

Constitution
of the

Akatarawa
Recreational
Access Committee
Incorporated

1 Name

The name of the Society shall be “Akatarawa Recreational Access Committee Incorporated”, hereinafter referred to as ARAC.

2 Purposes

The purposes of ARAC shall be the furtherance and improvement of Recreational Access to facilities, lands and water in and around New Zealand and the doing of all such things as are incidental or conducive to the attainment of the above purpose and without limiting the generality of the foregoing more particularly:

- (a) To Create, Maintain and Operate the Society in accordance at all times with the provisions of the Charities Act 2005 (and any subsequent modifications).
- (b) To benefit the community at large by fostering, promoting and improving Recreational Access for the General Public.
- (c) To offer advice and guidance to Private or Public Bodies on ways to improve access to, and the use of, lands, lakes, rivers, streams and other facilities and to disseminate such information gained.
- (d) To act alone or with any other organisation in the interest of Recreational Access.

3 Powers of ARAC

The powers which ARAC may exercise in order to carry out its charitable purposes are as follows:

- (a) This Constitution gives ARAC, as an incorporated society and a body corporate, powers to do anything that a natural person of full age and capacity may do, subject to:
 - (i) this Constitution;
 - (ii) the Incorporated Societies Act 1908, or any successor Act governing incorporated societies in New Zealand (in this Constitution, "the Act"); and
 - (iii) any other Act or rule of law applicable to incorporated societies.
- (b) Without limiting clause (a), ARAC has:
 - (i) any other powers that are reasonably incidental to, or consequential on, those powers.
 - (ii) When exercising its powers, ARAC must always act in accordance with, and with the objective of meeting, ARAC's purpose or any related purpose.
- (c) To present the case for improving Recreational Access at any public or private hearing, insofar as it is ancillary to the provision of facilities to all recreational users .
- (d) To offer advice and guidance to Private or Public Bodies on improving environmental and sustainable use of Lands and Water Bodies.
- (e) To acquire the freehold or leasehold of or limited rights over such real or personal property as may be considered advisable for the acquisition, maintenance and control of any building erected or acquired in relation to Recreational Access.
- (f) To make, maintain and enforce regulations for the control and governing of Recreational Access and use of facilities by its Members and to assist Land Owners/Managers to do the same.
- (g) To invest, control and dispose of the funds and property of ARAC as may be considered advisable for the advancement of Recreational Access and in particular, but without in any way limiting the foregoing:
 - (i) To invest the same in such securities as are authorised trustee securities.

- (ii) To advance and lend money to any third party, organisation or individual at such interest and upon such terms and conditions as it thinks fit.
- (h) To raise money for the purpose of ARAC and to secure payment thereof in such manner as may be determined and for the purpose to charge or mortgage all or any part of the property or assets of ARAC.
- (i) To sell, manage, improve, develop, exchange, lease, dispose of, and turn into account or otherwise deal with all or any part of the property or assets of ARAC.
- (j) To receive any gifts or bequests whether subject to any trust, or restriction or not and to administer such gifts, bequests to trusts.
- (k) To exercise all or any of the powers conferred upon Associations by the Act

4 Membership

Any bona fide recreational Club or User Organisation representing recreational users will be eligible for Membership of ARAC.

- (a) Club Member: Any Club or Body Corporate representing recreational users shall by application to the Secretary be eligible to apply to become a Club Member. Such Membership shall be reserved for Clubs approved and recognised by ARAC at its sole discretion. Application for Membership shall be taken as implicit confirmation that the person/organisation is willing to become enrolled as a Member.
- (b) Associate Member: Any individual not a Member or affiliate of a Club or Body Corporate as in (a) above may apply to the Secretary and be considered to become an Associate Member.

Membership shall be decided by simple Committee majority.

A list of Member Clubs details will be displayed on the ARAC website at <http://arac.org.nz>. No other Member details will be displayed.

If the word "Member" is used below without qualification, it shall refer to all classes of Membership listed in (4) above simultaneously.

5 Cessation of Membership

Any Member shall cease to be a Member of ARAC if:

- (a) They tender their resignation to ARAC; or
- (b) Following any disputes process, it is judged by the Committee that they engaged in any activities that are considered detrimental to the aims and purposes of ARAC as defined herein; or
- (c) They fail to render any payments due to ARAC within three months of being advised such payments are due.

