



To: The Registrar of Incorporated Societies

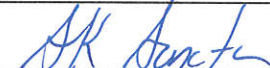
From The New Zealand Disability Support Network Incorporated (NZDSN) Registered
Number 2453666

Changes to the Constitution of NZDSN text underlined to indicate where changes have
been made.

Signed by three board members of NZDSN:







Date: 22/10/20

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1. TERMS

- 1.1 For this Constitution, unless inconsistent with the context the following terms shall have the following meanings:

Term	Meaning
Annual General Meeting	Means the annual general meeting of NZDSN
Annual Meeting Month:	Means the annual general meeting of members to be held by 30 September of each year
Associate Member	Means a member of the type as set out in clause 6.3((b))
Balance Date	Means 30 June
Board	Means the committee of NZDSN (as that term is defined in relevant legislation) and shall comprise of a Chairperson, Deputy Chairperson and up to seven other Members (and Board Member shall mean any one of them)
Chief Executive Officer	Means a chief executive officer of NZDSN to be appointed by the Board
Cheque Signatories:	Means the Chief Executive Officer, Chairperson and such other Board Members as agreed by the Board
Common Seal Signatories:	Means the Chairperson and one other Board Member
Financial Year:	Means the year ending on the Balance Date
Full Member	Means a member of the type as set out in clause 6.3((a))
Life Member	Means a member of the type as set out in clause 6.166
Member	Means either a Full Member, an Associate Member or a Life Member as applicable
Membership Fee	Means the relevant membership fee payable by a member to NZDSN, as provided for on NZDSN's website www.nzdsn.org.nz

Ordinary Resolution	Means a resolution that is approved by a simple majority of those persons present at a meeting and entitled to vote
Quorum for Board Meetings	Means 50% of the current Board Members
Quorum for Members' Meetings	Means the lessor of 20 Full Members or 25% of the total number of Full Members
Relevant Legislation	Means the Incorporated Societies Act 1908 or any replacement act and any other applicable legislation
NZDSN's Address:	Means such place as may be, from time to time, nominated by the Board as the registered office of NZDSN, and the address of the registered office shall appear on all official correspondence.
Special Resolution	Means a resolution passed by at least 75% of those persons present at a meeting and entitled to vote
Subscription Date:	31 July

2. NAME

- 2.1 The name of the association shall be The New Zealand Disability Support Network Incorporated (**NZDSN**).

3. COMMENCEMENT

- 3.1 This constitution will take effect as the rules for NZDSN from the date of their adoption being 24th September 2020 (**Date of Adoption**).

4. PURPOSE

- 4.1 The purpose of NZDSN is to:
- (a) Work collaboratively with disabled people their families and allied agencies to foster a strong, vibrant and inclusive society.
 - (b) Provide leadership for the disability support sector.
 - (c) Support and disseminate research in the field of disability support.
 - (d) Promote workforce development strategies and programmes that support sector capacity, effectiveness and best practice.
 - (e) Address Members' educational and informational needs.

- (f) Ensure good communication with Members and build strong relationships with Members.
- (g) Support the establishment of special interest networks.
- (h) Provide forums where Members can promote and discuss matters of interest and/or concern.
- (i) Negotiate and promote sector benefits that reduce member risks and builds member savings through leverage against collective economies of scale.
- (j) Keep up to date with emerging trends and thinking, both nationally and internationally.
- (k) Research, establish and promote best practice standards.
- (l) Consult with Government to encourage law reforms generally for disabled people and the disability support sector (this purpose is ancillary to NZDSN's other purposes).
- (m) To do all such things as are incidental or conducive to the attainment of the purposes of NZDSN.

5. POWERS OF THE NZDSN

- 5.1 The NZDSN has all of the powers of a natural person necessary for, or ancillary or incidental to, fulfilling the purpose of the NZDSN to the maximum extent permitted by law, including the power to borrow money.

