board.

#### **Duties of the Chairperson of Committee's**

8.8 The duties of a Chairperson shall include:

- (a) The Chairperson of any committee shall report to the Executive on a regular basis.  
The Chairperson of any committee shall maintain communications with his/her members and shall convene meetings at least monthly or as required.
- (b) Where the committee is responsible for the receipt of any funds, the Chairperson shall ensure the policies as specified by the Treasurer are applied. All monies are to be receipted, counted in the presence of at least another committee member and banked into the Association's bank on the next Business Day.
- (c) The Chairperson shall comply with normal meeting procedures and ensure that minutes are kept of all meetings, noting the mover and seconder and outcome of any decisions.
- (d) All voting is done by way of a simple majority unless separate guidelines have been approved by the Executive as appropriate relating to the committee.
- (e) The Chairperson shall seek approval for any expenditure required from the Executive, Board or in a General Meeting as appropriate.
- (f) No financial commitment shall be made before seeking such approval.

## **9. Board**

9.1 There shall be a Board elected at the Annual General Meeting.

- (a) The Board shall consist of nine (9) members comprising;
  - 1. Eight (8) members elected by Donor Members subject to Clause 9.4; and
  - 2. The President of the Association elected as per Clause 5.1.
- (b) The Chairperson of the Board shall be elected by the Donor Members at the Annual General Meeting.
- (c) A nomination for a Board member and the Chairperson shall be in writing received on the prescribed form to the General Secretary of the Association at least 30 days before the Annual General Meeting. Where no nominations have been received in writing, then oral nominations may be received from the floor at the Annual General Meeting.
- (d) The Board shall elect at their first meeting each year following the Annual General Meeting, from the Board members the following roles:
  - 1. A Deputy Chairperson
  - 2. A Secretary
  - 3. An Accounts Officer
  - 4. Manager Tenants Liaison

The remaining members shall be assigned roles as determined by the Board Chair.

- (e) The Board shall meet at least monthly or as required for the dispatch of its responsibilities in accordance with Clause 9.2 of these Rules.
- (f) The quorum for all Board meetings shall be five (5) members.
- (g) All decisions shall be via a majority of members, recorded in the minutes along with the resolution, the mover and person seconding the motion.
- (h) All Board members shall be notified in writing (electronic media permitted) at least five (5) days prior to the date set for the meeting. Any meeting agreed at the previous meeting shall require no notice.
- (i) A vacancy due to death, resignation, or removal from office for any cause may be filled by calling for nominations and be elected by Donor Members at a General Meeting of the Association.
- (j) The minutes and financial report of the Board shall be distributed to the Executive.
- (k) Meetings may be held via electronic means.

### **Role and Responsibilities of the Board**

9.2 The roles and responsibilities of the Board are:

- (a) To manage the property assets of the Association.
- (b) The Board shall be responsible to the Donor Members.
- (c) The management of the property assets of the Association shall consist of but are not limited to the security, finance, tenants, development and maintenance programmes to cater for the requirements of the Members.

- (d) The Board will manage the property financial accounts. The accounts will be consolidated into the annual financial statements of the Association.
- (e) The Board will administer the terms of the lease with any commercial tenants and ensure outgoings are recovered in a timely manner.
- (f) To invest and re-invest any moneys of the Board not immediately required for its purposes in such deposits as the Board may approve.
- (g) Where any conflict arises with the Executive that is unable to be resolved between them then, the Chairperson of the Board shall give notice to call a Special General Meeting of Donor Members and all Voting Members for the purposes of resolving the conflict.
- (h) Any requirements for the acquisition or disposal of the Property assets shall require a recommendation to the Donor Members in a General Meeting to which a proposal is submitted before any such meeting.

### **9.3 Additional Eligibility Requirements for Board Members**

- (a) Any person nominated for election as a Board member must comply with these additional Eligibility Requirements,
- (b) The Board member must meet one or more of the following criteria;
  - 1. A financial Voting Member for at least eight (8) years;
  - 2. An Executive member for at least four (4) years or
  - 3. A member of any other Committee for a minimum of four (4) years.

### **9.4 Term of office on the Board**

- 9.4.1 One (1) member of the Board except for the President (Clause 5) shall retire each year by rotation and provided the person still complies with the Eligibility Requirements may offer him or herself for re-election. An election will be held to fill the vacancy of the member that is retiring.
- 9.4.2 For the position of Chairperson, Deputy Chairperson, Secretary and Accounts Officer, the maximum period that a member may hold this position continuously shall be limited to five (5) years.
- 9.4.3 A Board member may be removed if that member has been absent from three (3) consecutive Board meetings without pre-approved leave of absence.

