



Constitution of TR Register New Zealand Incorporated

Draft for Approval

August 2025

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1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions:** In this Constitution, unless the context otherwise requires:

Act means the Incorporated Societies Act 2022.

AGM is an annual General Meeting of the Register as further described in clause 5.1.

Annual subscription means the annual payment (plus GST if any) to be made by a Member to the Register in respect of their Membership for a Financial Year, set in accordance with this Constitution as set out in clause 7.

arms-length terms means:

(a) terms that:

(i) would be reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or

(ii) are less favourable to the Member than the terms referred to in subparagraph (i); and

(b) the salary, wages, or other payments for services, or other transaction, does not include any share of a gain, profit, or surplus, percentage of revenue, or other reward in connection with any gain, profit, surplus, or revenue of the Society.

Balance Date means 30 September and is the final date in the Society's financial year.

Committee means the Members from time to time elected or appointed to manage the affairs of the Society as further described in clause 8 and **Committee Members** are those Members.

Constitution means this Constitution as amended or added to, including all schedules to this Constitution.

Contact Person(s) has the meaning described in clause 9.

Disputes Procedure has the meaning described in clause 12.2.

donee organisation has the meaning described in sLD3(2) Income Tax Act 2007.

Elected Committee Members are Committee Members elected in accordance with clause 8.5(a).

Family/Partner Member has the meaning described in clause 4.3(b).

Member means each person who is a member of the Society from time to time, as described in clause 4 and **Members** has a corresponding meaning.

Non-GAAP standard has the meaning described in s5 Financial Reporting Act 2013.

Officer means an officer as defined in s5(1) of the Act.

President has the meaning described in clause 8.21.

Register means TR Register New Zealand Incorporated, incorporation number 260556, New Zealand Business Number 9429042893455.

Register of Members has the meaning described in clause 4.7.

Register Website has the meaning described in clause 4.7(b).

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

Registrar's Website means the incorporated societies website at <https://is-register.companiesoffice.govt.nz/>.

Regulations means the Incorporated Societies Regulations 2023.

Special General Meeting has the meaning described in clause 5.2(a).

Special Resolution means a resolution of the Register in General Meeting passed by a majority of not less than two-thirds of the Members present in person or by proxy and entitled to vote.

Voting Member means an Ordinary Member or Honorary Life Member.

working day means a day that is not a Saturday, Sunday, a public holiday or a regional holiday in New Zealand between the hours of 9:00am and 5:00pm.

1.2 **Interpretation:** In this Constitution, unless the context otherwise requires:

- (a) **Clauses and schedules:** A reference to a clause or to a schedule is a reference to clauses in, and schedules to, this Constitution. Each schedule forms part of this Constitution.
- (b) **Documents:** References to any document (however described) are references to that document as modified, novated, supplemented, varied or replaced from time to time and in any form, whether on paper or in an electronic form.
- (c) **Headings:** The headings in this Constitution are inserted for convenience and reference only and do not affect the meaning or interpretation of this Constitution.
- (d) **Inclusive expressions:** The term “includes” or “including” (or any similar expression) is deemed to be followed by the words “without limitation”.
- (e) **In writing:** References to “writing” will be construed as including references to words printed, typed, or any words sent by email or other electronic form, or otherwise reproduced.
- (f) **Persons:** References to a “person” include an individual, company, corporation, partnership, firm, joint venture, association, trust, unincorporated body of persons, governmental or other regulatory body, authority or entity, in each case whether or not having a separate legal identity.

- (g) **Plural and singular:** References to the singular include the plural and vice versa.
- (h) **Statutory provisions:** References to any statutory provision are to statutory provisions in force in New Zealand and include any statutory provision which amends, replaces or re-enacts it, and any bylaw, regulation, order, statutory instrument, determination or subordinate legislation made under it.
- (i) **Statutory timeframes:** References to any timeframes set by statutory provisions are to timeframes in force in New Zealand and include any revised timeframe which amends, replaces or re-enacts it under any bylaw, regulation, order, statutory instrument, determination or subordinate legislation made under it.
- (j) **Negative obligations:** Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

2. NAME AND REGISTERED OFFICE

- 2.1 **Name:** The name of the society is TR Register New Zealand Incorporated known as the Register.
- 2.2 **Name change:** Any change to the name of the society will be in accordance with s117 of the Act. Any change to the Society's name will be updated on the Registrar's Website.
- 2.3 **Registered office:** The registered office of the Register is the address of the Secretary or at such other place as the Committee nominates from time to time. Any change to the Register's registered address will be updated on the Registrar's Website not less than 5 working days prior to the address being changed.

3. OBJECTS AND PURPOSES

- 3.1 **Objects/Purposes:** The Register is formed for the following objects and/or purposes for the benefit of Members:
 - (a) preservation and promotion of the Triumph TR Marque by provision of relevant activities and services including, if necessary, through the importing, stocking and distribution of spare parts;
 - (b) maintaining an historic register of Triumph TR cars and derivatives in New Zealand including past and present owners as further described in clause 4.7(b);
 - (c) fostering of amateur motoring and sporting events, social functions and outings through the co-operation and interest of like-minded enthusiasts;
 - (d) fostering road courtesy and safe driving;
 - (e) co-operation or affiliation with other motor sport bodies and motor sport enthusiast groups or bodies to promote any of the above objects; and
 - (f) such other activities as the Committee considers conducive to the above objects.