6. MEMBERSHIP

- 6.1 The primary purpose of membership of NZDSN is to enhance and promote the work of NZDSN and to contribute to the achievement of NZDSN's purposes.
- 6.2 Membership of NZDSN is open to organisations and individuals whose aims and purposes are consistent with NZDSN.

Classes of membership

- 6.3 There shall be two categories of membership:
 - (a) Full Members – shall be organisations, whether corporate or otherwise, who provide disability support services.
 - (b) Associate Members – shall be individuals, groups and organisations that have an interest in the disability support sector.
- 6.4 Full Members and Associate Members shall have the rights, privileges and responsibilities as set out in this Constitution.
- 6.5 The Board shall be the final arbiter as to eligibility as a Full Member or Associate Member.
- 6.6 For the purposes of determining the number of members of NZDSN a body corporate that is a Full Member will be treated as being 3 members.

- 6.7 The NZDSN must have not less than 10 Full Members at all times.

Becoming a member

- 6.8 Prospective Members can apply for membership with NZDSN by completing the relevant application form which is available online at www.nzdsn.org.nz. Submission of an application form will be taken as consent of that person to become a Member of NZDSN. It is a requirement of NZDSN that all persons consent to becoming a Member.
- 6.9 Applications shall be considered by the Board at its next meeting. The Board has the ability to approve or decline applications at its sole discretion.
- 6.10 An applicant who has its application accepted by the Board will be required to pay the Membership Fee within 30 days of receiving notification of the acceptance as a Member.
- 6.11 An applicant will become a Member on receipt of its Membership Fee.
- 6.12 On an applicant being confirmed as a member the Board shall ensure that the NZDSN's register of members is updated to reflect the new member. A register of current members shall be held at the NZDSN registered office and shall be updated (if required) following each Board meeting where new membership applications are considered. The register can be accessed by members by contacting the NZDSN office.

Full Member

- 6.13 Each Full Member shall be entitled to one vote at an Annual General Meeting and shall be eligible to be represented on the Board in accordance with clause 1.1
- 6.14 Each Full Member must nominate, from time to time one person who may exercise voting rights on behalf of the Full Member (**Voting Representative**) and persons who may exercise all other rights and privileges of the Full Member (including the right to stand for nomination as a Board Member) (**Nominated Representative**), such nomination must be in writing. The Board may (at its discretion) limit the number of persons who may be nominated to exercise other rights and privileges on behalf of a Full Member in accordance with this clause.

Associate Member

- 6.15 Each Associate Member shall be entitled to attend and participate in Annual General Meetings but shall not be entitled to vote nor have a representative on the Board.

Life Member

- 6.16 Any individual employed by a Full Member may be nominated as a Life Member.
- 6.17 Such Life Member nomination must be in writing and signed by two existing Members as propose and second respectively.
- 6.18 The nomination must be approved by unanimous resolution of the Board.
- 6.19 Life Members will not be required to pay a Membership Fee.
- 6.20 Life Members will not have a right to vote at Annual General Meetings but will enjoy all of the other rights and privileges accorded to Members.

Other Classes of Membership

- 6.21 The Board may establish further classes of membership by ordinary resolution at any meeting of the Board.

7. TERMINATING MEMBERSHIP

- 7.1 Membership of NZDSN may be terminated if:
- (a) a Member fails to pay its Membership Fee despite having received two official reminders from NZDSN and the Board elects not to grant an extension nor waive the Membership Fee;
 - (b) the Board, following due investigation, and at its sole discretion, determines that the Member's conduct is incompatible with the aims and purposes of NZDSN, or has or is likely to bring discredit upon, NZDSN and its Members (this will be subject to the Member's right of appeal contained in clause 27 of this Constitution);
 - (c) if (in the Board's opinion) the Member fails to observe the rules contained within this Constitution or any other regulations made in accordance with this Constitution or applicable legislation; or
 - (d) a Member, by notice in writing, resigns from membership.
- 7.2 Any Member may resign membership by delivering written notice of its resignation to the Board to take effect from the date on which such notice is received by the Board or otherwise as directed by the Member.
- 7.3 Any Member who ceases to be a Member of NZDSN for any reason shall:
- (a) forfeit all rights and privileges accorded to Members and any rights or interests which the Member may hold in any property of NZDSN;
 - (b) be required to immediately return of any NZDSN property in the Member's possession or control;
 - (c) remain liable for any unpaid Membership Fee in respect of the financial year during which the Member ceases to be a Member and for any Membership Fees in arrears or other monies owing to NZDSN in any way whatsoever, and
 - (d) must not hold himself, herself or itself out in the future, as being a Member of NZDSN.
- 7.4 NZDSN shall be empowered to take all such action including proceedings in any Court of Law as may be necessary to secure the return of its property from persons who cease to be Members or to obtain payment of any unpaid membership fees or other monies owing to NZDSN.

