

SHIRLEY ROAD CENTRAL INCORPORATED

(CH/)

Incorporated on 7th day of May 2021

OUR CONSTITUTION

1. Name:

1.1. "Shirley Road Central Incorporated" (herein called the Group)

2. Aim:

To support the development of a community hub including a modern library, and meeting rooms on the site at 10 Shirley Road for the use of the surrounding communities (herein called the area)

3. Objects:

The objects of the Group are:

- 3.1 To encourage the urgent development of public facilities and activities particularly for the residents of the area:
- 3.2 To encourage any activity that promotes the wellbeing of residents of the area:
- 3.3 To engage in any charitable activities for the benefit of the locality and residents of the area:
- 3.4 The Group may carry out any activities that advance the above objects including:
 - 3.4.1 facilitate the urgent delivery of a community centre to the community.
 - 3.4.2 advocate for courses classes and activities:
 - 3.4.3 advocate for the preservation of the heritage, amenities, and special character of the area:
 - 3.4.4 advocate for the health and wellbeing of the residents of the area.
 - 3.4.5 consulting with public bodies on matters adversely affecting the area and its inhabitants including, but not limited to, zoning, resource consent, traffic and public transport issues.

3.5 The Group will have scope to provide the residents of the area with information about issues relating to community development, community facilities, matters potentially affecting them, their environment, their welfare, or education through the publication and circulation of information.

3.6 The Group will ensure that its activities and purposes are for the benefit to the general public and more specifically the area community.

3.6.1 These activities and purposes will not provide any opportunity for private financial benefit or profit to any individuals or groups that do not hold charitable legal status as legally defined.

4. Legal Governance:

4.1. Subject to New Zealand Law

5. Activities Limited to New Zealand:

5.1. The activities of the Group will be limited to operate within New Zealand.

6. Office:

6.1. The registered office shall be at such place as the Committee may from time to time determine.

6.2. Notice of every change of place of the registered office shall forthwith be given to the Registrar of incorporated societies and members of the network.

7. Powers:

The Group will have the following powers:

7.1. To use funds as the Committee thinks necessary or proper in payment of its costs and expenses, including the employment and dismissal of counsel, solicitors, agents, officers and staff, according to principles of good employment and the Employment Contracts Act 1991 or any subsequent enactments.

7.2. To purchase, or exchange or hire or otherwise, acquire any real or personal property. and any rights or privileges which the Committee thinks necessary or proper for the purpose of attaining the objects of the Group

7.3. To invest surplus funds in bank deposits as the Committee agrees.

7.4. To disburse any accumulated funds to community activities or groups as above

7.5. To raise money from time to time as the Committee agrees.

7.6. To do all things as may from time to time appear necessary or desirable to the Committee to give effect to and attain the objects of the Group.

8. Membership:

8.1. The signatories to these rules are the first members of the Group.

8.2. The membership shall consist of any natural person or legal entity who shall hold to the objects of the Group.

8.3. Each member shall have one vote.

8.4. A register of members will be maintained by the secretary in accordance with the provisions of the Incorporated Societies Act.

8.5. Application to become a member may be either in writing or verbally to the secretary.

8.6. Any person may resign membership by giving oral or written notice to the secretary.

8.7. The secretary will maintain a written record of any resignations.

8.8. If a member ceases to be a legal entity it will have been considered resigned.

8.9. Expulsion of Members:

8.9.1. Any person may take a complaint to the Committee that the conduct of a member of the Group is or has been injurious to the character of the Group. Every such complaint will be in writing and addressed to the secretary.

8.9.2. If the Committee considers that there is sufficient substance in the complaint, it will give the member at least fourteen (14) days written notice of the meeting.

The notice shall:

8.9.2.1. Sufficiently inform the member of the complaint so that the member can offer an explanation of the members conduct.
and

8.9.2.2. Inform the member that if the Committee is not satisfied with the members' explanation, then the Committee may expel the member from the Group.

8.9.3. If in a meeting the Committee decides to expel the member from the Group then the member shall cease to be a member of the Group.

8.9.4. A member expelled by the Group may within fourteen (14) days give written notice of appeal to the Secretary. The secretary shall then

call a Special General Meeting to take place within twenty-eight (28) days of receipt of the notice of appeal. If that meeting passes a resolution rescinding the expulsion, the member shall be reinstated immediately.