- 3.2 **No financial gain:** No Member may receive any pecuniary benefit from the activities of the Register. That shall not preclude the Committee from entering into an agreement or arrangement with a Member for the supply of goods or services to the Register on an arm's length commercial basis.
- 3.3 **Arms-length transactions:** A Member may enter into any agreement or understanding with the Register for the supply of any goods or services on terms and conditions that would be reasonable if that person were not a Member.

4. MEMBERSHIP OF REGISTER

- 4.1 **Number of Members:** The Register will have a minimum of 10 Members at all times.
- 4.2 **Rights and responsibilities of Members:** Members have the rights and responsibilities set out in this Constitution. All Members shall promote the purposes of the Register and do nothing to bring the Register into disrepute.
- 4.3 **Types of Members:** The Register has the following membership types:
- (a) **Ordinary Members:** natural persons entitled to vote at general meetings of the Register;
 - (b) **Family/Partner Members:** the husband/wife/partner of an Ordinary Member and any child or children under the age of 18 years living at the same address as an Ordinary Member. Family/Partner Members shall be exempt from paying the Annual Subscription and shall not be entitled to vote. Subject to clause 8.5, a Family/Partner Member may hold office.
 - (c) **Honorary Life Members:** persons who have been appointed to that position by resolution of the Committee. Honorary Life Members shall have all rights of Ordinary Members. They shall not be required to pay Annual Subscriptions which fall due after they are elected an Honorary Life Member.
 - (d) **Additional Member categories:** from time to time the Committee may create such further categories of Membership as it considers are in the best interests of the Register including categories for groups and body corporates.
- 4.4 **Consent to and becoming a Member:**
- (a) A person consents to membership by submitting an application for membership to the Register in the form prescribed by the Committee from time to time.
 - (b) A person becomes a Member of the Register when the Committee accepts their application for membership.
 - (c) The Committee shall have absolute jurisdiction to decide whether an applicant for membership fulfils any criteria for membership of the Register, and an absolute discretion to decide whether or not an

application shall be accepted. The Committee shall advise an applicant of its decision and its decision shall be final.

4.5 **Ceasing Membership:** A Member ceases to be a Member when, and effective from, the date the Member:

- (a) gives notice in writing to the Register that the Member is resigning their membership, effective from the date the notice is received; or
- (b) fails to pay the Annual Subscription in accordance with clause 7.3(c), effective from the 60th day after the due date; or
- (c) dies, effective from the date of death; or
- (d) receives notice, subject to the disputes process in clause 12 and based on any recommendation or findings made during that process, if the Committee is of the view, acting reasonably, that a Member has breached or is breaching this Constitution or that their action or inaction has brought or is likely to bring the Register into disrepute, the Committee may by simple majority vote to terminate Member's membership and notify the Member of the decision by written notice, with immediate effect,

Resignation or termination of membership does not relieve a person of any obligation or liability incurred while the person was a Member.

4.6 **Not assignable:** The rights, privileges and obligations of a Member are not assignable.

4.7 **Registers:**

- (a) **Register of Members:** The Register will maintain a register of Members which, subject to clause 4.7(c), will be available to other Members. The Register of Members will record for each Member:
 - (i) name and contact details; and
 - (ii) other information as may be specified by the Committee.
 - (iii) the dates on which each Member:
 - A became a Member; and
 - B ceases to be a Member.
- (b) **TR Register:** The Register will maintain a register of Triumph TR Marque vehicles. The TR Register will be maintained by the Register and available to Members. The TR Register will record for each vehicle:
 - (i) Model;
 - (ii) Year;
 - (iii) Engine number;
 - (iv) Commission number;

- (v) Ownership details (where known);
 - (vi) Current owner's contact details (where known);
 - (vii) Any other information the Committee deems necessary, and
- (c) **Restricted access:** Any Member wishing to have any personal information described in clause 4.7(a) and/or (b) withheld from general access by other Members may notify the Secretary.
- (d) **Member information:** Members must notify the Register of any change to the Member's information on the Register of Members and/or TR Register.
- (e) **Access to information:** Members may make a written request to the Register for information held by the Register at any time. The request must specify the information sought in sufficient detail for it to be identified. Within a reasonable time of receiving the request the Register will:
- (i) provide the information; or
 - (ii) agree to provide the information within a specified period; or
 - (iii) agree to provide the information within a specified period if the Member pays a reasonable charge, specified and explained to the Member, to meet the cost of providing the information; or
 - (iv) refuse to provide the information, specifying the grounds set out in s81 of the Act which apply to the refusal.

Nothing in this clause limits the Information Privacy Principle 6 of the Privacy Act 2020.

5. GENERAL MEETINGS

5.1 **Annual general meeting:** The Register must hold an annual General Meeting (**AGM**), not later than 6 months following the Balance Date and no more than 15 months after the date of the previous AGM. The Committee will determine the time and place of each year's AGM.

5.2 **Special General Meetings:**

- (a) A General Meeting other than an AGM (**Special General Meeting**) may be requested:
- (i) by the President; or
 - (ii) by a majority of the Committee; or
 - (iii) by written requisitions signed by not less than 10 Members entitled to vote,

and the Contact Person shall call a Special General Meeting within eight weeks of receiving an effective request.