8. ELECTION AND REMOVAL OF THE BOARD AND OFFICERS

Board

- 8.1 The Board of NZDSN shall consist of up to nine Board Members to be elected Full Members in accordance with this clause 8 and up to an additional three Board Members appointed in accordance with Rule 8.9.

- 8.2 The elected Members will be elected for a term of three years and are eligible for re-election for a further term of three years (so long as the total period of appointment does not exceed six year) and thereafter cease to be eligible until they have been stood down for a period of two years.
- 8.3 Only Full Members or Nominated Representatives are eligible for election.

Election of Board Members

- 8.4 Nominations for the Board shall be made in writing to NZDSN and shall be submitted no later than 20 working days prior to an Annual General Meeting. All nominations must be proposed and seconded by Full Members of NZDSN and each nomination form must be signed by the nominee. Each nomination must be accompanied by relevant biographical details and a photo.
- 8.5 Where there is only one valid nomination for a position on the Board, that person will be declared elected unopposed. Where there is more than one valid nomination the following procedure will apply:
- (a) there will be a secret ballot (via electronic means or otherwise) of Full Members entitled to vote either by their Voting Representative or by proxy);
 - (b) if no candidate receives a majority of the vote on the first ballot the lowest polling candidate will be removed from the ballot paper and a second ballot will be held;
 - (c) this process will be repeated, if required, until one candidate receives a majority of the votes. The first candidate to receive the majority of the votes will be declared elected; and
 - (d) if more than one vacancy exists, the above process will be repeated for the remaining candidates until the required number of vacancies have been filled.
- 8.6 The officers of the Board shall be the Chairperson and the Deputy Chairperson. The Board shall not have a Treasurer or Secretary.
- 8.7 The Chairperson and Deputy Chairperson will be elected by the Board Members at their first meeting after the Annual General Meeting.
- 8.8 The Board (by ordinary resolution) has the power to appoint a Nominated Representative of a Full Member (with that Nominated Representative's consent) to fill a vacancy not filled at the Annual General Meeting until the next Annual General Meeting.
- 8.9 The Board shall have the power to co-opt (by ordinary resolution) up to three Nominated Representatives with specific skills (or for a specific purpose) to the Boards option. At the end of a co-opted Nominated Representative's appointment, that Nominated Representative will still be eligible for appointment as a Board Member in the ordinary manner for a total term not exceeding six years in total.
- 8.10 The Chief Executive Officer reports to the Board but is not a member of the Board. The Chairperson and Deputy Chairperson shall be appointed by ordinary resolution of the Board annually.

Vacation or Termination of Office

- 8.11 Any Board Member shall be deemed to have vacated office if he or she:

- (a) resigns by notice in writing to the Board or the Chief Executive Officer;
- (b) is suspended or removed by resolution of all other Board Members;
- (c) is removed from office by resolution at an Annual General Meeting passed by a majority of Full Members;
- (d) fails to attend three consecutive Board meetings unless leave of absence is granted by the Board;
- (e) is ineligible at law to be an officer of an incorporated society, including but not limited to the event where he or she:
 - (i) is convicted of a criminal offence punishable by imprisonment; or
 - (ii) is adjudicated bankrupt

Insufficient Number of Board Members

- 8.12 The Board may act despite any vacancy in their body, provided that the total number of Board Members is not less than four.
- 8.13 If the number of Board Members is less than five then (and despite any other rule provided for in this Constitution) the Board shall only be entitled to take all necessary steps to elect or appoint Board Members.