### **9.5 Expenditure limits for the Board**

- 9.5.1 The Board shall be able to incur expenditure up to a prescribed dollar limit as approved by Donor Members at the AGM or General Meeting from time to time. Any expenditure exceeding the specified limit shall require the Board to seek approval by Donor Members at a General Meeting of the Association.

### **9.6 Duties of Board members**

- 9.6.1 The duties for each of the roles in Clause 9.1 for example Chairperson, Manager Tenant Liaison, Secretary and Accounts Officer are to be specified by the Board.

## **9.7 Body Corporate**

9.7.1 The Board is responsible for the appointment at the beginning of each financial year, two representatives of the Association as members on the

- (a) Wellington Indian Association (Inc) and Wellington Indian Sports Club (Inc) Body Corporate 390366.

9.7.2 The Board shall be responsible to ensure appropriate outgoings incurred by the Association are recovered from the Wellington Indian Sports Club (Inc) as the owner of Unit in accordance with the Body Corporate rules. The Board shall reimburse to WISC any such costs invoiced to the Association as per the Body Corporate Rules.

## **Standing Committees**

### **10 Standing Committees**

The Association at any of its General Meetings may appoint such standing committees or ad hoc committees for such purposes as it thinks fit and may delegate such of its powers to any such committee as it shall determine with the requirement of direct reporting back to the Association.

#### **10.1 Sub – Committees**

Any committee of the Association or the Association itself may at any time appoint such sub-committees or ad hoc committees from its members for such purposes as it thinks fit and may delegate such of its powers to any such sub-committee or ad hoc committee as it shall determine at the time of the appointment.

#### **10.2 Mahila Samaj**

- (a) There shall be a Mahila Samaj Committee to the Executive comprising fifteen (15) members.
- (b) In each financial year the Mahila Samaj members shall elect a Chairwoman, a deputy Chairwoman, a Secretary, an Assistant Secretary and eleven (11) committee women each of whom must be either a Donor or Voting Member of the Association.
- (c) The Mahila Samaj shall report to and shall be under the control and direction of the Executive and shall have the power to report on any particular matter direct to the Association with the consent of the Executive and failing receiving such consent then with the consent of the Association. Consent shall be sought on each occasion the Mahila Samaj wishes to report direct to the Association.
- (d) The Chairwoman of Mahila Samaj or nominee (Clause 6.1(c)) shall be ratified at the Annual General Meeting to serve as an Executive Member. The election for the Mahila Samaj members including the Chairwoman shall occur at least 30 days before the Annual General Meeting of the Association.
- (e) For the position of Chairwoman, the maximum period that a member may hold this position continuously shall be limited to three (3) years.

- (f) The annual meeting of the Mahila Samaj shall be notified to all Members via the Association newsletter.

### **10.3 Gita Mandir Committee**

- (a) There shall be a Gita Mandir Committee to the Executive comprising a minimum of nine (9) members.
- (b) The members to the Gita Mandir Committee shall be elected at a meeting of the Gita Mandir provided all are either Donor or Voting Members.
- (c) The Chairperson and the Secretary of the Gita Mandir Committee shall be elected by the Donor and Voting Members at the Annual General Meeting of the Association.
- (d) Provided however that either the Chairperson or the Secretary of the Gita Mandir Committee shall be ratified at the Annual General Meeting to serve as an Executive Member.
- (e) When it is necessary, the Executive shall appoint a sub-committee to manage the selection of the priest (Panditji) for the Gita Mandir. Once the priest (Panditji) is appointed by the Executive, then the committee shall fulfil the requirements specified by the Executive.

### **10.4 Hutt Committee**

- (a) There shall be a “Wellington Indian Association – Hutt Committee” referred to as the Hutt Committee responsible to the Executive.
- (b) The Hutt Committee shall cater for the Social and Cultural activities for the Association members in the Hutt area (Hutt members) in accordance with these Rules.
- (c) The Hutt members shall elect annually the following office holders;
  - 1. Chairperson, Vice-Chairperson, Secretary, Accounts Officer and up to twelve (12) other Members.
  - 2. All Members so elected shall be Financial either Donor or Voting Members of the Association.
  - 3. Notices of meetings are to be distributed via the Association newsletter to all Members.
- (d) The Chairperson and Secretary of the Committee or two nominees shall be elected at the Annual General Meeting of the Hutt Members.
- (e) The two representatives from the Hutt Committee shall be either ratified at the Annual General Meeting of the Association to serve as Executive members or be subsequently notified in writing to the General Secretary.
- (f) Unless agreed in advance any Social and Cultural programmes organised by the Hutt Committee should not conflict with functions held in Wellington.