- (b) No business other than that set out in the notice of meeting may be conducted at a Special General Meeting.

5.3 **Notice of General Meetings:** A notice of an AGM or Special General Meeting must be sent to every Member not less than four weeks before the date of the AGM and not less than four weeks before the date of a Special General Meeting. The notice must specify:

- (a) the date, time and venue of the meeting; and
- (b) the nature of business to be transacted; and
- (c) the text of any resolutions to be voted on; and
- (d) any Member motions submitted and accepted in accordance with clause 5.9 including supporting information (where applicable and practical); and
- (e) the right (if any) to appoint a proxy or to vote electronic means and include applicable voting form(s) by which Members may exercise those rights; and
- (f) for an AGM, a copy of the financial statements described in clause 11.3 and the auditor's report (if any) for the financial year; and
- (g) for an AGM, information about nominees for the Committee.

5.4 **Method of meetings:** Meetings may be held in person, by audio, audio-visual or other electronic means or by a combination of those methods.

5.5 **Information presented at the AGM:** The following must be presented at the AGM:

- (a) the annual report on the operations and affairs of the Register during the preceding year;
- (b) the financial statements described in clause 11.3;
- (c) disclosure of interests made by Officers under 10.2; and
- (d) any other information prescribed in regulations from time to time.

5.6 **Business of the AGM:** In addition to receiving and, where applicable, approving the information described in clause 5.2, the AGM will conduct the business set out below:

- (a) hold Committee elections;
- (b) consider motions and other business of which notice has been given or is accepted by the majority of Members entitled to vote who are present.

5.7 **Quorum:** No business may be transacted at any General Meeting of the Register unless a quorum of not less than 15 Members eligible to vote at General Meetings is present. Members may be present:

- (a) in person; or

- (b) by proxy (if applicable); or
- (c) participating in the meeting by means of audio, audio and visual, or electronic communication; or
- (d) a combination of the above.

5.8 **Chairperson:** The chairperson at any General Meeting shall be:

- (a) the President of the Register; or
- (b) if the President is not available and willing, those Committee Members who are present may choose one of their number to chair the meeting; or
- (c) if no selection is made under clause 5.8(b), the Members present and entitled to vote may select one of the number to chair the meeting subject to obtaining the consent of that Member.

5.9 **Member motions:**

- (a) A Voting Member may request a motion be voted on at a General Meeting by giving notice to the Secretary at least five weeks prior to the meeting. The Voting Member may provide supporting information if applicable.
- (b) Requested motions will be accepted at the discretion of the chairperson.

5.10 **Failure to give notice:** The accidental omission to give notice or a Member not receiving such notice does not invalidate the proceedings at any General Meeting.

5.11 **Minutes:** The Committee must ensure that minutes are kept of every General Meeting of the Register.

5.12 **Resolution in lieu of General Meeting:** Resolutions in lieu of a General Meeting are not permitted.

5.13 **Access to minutes and financial statements:** Members may make a written request for:

- (a) the financial statements presented at the most recent AGM of the Register; and/or
- (b) minutes of the most recent General Meeting of the Register,

the Register will provide the requested information without charge within a reasonable period of receiving the request.

5.14 **Adjournment:** If a quorum is not present within 30 minutes after the time appointed for the General Meeting:

- (a) If, within half an hour after the time appointed for the holding of a general meeting of the Register, a quorum is not present, the meeting, if convened on requisition of Members, shall be dissolved.
- (b) In any other case, such meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such time and place, as the chairperson of the adjourned meeting shall determine.

5.15 Adjourned meetings:

- (a) No business other than the business which might have been transacted at the meeting from which the adjournment took place may be transacted at any adjourned meeting.
- (b) Notice of the adjourned meeting will be provided not less than three days before the date of the adjourned meeting.

6. VOTING

6.1 Voting: Each Member of the Register who holds voting rights is entitled to one vote on a matter.

6.2 No vote: A Member may not vote on a matter if:

- (a) the Member's Annual Subscription or any other amounts are overdue for payment to the Register; or
 - (b) the Member is in breach of their obligations under this Constitution,
- until all outstanding amounts have been paid in full and/or any other breaches have been remedied.

6.3 Voting at meetings: At any General Meeting:

- (a) a resolution may be put to the vote by the chairperson of the meeting;
- (b) resolutions put to the vote shall be decided on by show of hands unless a ballot is demanded before the vote is taken by:
 - (i) the chairperson of the meeting; or
 - (ii) at least 50% of the Members present in person or by proxy;
- (c) where a resolution is put to the vote of the meeting by show of hands, a declaration by the chairperson that the resolution has been carried or lost or an entry to that effect in the Register's minute book, is conclusive evidence of that fact without further proof of the number or proportion of votes recorded in favour of or against the resolution;
- (d) resolutions are passed by a majority of votes unless a Special Resolution or the unanimous resolution of all Members is required by this Constitution;
- (e) In the event of a tie the chairperson/will not have a casting vote. In the event of a tied vote, a motion will not pass.