Contact Officer

- 8.14 The Deputy Chairperson shall be deemed to be the Contact Officer unless the Board has otherwise appointed another Board Member to undertake that role.
- 8.15 The Contact Officer's role and duties shall meet the requirements of any Relevant Legislation.
- 8.16 In the event that the position of Contact Officer is vacated in accordance with clause 8.11 the Board shall appoint a replacement Contact Officer as soon as practically possible.

9. MEETINGS OF THE BOARD

- 9.1 Meetings of the Board shall be held a minimum of six times a year or at such times as the Chairperson may direct.
- 9.2 The Chairperson or nominee shall chair all meetings
- 9.3 A Quorum for Board Meetings must be present for all meetings of the Board.
- 9.4 Other than as specifically provided for in this Constitution, every resolution at a meeting of the Board shall be determined by ordinary resolution.
- 9.5 Each Board Member has the right to one vote. In each case of an equality of votes, the Chairperson shall have a deliberative but not a casting vote.
- 9.6 Minutes must be kept of all proceedings at all Board Meetings.
- 9.7 The inadvertent omission of any procedural requirement for any Board meeting will not invalidate the proceedings at that meeting.

- 9.8 The Chairperson may adjourn a Board meeting from time to time and from place to place, but no business can be transacted at any adjourned Board meeting other than the business left unfinished at the Board meeting from which the adjournment took place.
- 9.9 The Chairperson must adjourn the meeting as above if directed to do so by the Board Members present at that meeting.
- 9.10 The Board has the power to remove a Board member by unanimous vote (excluding the Member being considered in the vote).
- 9.11 Anything that may be done by the Board by resolution passed at a meeting may be done by written resolution without a meeting in circumstances where:
- (a) notice of the proposed resolution to be passed by written resolution is sent to all Board Members in advance;
 - (b) The resolution is signed by at least 50% of the Board Members (being consistent with the Quorum for Board Meetings requirement).; and
 - (c) a copy of the written resolution shall be sent to all Board Members that did not sign it.
- 9.12 A Board meeting may take place:
- (a) in person; or
 - (b) by participating in the meeting by means of audio, audio and visual, or electronic communication; or
 - (c) a combination of 9.12(a) and 9.12(b) above.
- 9.13 A Board Member who is interested in a matter relating to NZDSN:
- (a) must not vote or take part in decisions 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 committee decides otherwise).
- 9.14 If 50% or more of the Board Members are prevented from voting on a matter a Special Meeting of Members must be called by the Board to consider and determine the matter.

10. POWERS OF THE BOARD

- 10.1 The Board shall control and manage the affairs of NZDSN, its funds and all activities carried out by, or on account, of NZDSN.
- 10.2 In addition to any powers granted to NZDSN by Relevant Legislation, the Board of NZDSN shall have the specific powers:
- (a) power to appoint sub-committees to carry out particular duties as deemed necessary.
 - (b) power to appoint a Chief Executive Office.

- (c) power to open and operate bank accounts in the name of NZDSN.
- (d) Power to invest funds with approved institutions.
- (e) power to borrow or raise money for the pursuit of NZDSN's purposes.
- (f) power to give guarantees.
- (g) power to enter into contracts on behalf of NZDSN.
- (h) power to acquire, establish, provide and/or maintain land, buildings or any for the purpose of NZDSN
- (i) power to manage and administer all grants
- (j) power to make changes for the provision of services
- (k) power to do all such other things as are incidental or conducive to the attainment of NZDSN's purpose.

10.3 The powers set out in clause 1.1 above may be altered or varied at any time by the passing of an ordinary resolution of Full Members at an Annual General Meeting.