6 Committee

- (a) The Committee comprises the officers, the chairs of any Sub-Committees and each Members' delegates.

- (b) At each Annual General Meeting (AGM) the following officers shall be elected - Chairman, Vice-Chairman, Secretary, Treasurer, Press Officer and One Additional Officer. Each officer must agree to the appointment and be proposed and seconded by a Member.
- (c) The position of Secretary shall also hold the role of Contact Officer and be responsible for maintaining Membership Details.
- (d) The Secretary shall in addition be responsible for maintaining minutes of all Committee Meetings. Should the Secretary be absent, the Chair shall appoint another Member to maintain minutes for that meeting.
- (e) The term of office of each Committee Member elected above shall be from the day after an AGM to the end of the next AGM.
- (f) Every Club granted Membership in accordance with Section 4 above shall be entitled to be represented by one delegate position on the Committee. Such delegate must be advised to the secretary in advance of any meeting in writing or email by an official of the Club. The delegate shall hold a single vote.
- (g) The Committee shall be solely responsible for exercising the power, function and affairs of ARAC. However the Committee may not undertake any action that breaches the laws of New Zealand, this Constitution nor its responsibilities as an Incorporated and Charitable Society.
- (h) The position of any Officer absent from three consecutive meetings without leave of absence shall automatically become vacant. Acceptance of an apology for absence shall be deemed grant of such leave.
- (i) Any ARAC Member found guilty of misconduct, may be removed from office in accordance with the disputes process herein.
- (j) The Committee may fill casual vacancies from amongst the Membership as it sees fit, including co-option.
- (k) The Committee may appoint Sub-Committees with such powers and authority as are specified:
 - (i) Such Sub-Committees shall from amongst themselves appoint a Chair, and where appropriate other officers such as Secretary, Treasurer, Liaison Officer Etc.
 - (ii) The Appointed Chair of each Sub-Committee shall by virtue of such position be automatically appointed to the full Committee of ARAC, with all the rights and privileges thereof.
 - (iii) There is no term limit to appointed Members of Sub-Committees.
 - (iv) Sub-Committees shall operate autonomously and be responsible for their own projects and/or areas of interest/specialty.
 - (v) The Committee may only intervene in the operation of a Sub-Committee where the Sub-Committee is in violation of this Constitution.
 - (vi) Monies raised by one Sub-Committee may not be used for the benefit of ARAC as a whole or any other Sub-Committee unless said Sub-Committee agrees in writing.

7 Notice of change of contact officer (i.e. change of Secretary)

The Secretary/Contact Officer must ensure that notice of either of the following changes is given to the Registrar:

- (a) a change in the Contact Officer; or
- (b) a change in the name or the contact details of a Contact Officer

The notice must be given to the Registrar in the prescribed manner within 20 working days after:

- (a) the change occurring, in the case of the appointment, election, removal, or resignation of a Contact Officer; or
- (b) the Society first becoming aware of the change, in any other case

8 Voting.

- (a) Only Committee Members may exercise a vote. Each Committee Member shall have a single vote.
- (b) Any Committee Member holding more than one position shall only have one vote.
- (c) Associate Members not represented via a Club Member may from amongst themselves elect an Associate Delegate to hold a position on Committee and hold a single vote. At all times there must be a minimum of 15 Associate Members requesting representation via the Associate Delegate. The Associate Delegate must maintain and present a list of all Associate Members requesting representation.
- (d) All voting at Committee and Sub-Committee shall be by voice or show of hands. However, any Committee or Sub-Committee Member may request and shall be granted a secret ballot.
- (e) Each Committee and Sub-Committee Member shall have one vote.
- (f) Any motion that fails to gain a majority of votes shall be lost.
- (g) The chair shall not hold a casting vote.

9 Subscriptions

- (a) Subscriptions shall be as set by the Annual General Meeting and shall be payable in advance. Any Member whose subscriptions remain unpaid for 3 months shall have all their Membership rights cease until such time as subscriptions are paid in full.
- (b) Any subscriptions shall wherever possible be set at the minimum value necessary to allow ARAC to pursue its aims and purposes.