6.4 **Electronic and proxy votes:**

- (a) At the sole discretion of the Committee, Members may be permitted to vote by electronic means or by proxy.
- (b) If permitted, Members may appoint a proxy by notice in writing signed by the Member or, in the case of electronic notice, sent by the Member. A proxy for a Member is entitled to attend and be heard and vote at a General Meeting as if the proxy were the Member.
- (c) When permitted, electronic votes and notices of proxy must be received by the person specified and within the timeframe specified by the Committee.
- (d) All electronic votes received in advance of the applicable meeting within the timeframe specified in accordance with clause 6.4(c) will be counted prior to the meeting and the number of votes in favour and against each resolution will be presented to the chairperson of the meeting a summary of such votes will be annexed to the minutes of the meeting.

7. **ANNUAL SUBSCRIPTION**

7.1 **Annual Subscription:**

- (a) The Annual Subscription for the following year will be set by the Committee.
- (b) The Annual Subscription is due on 1 October each year.

7.2 **Differing Annual Subscriptions:** The Committee may set different Annual Subscriptions for different categories of Members.

7.3 **Failure to pay Annual Subscription:** If a Member fails to pay their Annual Subscription by the due date:

- (a) the Committee will notify the Member of the overdue amount; and
- (b) the Member's Membership rights, including voting rights, will be suspended until such time as the Annual Subscription is paid in full; and
- (c) if the Annual Subscription remains unpaid for 60 days after the notification in (a), the Member's membership will be terminated.

7.4 **Differing Annual Subscriptions:** If considered appropriate by the Committee in a particular case or category of cases, the Annual Subscription may be varied or fixed by the Committee for that particular case or category of cases.

8. **COMMITTEE**

8.1 **Powers and duties:**

- (a) Subject to any restrictions set out in the Act or this Constitution, the Committee has all powers necessary for managing the operation of the Register.

- (b) Except where a right, power or discretion is expressly reserved to the Members under the Act or this Constitution, the Committee may exercise a right, power or discretion on behalf of the Register.
- (c) Each Committee member must comply with all duties required of an "officer" under the Act.

8.2 Delegation of powers to subcommittee:

- (a) The Committee may delegate any of its powers to sub-committees consisting of Members of the Register.
- (b) Any sub-committee will comply with the directions of the Committee in the exercise of those powers and will not prevent any exercise of power or performance of any duty by the Committee.
- (c) A sub-committee may exercise or perform the powers or duties delegated to the Committee in the same way and with the same effect as if the Committee had done so.
- (d) The Committee may at its discretion regulate the proceedings of sub-committees, may revoke any sub-committee delegation and/or disestablish any sub-committee.

8.3 Composition: The minimum number of Committee Members shall be six comprised of:

- (a) President;
- (b) Treasurer;
- (c) Secretary;
- (d) A minimum of three and not more than six additional Committee Members.

8.4 Changes to Committee composition: any change to the number of Committee Members will be determined by resolution of the Members at a General Meeting of the Register.

8.5 Election of Committee Members: Persons wishing to be elected to the Committee must be qualified to be Officers under s47 of the Act.

- (a) Persons wishing to be elected to the Committee must notify the Committee at least four weeks before the AGM by sending a nomination signed by the proposer, a seconder and the nominee all of whom must be Members.
- (b) Committee Members will be elected by the Members at the AGM from amongst the Members.
- (c) If there are insufficient nominations for Committee Members prior to the AGM, nominations may be taken at the meeting.
- (d) On election, or appointment where clause 8.7 applies, all Committee Members must:

- (i) consent in writing to being a Committee member; and
- (ii) certify they are not disqualified from holding office due to any reason set out in s47(3) of the Act,

by completing the form available on the Registrar's Website.

8.6 **Term:** Subject to clause 8.7, Committee Members will hold their position from the date following the AGM at which they were elected until the earliest of:

- (a) the third AGM following their election; or
- (b) the date the Committee Member resigns by giving 12 weeks' notice (or such other period is agreed by the Committee); or
- (c) the date from which the Committee Member becomes disqualified from being a Committee member in accordance with s47 of the Act; or
- (d) if the Committee Member has been absent from three Committee meetings without leave of absence from the Committee, the date of the third such Committee meeting; or
- (e) subject to the disputes process in clause 12 and taking into consideration any recommendation or findings made during that process, if the Committee is of the view, acting reasonably, that a Committee Member has breached or is in breach of their obligations under this Constitution or the Act, or that their action or inaction has brought or is likely to bring the Register into disrepute, the Committee may resolve by majority decision to terminate the Committee Member's term, effective from the date the Committee member is notified of such decision; or
- (f) the date on which the Committee passes a vote of no confidence in the Committee Member; or
- (g) the date on which the Committee Member ceases to be a Member of the Register; or
- (h) the date on which the Committee Member dies,
- (i) the date the Committee Member is removed from the position by the Members in a General Meeting; or
- (j) the date the Committee Member ceases to be a Member of the Register,

and must return all Register documents and other property to the Committee within four weeks of ceasing to be a Committee Member unless otherwise agreed with the Committee.

8.7 **Co-opted Committee Member:** The Committee may co-opt Members (with their consent) to hold office until the next AGM.