The Committee may suspend a member temporarily, at its discretion, for up to two months, after which the member will either be considered reinstated or a expulsion process will be engaged at the direction of the secretary.

8.10. No member or person associated with a member of the Group will derive any income, benefit or advantage from the Group except where that income, benefit or advantage is derived from:

8.10.1. professional services to the organisation rendered in the course of business are to be charged at a rate or as deemed suitable by the committee

8.10.2 interest on money lent at no greater rate than the current market rates or as deemed acceptable by the committee

9. Disputes:

9.1. Every dispute between members of the Group or any officer thereof and a member or person claiming through a member or claiming under the rule or any part of them, shall be taken to the Committee.

9.2. If the matter is unable to be resolved the services of a mediator who is acceptable to both parties, will be called upon.

If the matter remains unresolved after this step, the dispute shall be handed to the appropriate agency (ie Human Rights, Employment Tribunal, Race Relations Conciliator, etc) to resolve the matter.

10. Annual General Meeting:

10.1. An annual general meeting shall be held once in every calendar year at such time (being no later than 30 September each year) and at such place as the committee may decide.

10.2. The business of the annual general meeting shall be:

10.2.1. To consider the minutes of the previous annual general meeting and any special general meetings held since the preceding annual general meetings.

10.2.2. To receive from the committee an annual report, balance sheet and statement of accounts for the preceding year.

10.2.3. To elect a committee.

10.2.4. To transact any other business which may be put forward at the meeting.

10.2.5. If the meeting so decides trustees can be elected. Their function to be decided at that meeting.

11. Special General Meetings:

11.1. The committee may by resolution, at any time for any special purpose, call a special general meeting and it shall call a special general meeting within 31 days upon the receipt of a requisition, in writing, of not fewer than ten members of the Group stating the purpose for which the meeting is required.

12. Ordinary General Meeting:

12.1. An ordinary general meeting shall be held at such times and places as the committee shall direct for the purpose of transacting the business of the Group and deciding upon such resolutions shall be duly submitted to the meeting.

13. Notice of Business:

13.1. Seven days' notice of any annual general meeting and special general meeting, and three days' notice of any ordinary general meeting shall be given to members and such notice shall specify the general nature of any business intended to be transacted at such meeting.

14. Service of Notice:

14.1. Every notice required to be given to the members or any of them shall be deemed to have been duly delivered if posted on the groups web site and or social media channels.

15. Decision Making:

15.1. Group members must nominate their voting representative annually. At all general meetings the convener shall take the chair.

15.2. A member may be represented at a General Meeting by a nominee appointed by notice in writing to the Secretary and received by the Secretary before the notified time of meeting. A member will have the right at any time to change, withdraw or revoke the appointment of a member's nominee by notice in writing to the Secretary.

15.3. Every effort will be made at all meetings to arrive at decisions by consensus.

15.4. Where this is not possible the convener shall instruct that a vote be taken of eligible members and a majority decision acted upon.

- 15.5. If the votes should be even the convener shall have the casting vote. Voting shall be by show of hands unless a member requests a secret ballot.
- 15.6. All members are entitled to one vote at all general meetings.
- 15.7. The quorum for all Annual, Special and General Meetings shall be five (5) members.
- 15.8. The quorum for any Committee meeting shall be at least half the number of the Committee members.

16. Support:

- 16.1. The Group may elect a Patron, Mentor, Adviser and/or Benefactor at any General Meeting.

17. Committee:

- 17.1. The management of the Group shall be vested in the Committee which shall consist of a minimum of five (5) and a maximum of nine (9) members elected at each Annual General Meeting (AGM).
- 17.2. The Committee may co-opt additional members to the maximum allowable.
- 17.3. At its first meeting following each AGM, the Committee shall appoint a Chair, an Assistant Chair, Secretary, Treasurer and any other officers considered necessary by the Secretary.
- 17.4. The Committee, operating at Incorporation date, shall continue to manage the affairs of the Group in accordance with these rules until the first AGM and subsequently the Committee shall be elected at each AGM.
- 17.5. Nominations for elected positions on the Committee, including office bearers, may be by way of written nominations signed by a current member and endorsed with the consent of the nominee and given to the Secretary at least five (5) days before the day fixed for the Annual General Meeting. No nominations may be withdrawn after the date on which nominations close. If there are insufficient nominations to fill the vacant positions on the Group, oral nominations may be received at the Annual General Meeting, provided that no member will be elected who has not consented to being nominated. Committee members (including those co-opted) shall retire at each AGM but shall be eligible for election at the same and subsequent meetings, provided they have attended two thirds of the Committee Meetings during the previous years except in special circumstances accepted by the Committee.
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- 17.7. The Committee will conduct the affairs of the Group in accordance with the stated objects.