11. FINANCIAL

- 11.1 All funds received by NZDSN must be paid into NZDSN's designated bank account.
- 11.2 All cheques or withdrawals made from the bank account must be signed by the Cheque Signatories.
- 11.3 The Board must arrange for annual accounts of NZDSN to be promptly prepared in accordance with accepted accounting principles after the Balance Date each year.
- 11.4 The annual accounts for the preceding Financial Year must be submitted at each Annual General Meeting.
- 11.5 NZDSN's books may be audited.
- 11.6 If an auditor has been appointed, the auditor's report must be submitted to the Annual Meeting with the annual accounts.
- 11.7 Whether an auditor will be appointed, shall be voted upon at the Annual Meeting each year.

12. SUBSCRIPTIONS

- 12.1 The annual Membership Fees will be set by the Board.
- 12.2 The Board may fix different Membership Fees for individual Members and Members who are organisations.
- 12.3 Membership Fees must be paid by the Subscription Date each year.
- 12.4 No person whose Membership Fee is due and not paid may vote at a meeting of Members or enjoy any of the other rights or privileges of Membership.
- 12.5 Clause 7.1 may apply in the event of non-payment of fees.

13. MEETINGS

13.1 Special General Meeting

- (a) A Special Meeting may be called by the Board.
- (b) 21 days' written notice must be given to Members along with notice of the business to be transacted.
- (c) At least 25% of the total number of Members can requisition a Special General
- (d) At least 75% of the total number of Members is required to requisition a Special Meeting in the event the business being considered is a lack of confidence in the Board or alteration to this Constitution.

13.2 Annual General Meeting

- (a) An annual meeting of Members should be held every year by 30 September at such time and place as the Board determines.
- (b) The following business will be considered at the Annual General Meeting:
 - (i) Adoption of the minutes of the previous Annual General Meeting and any Special Meetings since the last Annual General Meeting
 - (ii) Presentation of an Annual Report
 - (iii) Presentation of audited financial statements including a balance sheet and statement of accounts²
 - (iv) The election of persons to vacated Board positions as required
 - (v) The appointment of an auditor
 - (vi) Notices of motion
 - (vii) General business
- (c) The Annual Report and accounts shall be circulated to all Full Members.
- (d) Notice of the Annual General Meeting and the call for notices of motion, remits, any special resolutions and nominations shall be made by the Board 30 working days prior to the Annual General Meeting.
- (e) Notices of motion, remits, any proposed special resolution and nominations shall be forwarded in writing to the Board no later than 30 working days before the Annual General Meeting and distributed promptly to Members (no later than 5 working days before the Annual General Meeting).
- (f) Items of general business may be discussed at the Annual General Meeting provided prior notice has been given in writing to the Board no later than 15 working days before the Annual General Meeting.
- (g) Failure to hold the Annual General Meeting in the Annual Meeting Month will not invalidate the proceedings of an Annual Meeting which is held in any other month.

13.3 Meetings may be held by those participating:

- (a) being assembled together at the time and place appointed for the meeting; or
- (b) by means of audio, audio and visual, or electronic communication; or

- (c) by a combination of both the methods described in paragraphs 13.3(a) and 13.3(b) above.
- 13.4 The Chairperson shall chair all Special General Meetings and Annual General Meetings.
- 13.5 The accidental omission to give a notice of a meeting to, or the non-receipt of a notice of a meeting by, any Member will not invalidate the proceedings at that meeting.
- 13.6 All decisions of Members' meetings will be made by an ordinary resolution unless these rules in this Constitution provide otherwise.
- 13.7 Minutes must be kept of all proceedings at all Members' meetings.
- 13.8 Except as provided in the rules contained within this Constitution and any regulations made under this Constitution, each meeting of the Members may regulate its own procedure.
- 13.9 The inadvertent omission of any procedural requirement for any Member's meeting will not invalidate the proceedings at that meeting.