- 8.8 **Notice to Registrar:** Notice of any change to Committee Members must be notified to the Registrar via the form available on the Registrar's Website within 20 working days of the change.
- 8.9 **Conduct of meetings:**
- (a) The Committee may meet together, adjourn or otherwise regulate its meeting and procedures for conducting its business as it thinks fit.
 - (b) Meetings may be held in person, by audio link, audio-visual link or other electronic communication or by a combination of these methods.
 - (c) The Committee may meet at any time and the Secretary will convene a meeting of the Committee at the request of:
 - (i) the President; or
 - (ii) not less than 50% of Committee Members.
- 8.10 **Chairperson:** The President of the Register will be the chairperson of the Committee and will chair meetings of the Committee. If the President is not available and/or willing, those Committee Members who are present at a Committee meeting may choose one of their number to chair the meeting; or
- 8.11 **Casting vote:** In the event of a tied vote on any Committee matter, the chairperson will have a casting vote.
- 8.12 **Quorum:**
- (a) A majority of Committee Members form a quorum for a Committee meeting.
 - (b) No Committee business may be conducted unless a quorum is present, in which case the meeting will be adjourned to a date, time and place agreed by the Committee Members present and notice of the adjourned meeting will be provided to Committee Members not less than three days' prior to the adjourned meeting.
- 8.13 **Voting:**
- (a) Resolutions of the Committee will be passed by simple majority;
 - (b) Each Committee member is entitled to exercise one vote;
 - (c) The Contact Person will not be entitled to vote unless the Contact Person is also an Elected Committee Member;
 - (d) A resolution may be passed in writing in lieu of at a Committee meeting by the resolution being signed by the number of Committee Members that would constitute a quorum at a Committee meeting.
 - (e) Committee Members may vote on a resolution by electronic means.
- 8.14 **Minutes:** The Committee must ensure that minutes are kept of all Committee and sub-committee meetings. All business transacted at each such meeting and the minutes of such meeting signed by the chairperson of the Committee meeting shall be presumed a correct and accurate record of the business

transacted at such meeting without any further proof of the facts contained in such minutes.

- 8.15 **Policies:** The Committee may make and amend policies, procedures and bylaws from time to time for the conduct and control of Register activities and codes of conduct applicable to Members. No policies, procedures and bylaws shall be inconsistent with this Constitution, the Act or any regulations under the Act or any other legislation. Any such policies, procedures and/or bylaws will be available to any Member on request.
- 8.16 **Committee responsibilities:** The Committee will allocate such responsibilities among the Committee and any subcommittees as it considers necessary or desirable to carry out the purposes of the Register.
- 8.17 **Group leaders:** From time to time the Committee may appoint group leaders to co-ordinate the activities of Members in geographic locations throughout New Zealand.
- 8.18 **Validity of actions:**
- (a) An act of the Register or the transfer of property to or by the Register is not invalid merely because the Register did not have the capacity, right, or power to do the act or to transfer or take a transfer of the property.
 - (b) The acts of a person as an officer are valid even though the person's election or appointment was defective or the person is not qualified for election or appointment.
- 8.19 **Indemnity:** The Register may indemnify any Committee Member or any other Officer of the Register for:
- (a) liability to any person other than the Register for any act or omission in their capacity as an Officer of the Register; or
 - (b) costs incurred by the Officer, member, or employee in defending or settling any claim or proceeding relating to that liability,
- other than where the liability is criminal liability or a breach of the duty to act in good faith or what the Officer believes to be the best interests of the Register.
- 8.20 **Directors' and Officers' insurance:** the Register may take out and maintain Directors' and Officers' liability insurance cover in respect of the indemnity described in clause 8.19 (for those risks which can be lawfully covered) to an appropriate level approved by the Committee in:
- (a) liability (other than criminal liability) for failure to comply with Officers' duties under the Act or any other duty imposed on the Officer in their capacity as an Officer; and
 - (b) costs incurred by the Officer for any claim or proceeding relating to that liability.
- 8.21 **Duties of President:** In addition to being chairperson of the Committee, the President will act as the chairperson for General Meetings and will be responsible for such other duties as agreed by the Committee from time to time.

8.22 **Duties of Treasurer:** The Treasurer will be responsible for the duties determined by the Committee from time to time.

8.23 **Duties of Secretary:** The Secretary will be responsible for the duties determined by the Committee from time to time.

9. CONTACT PERSON

9.1 Appointment:

- (a) The Committee will appoint a contact person (**Contact Person**) for the Register and may remove and replace the Contact Person from time to time. The Committee may appoint up to 2 additional Contact Persons.
- (b) The Contact Person will be the point of contact for the Registrar.
- (c) The Secretary will be main the Contact Person for the Register and the President will act as the Contact Person in the absence of the Secretary.
- (d) The Contact Person will be at least 18 years of age and ordinarily resident in New Zealand.

9.2 **Replacement:** If the Register has only one Contact Person, the position must be filled within 20 working days of a vacancy occurring.

9.3 **Notification:** The Register must notify the Registrar of any change to the Contact Person(s) or to a Contact Person's name or contact details within 20 working days of the change.

9.4 **Status of Contact Person:** Unless the Contact Person is an Officer in another capacity, they are not an Officer of the Register.

10. CONFLICTS OF INTEREST

Interested: Subject to clause 10.2, an Officer is interested in a matter if they:

- (a) may obtain a financial benefit from the matter;
- (b) have a financial interest in, or are a partner, director, Officer, Committee Member or trustee of, a person to whom the matter relates; or
- (c) are a spouse, civil union partner, de facto partner, child, parent, grandparent, grandchild, sibling, niece, nephew, uncle, aunt or first cousin of someone who may obtain a financial interest in the matter.