Particular duties include:
- 17.8. Maintaining financial records
- 17.9. Recording the activities of the Group
- 17.10. To receive and distribute funds as provided for in the constitution, keeping a register of current members indicating name and address, date and type of membership
- 17.11. To authorise payments
- 17.12. To determine the level of reimbursement to Committee members for expenses incurred in carrying out the functions of the Group:
- 17.13. To conduct regular meetings (at least six per year).
- 17.14. The Committee shall arrange for an annual audit within three months of the financial year.
- 17.15. The Committee may delegate any of its powers to any sub-committee which it may appoint. Any such sub-committee so appointed shall conform to the powers vested in it by the Committee. The Committee will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Committee. It will not be necessary for any person who is appointed to be a member of any such committee, or to whom such delegation is made, to be a member of the Committee.
- 17.16. A member of the Committee may retire from office upon giving seven (7) days' notice in writing to the Secretary (or Chair in the case of the Secretary) of his/her intention so to do and such resignation shall take effect on the expiration of such notice.
- 17.17. The Committee shall have the power to appoint a member to fill any vacancy which may occur during its term of office.
- 17.18. Any member of the Committee who shall be absent from four (4) consecutive meetings of the Committee without supplying valid reason for so doing shall be deemed to have resigned his/her office. Except for this provision, no elected member of the Committee shall be compelled to vacate his/her office, save for conduct detrimental to the Group's welfare or inconsistent with these rules.

18. Financial Arrangements:

- 18.1. The financial year of the Group will be from 1 July to 30 June the following year.
- 18.2. At the first meeting of the Committee following each Annual General Meeting, the Committee will decide by resolution the following:
 - 18.2.1 how money will be received by the Group;
 - 18.2.2 who will be entitled to produce receipts;
 - 18.2.3 what bank accounts will operate for the ensuing year, including the purposes of and access to accounts;
 - 18.2.4 who will be allowed to authorise the production of payments and the names of payment signatories; and
 - 18.2.5 policy concerning the investment of money by the Group, including the type of investment permitted.
- 18.3. The Committee will ensure that true and fair accounts are kept of all money received and expended.
- 18.4. The Committee will, as soon as practicable after the end of the financial year, arrange for the accounts of the Group for the financial year to be audited by an accountant appointed for that purpose. The audited accounts will be available to the public.

19. Common Seal:

- 19.1. The Committee shall provide for the safe custody of the Seal which shall not be affixed except by the authority of a resolution of the Committee, and in the presence of two members of the Committee, and those two officers of the Committee shall sign every instrument to which the Seal is so affixed in their presence.

20. Indemnity:

- 20.1. The members of the Committee shall not be liable (otherwise than as members) for any loss suffered by the Group, as a result of the discharge of their respective duties, and they shall be entitled to an indemnity out of the assets of the Group for all expenses and other liabilities incurred by them in the discharge of their respective duties. Provided that such member has not committed any fraudulent or dishonest action.

21. Alteration of the constitution:

- 21.1. The constitution may only be amended in any way by a two-thirds majority at any General Meeting provided that no addition to or alteration of the objects' clause, the area of operation clause, the pecuniary profit clause or the winding up clause will be approved without prior consent of the Charities Commission.

22. Interpretation:

22.1. If at any time any matter shall arise which is not provided for in these Rules, or any matter relating to the interpretation of these rules shall arise, the same shall be determined by resolution of the Committee whose decision shall be final.

23. Wind-up of the Group:

23.1. In the event of a winding-up of the Group, the assets of the Group shall be realised, and all debt and liabilities of the Group shall be paid. The net balance of the ordinary funds shall then be disposed of to a non-profit community charitable organisation in the area, which has similar objects to the Group ie to benefit the community in the area or to Christchurch City Council whichever the group decides