### **10.5 Quorum of Standing Committees**

The quorum for standing committees shall be at least 50% of the members of that Standing Committee.

## **10.6 Conflict of Interest**

All officers and members voted onto the Executive, Board, any committee, sub committees, standing committees or other ad hoc committees of the Association shall declare any conflict of interest, which shall be recorded in writing.

# **11 General Meetings**

## **11.1 Annual General Meeting**

- (a) The Association shall in each year hold an Annual General Meeting in addition to any other meetings in that year, and shall specify the meeting as such, and the matters to be dealt with at that meeting, in the notices calling such meeting.
- (b) The President or Vice President nominated for the purpose, or in his or her default, absence or inability, the Executive shall prior to 30 June but after the 31 March in each year convene an Annual General Meeting of the Association;
- (c) At least five (5) clear days before the meeting a notice and the business to be transacted together with a copy of the Annual Report or reports and financial statement of account shall be sent to every Donor and Voting Member;
- (d) The following business shall be dealt with at the meeting:-
  - 1. Consideration of the Annual Report to be submitted by the Executive and reports from the Board and any other standing committee appointed by the Association as to its activities and performance since the immediately preceding Annual General Meeting;
  - 2. Approving the audited Financial Statements for the preceding financial year;
  - 3. Election of the Board Chairperson by Donor members;
  - 4. Electing the President and the other six (6) Officers (per Clause 4);
  - 5. Ratification of the Chairpersons elected and nominated by the respective Committees (Clause 6.1 (b, c, d and e)),
  - 6. Election of the remaining Executive members as per Clause 6.1 (e)
  - 7. Election of any other committees;
  - 8. Appointment an independent auditor for the ensuing year;
  - 9. Such other business as may be brought before the meeting or the meeting may decide.

## **11.2 Special General Meetings**

- (a) The President, the Vice President, the General Secretary or the Executive may at any time for any special purpose convene a Special General Meeting.
- (b) In addition to Clause 11.2 (a), the Executive shall within 30 days of receiving a petition or a written request of not less than any thirty (30) financial Donor and Voting Members provided that such request is supported by a requisition with the following details being mandatory;
  - 1. Stating the purpose for which the meeting is required and the decision required;
  - 2. The Section of the Rules clearly referenced to the specific Clauses.

3. The particular decision of the Association taken by the Executive, Board or any Committee including the date of the decision and its impacts on the members making such requisition,
  4. All signatories shall provide their names, address, membership number and be signed.
  5. At least 75% of the signatories must attend the Special General Meeting called as a result of the requisition.
- (c) At least two (2) clear days notice of the Special General Meeting and of the business for which it is to be convened shall be given to every Donor and Voting Member.
  - (d) No other business other than that of which notice has been so given shall be brought forward at such a meeting.

### **11.3 Chairperson at General Meetings**

- (a) The President, or in his or her absence the Vice President, or if neither is present a member of the Executive elected by the Donor and Voting Members present at the meeting shall be the Chairperson of the General Meeting.
- (b) Where there is a General Meeting, of Donor Members, the President or in his or her absence the Vice President, or if neither is present a member of the Executive elected by the Donor Members present at the meeting, shall be the Chairperson of that General Meeting, for matters relating to Clause 3.5.1.

### **11.4 Notice**

Every notice required to be given to a Donor and Voting Member shall be deemed to have been duly delivered if posted to the member in a prepaid envelope addressed to the Member at the address shown in the Roll Book.

### **11.5 Quorum**

- (a) The quorum for any General Meeting shall be forty (40) financial Donor and/or Voting Members.
- (b) The quorum for any General Meeting shall be forty (40) financial Donor Members, for matters relating to Donor Members as per Clause 3.5.1.

### **11.6 Voting**

- (a) Except as where otherwise provided any question submitted to any meeting shall be decided in the first instance by a show of hands unless a poll is demanded by the Chairperson or by at least three other financial Donor or Voting Members present and entitled to vote.
- (b) Each financial Donor or Voting Member present shall have one vote.
- (c) Voting on the matters related to Clause 3.5.1 will be limited to Donor Members.
- (d) In the case of an equality of votes the President shall also have a casting vote at any General Meeting of the Association as well as a deliberative vote.
  1. Where the vote is associated with matters related to Clause 3.5.1 there is no casting vote.
- (e) Proxy votes shall not be accepted at any meeting.