10.2 **Not Interested:** An Officer is not interested in a matter:

- (a) merely because the Officer receives an indemnity, insurance cover, remuneration, or other benefits authorised under the Act; or
- (b) if the Officer's interest is the same or substantially the same as the benefit or interest of all or most other Members of the Register due to the membership of those Members; or
- (c) if the Officer's interest is so remote or insignificant that it cannot reasonably be regarded as likely to influence the Officer in carrying out the Officer's responsibilities under the Act or the Register's constitution.

- 10.3 **Disclosure:** An Officer must disclose the nature and extent of their interest to the Committee.
- 10.4 **Interests register:** The interest must be recorded in the Register's interests register.
- 10.5 **Consequences of being interested:**
- (a) **Actions:** A Committee member who is interested may not:
 - (i) vote on the matter; or
 - (ii) take part in a decision on the matter; or
 - (iii) sign any documents in relation to the matter,but may:
 - (iv) take part in a discussion on the matter; and may
 - (v) count towards a quorum and be present during the vote.
 - (b) **Exceptions:** If all Committee Members who are not interested in the matter consent, the interested Committee member may vote on the decision and/or sign documents relating to the decision.
 - (c) **Majority conflict:** If 50% or more of the Committee are prevented from voting on a matter due to conflicts of interest, a Special General Meeting must be called to determine the matter.
- 10.6 **Failure to comply:** If an Officer fails to disclose an interest, fails to record an interest in the interests register or fails to comply with the restrictions in 10.5(a), the Committee must notify all Members of the failure.
- 10.7 **Arms-length transactions:** A Member may enter into any agreement or understanding with the Register for the supply of any goods or services on terms and conditions that would be reasonable if that person were not a Member.

11. FINANCES AND REPORTING

- 11.1 **Accounting records:** The Committee will ensure that proper accounts and records of the Register are kept at all times. Accounting records will be kept for the current accounting period and for a further seven years.
- 11.2 **Reporting to Registrar:** The Register will submit an annual return via the Registrar's Website within 6 months of the Balance Date. The annual return must include the following information:
- (a) Society name;
 - (b) Balance Date;
 - (c) New Zealand Business Number and registration number;

- (d) Physical address of registered office;
- (e) Name and contact details of at least one contact person;
- (f) Confirmation the Register has 10 or more members at the time the return is given; and
- (g) Confirmation by an Officer that the information given is correct.

11.3 **Financial statements:** The Register will comply with the following requirements.

- (a) The Register is a small society because:
 - (i) in each of the two preceding financial years the total operating payments of the Register were less than \$50,000; and
 - (ii) in each of the two preceding financial years the total current assets of the Register were less than \$50,000; and
 - (iii) the Register is not a donee organisation.
- (b) The Register will prepare financial statements in accordance with the following:
 - (i) income and expenditure or receipts and payments of the Register during the financial year; and
 - (ii) assets and liabilities of the Register at the Balance Date; and
 - (iii) mortgages, charges and other security interests of any description affecting any of the property of the Register at the Balance Date; and
 - (iv) any other requirements set out in regulations.
- (c) If the Register ceases to be a small society, the Committee will prepare financial statements in accordance with Sub-part 7 of the Act.

11.4 **Completion of financial statements:** The Register must ensure that, within 6 months after the Balance Date, financial statements are:

- (a) completed, dated and signed by two Committee Members; and
- (b) copies of the financial statements are provided to the Registrar.

11.5 **Audits:** The Register will audit the financial statements if required to do so under the Act or Regulations or at the discretion of the Committee.

11.6 **No Indebtedness:** The Register will not borrow any money other than short-term borrowing to cover a temporary shortfall in meeting the Register's obligations under this Constitution, unless approved by Special Resolution.

11.7 **No Investments:** The Register shall hold all funds with a bank registered under the Reserve Bank Act 2021 and will not invest those funds other than by deposit with such a bank, unless approved by Special Resolution. All moneys

paid to the Register by the Members shall only be applied in accordance with the purposes of the Register in clause 3.

12. DISPUTE RESOLUTION

12.1 **Disputes:** A dispute is a disagreement or conflict that relates to an allegation that:

- (a) a Member or an Officer has engaged in misconduct; or
- (b) a Member or an Officer has breached, or is likely to breach, a duty under this Constitution or the Act; or
- (c) the Register has breached, or is likely to breach, a duty under this Constitution or the Act; or
- (d) a Member's rights or interests as a member have been damaged or Members' rights or interests generally have been damaged,

and may arise between:

- (e) Members;
- (f) Member(s) and the Register;
- (g) Member(s) and Officer(s);
- (h) Officers; or
- (i) Officer(s) and the Register.

12.2 **Disputes Procedure:**

- (a) The Register will follow the process set out in sections 2 to 8 of Schedule 2 of the Act (**Disputes Procedure**), as amended from time to time. Schedule 2 of the Act at the time of re-registration is set out in Schedule 1 of this Constitution.
- (b) The Disputes Procedure will not apply to a Dispute to the extent that other legislation requires the Dispute to be dealt with in a different way. The Disputes Procedure will have no effect to the extent that it contravenes, or is inconsistent with, that legislation.