10 Remits

Remits for changes to this Constitution and any Rules, must be received in writing by the Secretary as either:

- (a) Remits for change at the AGM must be received by 30th November of the year prior to the AGM.
 - (i) The Secretary shall collate all Remits for the AGM and forward them together with the Notice of AGM to all Committee Members.
- (b) Remits for change together with a request for a Special General Meeting (SGM) must be sent to the Secretary together with the requisite notices as provided herein.
 - (i) The Secretary shall forward the Remit together with Notice of SGM to all Committee Members.
 - (ii) If more than one Remit is received, the SGM may hear both together.
 - (iii) Any request for an SGM may include other items of business to be discussed.

No Remit may propose changes that are inconsistent with 18(c) below, nor any rule of Law.

11 Meetings

- (a) There shall be an Annual General Meeting of ARAC, held between 1st February and 30th April each year.
- (b) Other General Meetings shall be held:
 - (i) By written request to the Secretary of any four Committee Members. The Secretary shall convene a Special General Meeting to be held within 45 days, or at a later date and time as may be requested providing such date and time is consistent with these rules. The request must include the specific business to be discussed.
 - (ii) At least 40 days' notice of each meeting shall be given to each Member by whatever means is considered desirable and effective by the Secretary having regard to the costs involved and the likelihood of advising as many Members as possible.

12 Proxy Votes

There shall be no entitlement to proxy votes.

13 Quorums

- (a) The quorum at any general meeting shall be more than 50% of the Committee
- (b) Should an AGM fail to obtain a quorum, the Secretary shall call another AGM.

14 Agenda Items for General Meetings:

(a) Annual General Meeting:

- Call for Quorum (optional by Chair)
- Roll Call of Members
- Minutes of previous AGM
- Matters arising
- Confirmation of Minutes
- Correspondence
- President's Report
- Treasurers Report
- Subscriptions
- Sub-Committee Reports
- Press Officer Report
- Election of Officers
- Recording of Sub-Committee Chairs
- Matters of which Notice has been given
- General business

(b) Special General Meetings:

- Call for Quorum (optional by Chair)
- Roll Call of Members
- Minutes of Previous Meeting (if any)
- Matters arising
- Correspondence

Matters for which notice has been given
No other items may be discussed

15 Finance

- (a) The financial year shall be from 1 January to 31 December each year.
- (b) The Treasurer shall prepare an annual report and balance sheet for presentation to the Annual General Meeting.
- (c) All monies received shall be deposited in an ARAC bank account.
- (d) Payments from any Bank Accounts may be authorised by any two of the Chairman, Secretary, or Treasurer as determined by Committee or General Meeting.
- (e) Sub-Committees may only operate Bank accounts when such authority has been specifically delegated by Committee.
- (f) Where Sub-Committees operate such bank accounts:
 - i. Payments from any Bank Accounts may be authorised by any two of the Chairman, Secretary, or Treasurer of the Sub-Committee.
 - ii. Full records shall be maintained of all financial transactions, and shall report the same to the Committee Treasurer for inclusion in the Financial Report to the Annual General Meeting.
- (g) The Committee and Sub-Committees shall not commit to any expenditure in excess of its available funds. Any breach of this requirement shall not be indemnified by ARAC.

16 Common Seal

There shall be a Common Seal, which shall be kept by the Secretary and shall only be used under the authority of a resolution to that effect by the Committee. Every document and other instrument to which the seal is affixed shall be signed by the Secretary and shall be countersigned by two other Members of the Committee.

17 Procedures for resolving disputes

In investigating any complaints and/or disputes, the principles of Good Faith and Natural Justice shall apply at all times.

A Complaint must be submitted in writing to the Secretary or any Club Officer

- (a) Between Members (in their capacity as Members):

Disputes between Members will be heard by the Committee and both parties shall be given adequate opportunity to present their case. Parties may have representation but may not engage legal services (including pro-bono).

The decision of the Committee shall be binding on both parties.