14. VOTING

- 14.1 Voting at each meeting of Members will be by:
 - (a) voting by voice;
 - (b) voting by show of hands;
 - (c) secret ballot
- 14.2 The Chairperson will decide which method is used but must comply with any request for voting by a show of hands made by a Member entitled to vote.
- 14.3 A declaration by the Chairperson that a resolution is carried by the necessary majority is conclusive evidence of that fact.
- 14.4 The Chairperson will be entitled to a second or casting vote in the event of a deadlock.
- 14.5 Subject to the rules contained in this Constitution every Full Member present has one vote.
- 14.6 The Board may exercise its discretion to permit voting by electronic means.
- 14.7 The rules applying to quorums and voting will, with any necessary changes, apply to voting by way of electronic means.
- 14.8 The Board must make sure that Members are fully informed of all relevant issues relating to voting by electronic means.
- 14.9 The Board may otherwise decide how to conduct a vote by electronic means.

15. QUORUM

- 15.1 Subject to the rest of this clause no business may be transacted at an Annual General Meeting or a Special Meeting if a Quorum for Members' Meetings is not present.

- 15.2 If a quorum is not present within 30 minutes of the start time for the meeting, the meeting will be adjourned to:

- (a) The same day in the following week at the same time and place; or
- (b) To a date (at least five working days later) and at a time and place all fixed by those Members who are present.

If a quorum is not present at this second meeting within 30 minutes of the start time, the Members present will be a quorum.

16. PROXIES

- 16.1 A Full Member may appoint a proxy to vote on behalf of the Full Member at a meeting of Members.
- 16.2 The appointment must be in writing and received by the Board at least 24 hours before the start time for the meeting.
- 16.3 The appointment may require the proxy to vote in the manner specified in the appointment.
- 16.4 A Full Member will be deemed to be present at a meeting of Members if his or her properly appointed proxy is present.

17. SUSPENSION

- 17.1 Despite the complaints and disciplinary procedure set out in this Constitution, the Board has the power at any time to suspend from Membership any Member whose conduct it considers, at its sole discretion, is detrimental to the best interests of NZDSN.

18. MEMBERS PECUNIARY GAIN (NO PROFIT)

- 18.1 No part of the funds or property of NZDSN shall be paid directly or indirectly to any Member of NZDSN provided that nothing in these rules shall prevent:
 - (a) reasonable payments of salaries, wages or other payments for services to Members and offices who provide professional services rendered on arm's length terms;
 - (b) full reimbursement to Members and officers for any reasonable expenses legitimately incurred on behalf of NZDSN or while pursuing the NZDSN's purpose;
 - (c) Payment pursuant to a transaction with a member on arm's length terms; or
 - (d) Incidental benefits for members (for example, trophies, prizes, or discounts on products or services) so long as such incidental benefits are in accordance with the purposes of the NZDSN.
- 18.2 In any such case the Member concerned shall not participate in any decision on payment whether to the Member personally or any associated person or entity.

19. NO RULES

- 19.1 If any matters for which there is no applicable rule contained within this Constitution or regulation contained within Relevant Legislation, then the matter will be decided by the Board.
- 19.2 The Board's decision will be final.

20. ALTERATION TO RULES

- 20.1 This Constitution may be changed or amended by a special resolution of Members (being not less than 75% of all Members entitled to vote) at a Special General Meeting or Annual General Meeting.

21. COMMON SEAL

- 21.1 The Society will have a Common Seal.
- 21.2 The use of the Common Seal must be authorised by the Board.
- 21.3 The affixing of the Common Seal must be witnessed by the Common Seal Signatories.
- 21.4 The Common Seal will be kept under the control of the Chief Executive Officer or any other person appointed by the Board.

22. REGISTERED OFFICE

- 22.1 The Board may change NZDSN's Address from time to time.
- 22.2 The Board must give the Registrar of Incorporated Societies and the Members written notice of any change of NZDSN's Address.

23. SERVICE OF NOTICES

- 23.1 Every notice required to be given to a Member or a Board Member will be deemed to have been given when it is posted by pre-paid post to, or left at, the Member's last known address or place of business, or electronically sent to the Member's last known email address.
- 23.2 Notices may be given to Members or Board Members in person.