13. CONTRACTING AND PAYMENTS

13.1 **Contracting:**

- (a) Every agreement that a natural person would need to enter by deed may be entered by 2 or more Officers of the Register.
- (b) Every agreement that is required to be in writing but is not required to be entered by deed may be entered in writing by a person acting under the Register's express authority.
- (c) Agreements that may be entered orally by natural persons may be entered orally or in writing by someone acting under the Register's express authority.

- (d) The full name of the Register must be clearly stated on all documents creating legal relations.

13.2 **Bank accounts and payments:**

- (a) The Register will establish a bank account or accounts in its name and hold all Register funds such account(s).
- (b) Any payments made by the Register must:
 - (i) be approved by the Committee in advance; and
 - (ii) if made from the Register bank account, be authorised by the Treasurer and one other authorised member of the Committee.
- (c) Despite clause 13.2(b)(i), at its discretion the Committee may ratify payments and purchases that are not approved by the Committee in advance.
- (d) Despite clause 13.2(b)(i), the Committee may, at its absolute discretion, reimburse members for their reasonable expenses properly incurred in connection with the affairs of the Register.

14. **ALTERATION OF CONSTITUTION**

14.1 **Planned changes:** Any amendment, addition or replacement of this Constitution must be made in writing and approved by a special resolution of the Members at a General Meeting, provided that any alteration to:

- (a) clause 3.2 must retain the prohibition on financial gain; and
- (b) clause 15.2 must retain the requirement for surplus assets to be distributed to a not-for-profit organisation.

14.2 **Minor and technical changes:** The Register may make minor or technical amendments to fix errors by giving written notice of the proposed amendment to all members. The notice must state the text of the amendment and the right of members to object to the amendment and:

- (a) if no objections are received within 20 working days of the notice being sent to members, the Committee may make the amendment; or
- (b) if any member objects to the amendment, the amendment may only be made in accordance with clause 14.1.

14.3 **Timeframes prescribed by law:** Timeframes described in clause 1.2(i) are included in this Constitution for convenience. Where such timeframe is amended, the applicable reference in this Constitution may be updated by the Committee and is not an alteration as described in clause 14.1 or 14.2.

14.4 **Notification to Registrar:** The Committee must notify the Registrar of amendments to the Constitution within 25 working days of the amendment being made by using the form provided on the Registrar's Website. Notification must include the following:

- (a) the amendment;
- (b) a copy of the constitution, as amended;
- (c) a certificate from an Officer of the Register in the form provided by the Registrar; and
- (d) any other information prescribed by regulations from time to time.

14.5 **No name change:** The Register's name may not be changed under this clause 14.

15. WINDING UP

15.1 **Winding up:** The Register may be wound up by special resolutions of the Members in accordance with Part 5 of the Act.

15.2 **Surplus Assets:** Any surplus assets of the Register shall, by resolution of the Committee, be distributed to an organisation with similar purposes to those set out in clause 3.1 which must be a not-for-profit organisation.

16. NOTICES

16.1 Notices:

- (a) Any notice given under this Constitution must be in writing.
- (b) Notices to Members may be:
 - (i) delivered personally to the Member; or
 - (ii) sent by ordinary post or courier addressed to the Member at the address of the Member appearing in the Register of Members; or
 - (iii) sent to the email address of the Member appearing in the Register of Members or by other electronic means.
- (c) Notices to the Register may be:
 - (i) delivered to the Register's registered office; or
 - (ii) sent by ordinary post or courier addressed to the Register at its registered office;
 - (iii) sent to the email address of the Register.
- (d) Notices to the Registrar must be:
 - (i) in the form prescribed and accompanied by any other information or documentation required by the Registrar, the Act or the Regulations;
 - (ii) within the timeframe set out in the Act or the Regulations.

16.2 **Deemed delivery:** A notice is deemed to be given:

- (a) when delivered by hand, on delivery to the intended recipient if delivered before 5pm on a working day;
- (b) when sent by post, 5 working days after the date of mailing;
- (c) when sent by e-mail, one hour after the e-mail is sent, if sent prior to 5pm on a working day and unless a return e-mail is received by the sender within that one hour period stating that the e-mail address is wrong or that the message cannot be delivered;

and provided that any notice that is delivered by hand or sent by e-mail after 5pm on a working day, or at any time on a non-working day, will be deemed received at 9 am on the next working day.

- 16.3 **Omission:** The accidental omission to give notice of a meeting to or the non-receipt of a notice of a meeting by any Member entitled to receive notice will not invalidate the proceedings at the meeting.

17. **Liability of the Register and Members:**

- 17.1 **Register Liability:** The Register does not accept any liability for injury or damage sustained by any Member. For example, injury or damage to a Member or the Member's property is injury or damage sustained by the Member.

17.2 **Liability:**

- (a) A member is not liable for an obligation of a society by reason only of being a Member.
- (b) The liability of a person to a society in their capacity as a Member is limited to:
 - (i) any amount unpaid on the membership of the Member;
 - (ii) any liability as a Member expressly provided for in the society's constitution.
 - (iii) Nothing in this section affects the liability of a Member of a society to the society under a contract, or for any tort, breach of a fiduciary duty, or other actionable wrong committed by the Member.