- (b) Between Members and ARAC:

Disputes between Members and ARAC shall be resolved as follows:

- (i) The Committee shall appoint 5 mutually agreed Members to form a hearings Sub-Committee.
- (ii) The hearings Sub-Committee shall from amongst themselves elect a Chair.
- (iii) The complainant shall have opportunity to present their case, and if necessary the hearings Sub-Committee may adjourn to investigate the complaint.
- (iv) The complainant may be represented but may not engage legal services (including pro-bono).
- (v) The Sub-Committee having heard all available evidence shall formulate a report and recommendation back to the Committee.
- (vi) The Committee may accept, modify or reject the Sub-Committee recommendations and substitute its own.
- (vii) The decision of the Committee shall be binding on all parties

(c) Between Members and Land Managers:

ARAC depends on the goodwill of Land Owners and Managers for access to recreational areas. In general, agreements with Land Owners and Managers include specific conditions of expected conduct.

(i) Complaints by Members against Land Managers :

- i. Such complaints shall be forwarded to the most appropriate Sub-Committee as appointed under Section (6) above.
- ii. The Sub-Committee shall investigate and seek resolution between the Member and the Land Manager.
- iii. The Sub-Committee decision shall be binding.

(ii) Complaints by Land Managers against Members:

- i. Such complaints shall be forwarded to the most appropriate Sub-Committee as appointed under Section (6) above.
- ii. The Sub-Committee shall investigate and seek resolution between the Member and the Land Manager.
- iii. If resolution is not possible, the matter may be referred to the full Committee who will invite the Land Manager/Owner to attend and present their case.
- iv. The joint Land Manager/Owner and Committee decision shall be binding.

18 Constitution

- (a) Alterations to this Constitution may only be made at General Meeting by resolution passed by a not less than two-thirds majority of the Committee Members present and entitled to vote.
- (b) All proposals for changes to this Constitution must have been presented via the remit process defined herein.
- (c) No addition to or alteration or recession of the constitution shall be approved if it affects the charitable purposes, non-profit aims, personal benefit clause or the dissolution clause. The

provisions and effect of this sub-clause shall not be removed from this constitution, and shall be included and implied into any document replacing this constitution.

19 Indemnity

- a) Committee and Sub-Committee Members shall not be liable to the Society or any of its Members for:
 - (i) any losses or liabilities;
 - (ii) any act or acts or attempted acts done in exercise of or pursuant to any power or discretion vested in them by this Constitution; or
 - (iii) any omission or omissions or non-exercise in respect of any obligation under this Constitution, or any other obligation imposed on them by virtue of their role, except losses or liabilities arising from their own dishonesty, wilful default or wilful breach of trust or negligence in the carrying out of their legal responsibilities.
- b) Committee and Sub-Committee Members, and every other person acting on behalf of ARAC, shall be indemnified out of the Society's assets against all proper liabilities and expenses incurred by them in the exercise or attempted exercise of the powers and discretions vested in them and in respect of any matter or thing done or omitted to be done in any way relating to their responsibilities.
- c) The liability of ARAC, the Committee or Sub-Committee Members in connection with this constitution or at law, in equity, or on any other basis shall at all times be limited to the assets of the Society.

20 Personal Benefit

- (a) No Member of ARAC or any person associated with a Member shall participate in or materially influence any decision made by the organisation in respect of the payment to or on behalf of that Member or associated person of any income, benefit, or advantage whatsoever.
- (b) Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value).

21 Dissolution

- (a) ARAC shall not be dissolved unless a motion to that effect has been passed by a majority of Members present and entitled to vote at any special general meeting convened for that purpose and in accordance with the provisions of the Act.
- (b) Upon dissolution of a Sub-Committee any surplus monies remaining after payments of all liabilities, shall be paid over to ARAC.
- (c) If upon the winding up or dissolution of ARAC there remains after the satisfaction of all debts and liabilities any property whatsoever the same shall not be paid to, or distributed among the Members of ARAC but shall be given or transferred to some other charitable organisation or body having purposes similar to the purposes of ARAC, or for some other charitable purpose, within New Zealand.

22 Inspection of Rules

The rules and regulations of ARAC shall be open to inspection at the address of ARAC at all reasonable times, and a copy thereof shall be supplied on such terms and conditions as the Committee may from time to time direct.

23 Notices

All notices requiring to be given by these rules shall (if not specifically provided for herein) be deemed to have been given if they have been sent to the last known address of the addressee known to ARAC.