## **12. Financial**

- 12.1 The financial year of the Association shall begin on 1 April of one year and end on the 31 March of the next year.

### **12.2 Funds/Finance/Assets**

- (a) All moneys received by or on behalf of the Association by any of its committees including the Hutt Committee and the Board shall be paid to the credit of the Association at such bank as the Executive or the Board may determine from time to time.
- (b) All cheques or withdrawals shall be signed, drawn, made, accepted or endorsed (as the case may be);
  - 1. for and on behalf of the Association by any two of the President, General Secretary or the Treasurer,
  - 2. for and on behalf of the Board by any two of the Chairperson, the Accounts Officer or Secretary;
  - 3. for and on behalf of the Hutt Committee by the Chairperson and Accounts Officer.
- (c) The Executive shall be able to incur expenditure up to a prescribed dollar limit as approved by Donor and Voting Members at the Annual General Meeting or General Meeting from time to time. Any expenditure exceeding the specified limit shall require the Executive to seek approval by Donor and Voting Members at a General Meeting of the Association.
- (d) To invest and re-invest any moneys of the Executive not immediately required for its purposes in such deposits as the Executive may approve.
- (e) The funds of the Association shall not be used or offered as security for the benefit of another individual, body or organization.
- (f) The Association shall not invest any of its funds in listed or unlisted shares.
- (g) The Association may only on the recommendation of the Board acquire or sell, transfer or otherwise divest ownership of any of its real estate assets with the prior approval of a majority of the Donor Members at either the Annual General Meeting or at a Special General Meeting called for the purpose of discussing the proposal.

### **12.3 Financial Records**

The Treasurer shall be responsible for keeping true and full accounts of all monies received and expended by or on behalf of the Association and of its assets and liabilities in proper books which shall be kept at the Association's registered office or such other place as the Executive approves.

### **12.4 Financial Statements**

- (a) The Treasurer shall at the completion of each financial year prepare a statement of the Association's (including the Board) receipts and payments and a balance sheet showing its assets and liabilities.
- (b) The Treasurer shall arrange for these financial statements to be audited no later than 30 May of each year and for them to be presented at the Annual General Meeting.

## **12.5 Use of Funds**

The income and property of the Association shall be applied solely towards the promotion of its Objects and no part of it shall be applied or transferred directly or indirectly by way of profits, dividend, bonus, or in any other way to the individual members of the Association or any of them except as payment made in good faith of reasonable payment to any employee for services performed for the Association or as a prize given by the Association to any Member. No Member shall in any way receive financial gain from the property or activities of the Association.

## **12.6 Auditor**

The accounts of the Association shall be examined and the correctness of the receipts and payments and balance sheet ascertained by a qualified and independent auditor who is recognised by a professional body such the New Zealand Institute of Chartered Accountants, appointed at the Annual General Meeting.

## **13. Liability of Members**

- 13.1 No action in law or otherwise shall be permitted to be taken by or in favour of any Member against any other Member, the President, the Board, any Trustee, the Executive, the General Secretary or the Treasurer in respect of any matter or thing done or omitted to be done pursuant to these Rules, notwithstanding any irregularity or informality in the observance of these Rules (except in respect of any loss or expense arising from the wilful default of the person against whom such action is taken).
- 13.2 No Member shall be under any liability in respect of any contract or other obligation made or incurred by the Association.

## **14. Common Seal**

- (a) Be kept in the custody of the General Secretary, who shall be responsible for its safe custody and control.
- (b) Be used only when a resolution is passed at a General Meeting or Special General Meeting of the Association or by the Executive.
- (c) When the seal is affixed to any deed document, it will be signed by any two of the President, the Vice President or the General Secretary.

## **15. Registered Office**

The registered office of the Association shall be at the Bharat Bhavan in the Wellington Indian Sports and Cultural Centre, 48 Kemp Street, Kilbirnie, Wellington or at such place as the Executive may otherwise determine.

## **16. Waivers and Silence**

- (a) Where these Rules or the Bylaws or the regulations made by the Association on any matter related to procedure on reports or submissions or at meetings or conduct of Members at

meetings are silent on such matters then the chairperson of the meeting, where necessary shall rule on the procedure to be followed by considering the general democratic rights of members.