Schedule 1 – Dispute resolution process

Section references in this schedule refer to sections in the Incorporated Societies Act 2022

Incorporated Societies Act 2022 (as enacted) Schedule 2

Optional dispute resolution procedures

1. Overview of this schedule

- (1) Section 39 requires the procedures in a society's constitution relating to disputes to be consistent with the rules of natural justice.
- (2) A society may choose (but is not required) to include the procedures in this schedule in its constitution.
- (3) The procedures in a society's constitution must be treated as being consistent with the rules of natural justice if those procedures consist of—
 - (a) all of the procedures in this schedule; and
 - (b) any additional procedures that are consistent with those procedures.

2. How complaint is made

- (1) A member or an officer may make a complaint by giving to the committee (or a complaints subcommittee) a notice in writing that—
 - (a) states that the member or officer is starting a procedure for resolving a dispute in accordance with the society's constitution; and
 - (b) sets out the allegation to which the dispute relates and whom the allegation is against; and
 - (c) sets out any other information reasonably required by the society.
- (2) The society may make a complaint involving an allegation against a member or an officer by giving to the member or officer a notice in writing that—
 - (a) states that the society is starting a procedure for resolving a dispute in accordance with the society's constitution; and
 - (b) sets out the allegation to which the dispute relates.
- (3) The information given under subclause (1)(b) or (2)(b) must be enough to ensure that a person against whom an allegation is made is fairly advised of the allegation concerning them, with sufficient details given to enable them to prepare a response.
- (4) A complaint may be made in any other reasonable manner permitted by the society's constitution.

3. Person who makes complaint has right to be heard

- (1) A member or an officer who makes a complaint has a right to be heard before the complaint is resolved or any outcome is determined.
- (2) If the society makes a complaint,—
 - (a) the society has a right to be heard before the complaint is resolved or any outcome is determined; and
 - (b) an officer may exercise that right on behalf of the society.

- (3) Without limiting the manner in which the member, officer, or society may be given the right to be heard, they must be taken to have been given the right if—
 - (a) they have a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (b) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (c) an oral hearing (if any) is held before the decision maker; and
 - (d) the member's, officer's, or society's written statement or submissions (if any) are considered by the decision maker.

4. Person who is subject of complaint has right to be heard

- (1) This clause applies if a complaint involves an allegation that a member, an officer, or the society (the **respondent**)—
 - (a) has engaged in misconduct; or
 - (b) has breached, or is likely to breach, a duty under the society's constitution or bylaws or this Act; or
 - (c) has damaged the rights or interests of a member or the rights or interests of members generally.
- (2) The respondent has a right to be heard before the complaint is resolved or any outcome is determined.
- (3) If the respondent is the society, an officer may exercise the right on behalf of the society.
- (4) Without limiting the manner in which a respondent may be given a right to be heard, a respondent must be taken to have been given the right if—
 - (a) the respondent is fairly advised of all allegations concerning the respondent, with sufficient details and time given to enable the respondent to prepare a response; and
 - (b) the respondent has a reasonable opportunity to be heard in writing or at an oral hearing (if one is held); and
 - (c) an oral hearing is held if the decision maker considers that an oral hearing is needed to ensure an adequate hearing; and
 - (d) an oral hearing (if any) is held before the decision maker; and
 - (e) the respondent's written statement or submissions (if any) are considered by the decision maker.

5. Investigating and determining dispute

- (1) A society must, as soon as is reasonably practicable after receiving or becoming aware of a complaint made in accordance with its constitution, ensure that the dispute is investigated and determined.
- (2) Disputes must be dealt with under the constitution in a fair, efficient, and effective manner.

6. Society may decide not to proceed further with complaint

Despite clause 5, a society may decide not to proceed further with a complaint if—

- (a) the complaint is trivial; or
- (b) the complaint does not appear to disclose or involve any allegation of the following kind:
 - (i) that a member or an officer has engaged in material misconduct;
 - (ii) that a member, an officer, or the society has materially breached, or is likely to materially breach, a duty under the society's constitution or bylaws or this Act;
 - (iii) that a member's rights or interests or members' rights or interests generally have been materially damaged;
- (c) the complaint appears to be without foundation or there is no apparent evidence to support it; or
- (d) the person who makes the complaint has an insignificant interest in the matter; or
- (e) the conduct, incident, event, or issue giving rise to the complaint has already been investigated and dealt with under the constitution; or
- (f) there has been an undue delay in making the complaint.

7. Society may refer complaint

- (1) A society may refer a complaint to—
 - (a) a subcommittee or an external person to investigate and report; or
 - (b) a subcommittee, an arbitral tribunal, or an external person to investigate and make a decision.
- (2) A society may, with the consent of all parties to a complaint, refer the complaint to any type of consensual dispute resolution (for example, mediation, facilitation, or a tikanga-based practice).

8. Decision makers

A person may not act as a decision maker in relation to a complaint if 2 or more members of the committee or a complaints subcommittee consider that there are reasonable grounds to believe that the person may not be—

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

This document is the new Constitution of TR Register Incorporated adopted by the Members of the TR Register at the Annual General Meeting held on _____ 2025 as authenticated by the following Members:

(Name)

(Signature)

(Name)

(Signature)

(Name)

(Signature)