24. CONFIDENTIALITY

- 24.1 The affairs of NZSDN are confidential and Members must not disclose them to any third party except when agreed by Board members at the meeting:
 - (a) for the purposes of obtaining professional advice; or
 - (b) to the extent required.
- 24.2 Each Member's obligations in this clause continue after their Membership ceases.

25. MEMBERS BOUND BY CONSTITUTION

- 25.1 All Members are held to, consent to and are bound by this Constitution.

26. DISSOLUTION

- 26.1 The NZDSN may be wound up or put into liquidation by an ordinary resolution at a Member's Meeting or otherwise in accordance with the procedures (including any notice requirements) specified in Relevant Legislation. Such resolution must be confirmed at a second Member's meeting to be held not less than 30 days' after the initial resolution was passed.
- 26.2 In the event of the NZDSN being wound-up or put into liquidation, the property and surplus assets (of NZDSN after payment of NZDSN's liabilities) and the expenses of the winding-up shall be distributed to the successor of NZDSN, provided such successor is an organisation having charitable purposes as defined in section 5(1) of the Charities Act 2005 within New Zealand and is set up to support and foster the interests of disabled people. If no such organisation can be found, then to an organisation registered under the Charities Act 2005 having a similar charitable purpose or purposes to those of NZDSN as defined in section 5(1) of the Charities Act 2005.

27. COMPLAINTS AND GRIEVANCES PROCEDURES

Complaints or Grievances

- 27.1 A complaint or grievance against any Member or NZDSN should be made to the Chief Executive Officer.
- 27.2 Upon receiving a complaint or grievance the Chief Executive Officer will review the information and, providing the complaint or grievance is not deemed to be vexatious or malicious, the complaint will be referred to the Board for consideration.
- 27.3 If a complainant's complaint or grievance directly involves the Chief Executive Officer then the complaint may be made to the Board without having to refer it to the Chief Executive Officer.
- 27.4 If a complainant's complaint or grievance directly involves a member of the Board then the complaint may be made to the Chief Executive Officer or the Chairperson of the Board who shall manage the conflict in such circumstances as they see fit.
- 27.5 The Board may decide not to proceed with a matter on reasonable grounds including if the matter in its view is trivial, is insufficiently detailed, is without foundation or the conduct, incident, event, or issue has already been investigated and dealt with by or on behalf of NZDSN.

Investigations

- 27.6 The Board may undertake an investigation in any manner and on terms it sees fit, including of its own volition.

Right to respond

- 27.7 Where a complaint is made against a Member, or the Board is considering exercising its rights of termination under clauses 7.1(a), 7.1((b)) or 7.1((c)) the Member will be given notice of the complaint or issue and the reasons for it.

27.8 The Member shall be accorded reasonable time to remedy any default which can be remedied and a reasonable opportunity to explain its actions. Such explanation may be given by:

- (a) letter to the Board;
- (b) in person before the Board either with or without a representative, or
- (c) by a representative who appears before the Board.

Outcome

27.9 If the Board decides:

- (a) the complaint is warranted; or
- (b) the default cannot be remedied or is not remedied within the time allowed by the Board; or
- (c) it does not accept the Member's explanation or if an explanation is not offered by the Member,

the Board may give written notice of termination of membership to the Member or of any other outcome the Board deems appropriate.

Conflicts on complaints or grievances

27.10 A Board Member may not act as a decision maker in relation to a complaint or grievance if two or more other Board Members consider that there are reasonable grounds to believe that the Board Member may not be impartial or are not able to be able to consider the matter without a predetermined view.

28. INTERPRETATION

28.1 In these Rules:

- (a) a reference to a person includes any other entity or association recognised by law and the reverse;
- (b) words referring to the singular include the plural and the reverse;
- (c) clause headings are for reference purposes only; and
- (d) a reference to a statute includes:
 - (i) all regulations under that statute;
 - (ii) all amendments to that statute;
 - (iii) any statute substituting for it which incorporates any of its provisions; and
 - (iv) all periods of time or notice exclude the days on which they are given.