- (b) Where there has been non-compliance with any matter relating to procedure or the giving of appropriate notice then such non-compliance may be waived by the meeting for that occasion only on a vote being taken without a negative voice provided there is a quorum present.

## **17. Alteration of Rules**

- (a) Rules concerning Clause 3.5.1, shall not be amended, added to or rescinded except by resolution of the Association in General Meeting, where such resolution is passed by not less than a 75% majority of votes of the Donor Members who are present and entitled to vote at such meeting, and unless written notice of the proposed amendment, addition or rescission shall have been given to all Donor Members in accordance with these Rules.
- (b) All other Rules, except those in Clause 17 (a), (b), (d), (e) & (f), and any Bylaws relating to these Rules, shall not be amended, added to or rescinded except by resolution of the Association in General Meeting, where such resolution is passed by not less than a 75% majority of votes of the Donor and Voting Members who are present and entitled to vote at such meeting, and unless written notice of the proposed amendment, addition or rescission shall have been given to all Donor and Voting Members in accordance with these Rules.
- (c) No alteration may be made to these Rules which would result in the Association ceasing to be eligible for charitable status under the Charities Act 2005.
- (d) Notwithstanding matters covered in Clause 17(f) no amendment, addition or rescission to Clause 2.1 (Objects) of these Rules shall be approved by the Association except for the purpose of clarifying or expanding the Objects. The provisions and effect of this sub-clause shall not be removed from these Rules and shall be included in any document replacing this Constitution.
- (e) No amendment, addition or rescission to Clause 2.3 (Financial Gain not an Object) or Clause 21 (Winding Up) of these Rules shall be approved by the Association. The provisions and effect of this sub-clause shall not be removed from these Rules and shall be included in any document replacing this Constitution.
- (f) Clause 2.1.3 may be amended by a 9/10ths (90%) majority.
- (g) Duplicate copies of every such alteration addition rescission or amendment shall forthwith be filed with the Registrar in accordance with the requirements of the Act.
- (h) No such amendment, addition or rescission of these Rules shall be valid unless and until accepted by the Registrar.

## **18. Bylaws**

- (a) The Associations may in the General Meeting make Bylaws governing meeting procedures or the conduct of members at meetings that are consistent with these Rules.
- (b) The Association may in General Meeting make Bylaws for the conduct of the Association affairs, provided that such bylaws are not in conflict or inconsistent with these Rules.

## 19. Effective Date

- a) The new Rules will come in to force from the date of registration with the Registrar of Incorporated Societies. The current Rules will remain in force until the new Rules are registered.
- b) Notwithstanding Clause 19 (a) the election of Officers, Executive members, Board members and Chairperson shall follow the new rules for the 2012 Annual General Meeting. Any pre-requisitions such as nominations being received at least 30 days before the Annual General Meeting shall be waived for such elections.

## 20. Validation Clause

All acts done under any Rule which has been rescinded or altered shall remain valid, despite any defect which may have existed under the rescinded or altered rule.

## 21. Winding Up

The Association may be wound up in accordance with Section 27 of the Incorporated Societies Act 1908. Where such a resolution is passed by not less than a 75% majority of the Donor Members of the Association, present and voting, may vote at a General Meeting to the Winding Up of the Association. The Winding Up of the Association will require a resolution to be confirmed by at least 75% or more of Donor Members at a subsequent General Meeting called for that purpose and held not earlier than 30 days after the date of on which the resolution for winding up the Association was first passed.

If, upon such winding up, there remains, after satisfaction of all debts and liabilities of the Association, any property and/or assets, such property and/or assets shall be distributed to a charitable organization in New Zealand having similar Objects to those of the Association as determined by a resolution of the Donor Members in General Meeting, where such resolution is passed by not less than a 75% majority of votes of the Donor Members who are present and entitled to vote at such meeting.

## 22. Review of Rules

- 22.1 The Rules may be reviewed and altered and/or amended as required, at any time, in accordance with the preceding rules. However, these Rules should ideally be reviewed and if necessary, altered and/or amended, every ten (10) years from 30 June 2012.

**Dated:** 24th June 2022

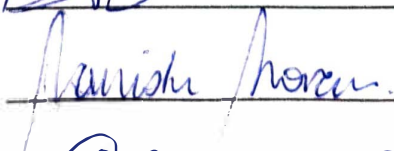
**Signatures:**

**President:**



Dipak Bhana

**Vice-President:**



Manisha Morar

**Treasurer:**



Ratilal Champaneri, QSM, JP