

RULES OF AUTISM NEW ZEALAND INCORPORATED

The Common Seal of Autism New Zealand
Incorporated was affixed in the presence of:

Member

Member

Member

Member



Simpson Grierson

Barristers & Solicitors
Auckland & Wellington, New Zealand
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RULES OF AUTISM NEW ZEALAND INCORPORATED

1. NAME

The name of the Society is Autism New Zealand Incorporated (**Autism NZ Inc**).

2. DEFINITIONS

2.1 **Definitions:** In these Rules, unless the context indicates otherwise:

Act means the Incorporated Societies Act 1908 and includes any act which amends or replaces the Act;

AGM means an annual general meeting;

ASD means Autism Spectrum Disorder and includes any associated disorders including, without limitation, Asperger's Syndrome;

Board means the governing body of Autism NZ Inc as described in Rule 5;

Board Member means a member of the Board;

Branch means a branch of Autism NZ Inc established pursuant to Rule 16.2 to represent the interests of Autism NZ Inc within a specific geographical area;

Branch Committee means the governing body of a Branch established pursuant to Rule 16.2(b);

Branch Committee Member means a member of a Branch Committee appointed pursuant to Rule 16.2(b);

Chair means the President, who is appointed chair of a General Meeting pursuant to Rule 8;

Chief Executive means the Chief Executive Officer of Autism NZ Inc from time to time who is appointed pursuant to Rule 9.1(i);

Friend of a Branch means any person whom the Board deems to be a friend of a Branch;

General Meeting means any AGM or any special general meeting of Autism NZ Inc as defined in Rule 18.1 (but not a Board meeting);

Majority Vote means, unless the context requires otherwise, a vote made by more than half of the Members who are present at a meeting in person or by proxy and who are entitled to vote and voting at that meeting upon a resolution put to that meeting;

Member means a member of Autism NZ Inc, being either an Individual Member, a Family Member, an Honorary Life Member or a Professional Member whose name is entered in the Register in accordance with Rule 13.3;

Membership Fee has the meaning set out in Rule 13.4. For the avoidance of doubt, the Membership Fee does not include any donations, joining fees or other fees for the use of services provided by Autism NZ Inc;

Objects means the objects of Autism NZ Inc described in Rule 4.1 (and subject to Rule 4.3);

President means the Board Member elected as President of Autism NZ Inc pursuant to Rule 8, who will lead Autism NZ Inc in accordance with delegations and directions of the Board;

Register means the Register of Members described in Rule 14.1;

Registered Office means the Registered Office of Autism NZ Inc described in Rule 3;

Rules means these rules of Autism NZ Inc and references to Rules are references to these rules;

Term means the term of the office of a Board Member as described in Rule 6.3; and

Volunteer means any person who offers, or provides, their time or services to Autism NZ Inc free of charge or who may otherwise be considered to be a volunteer.

3. REGISTERED OFFICE

The Registered Office of Autism NZ Inc is at 101 Molesworth Street, Thorndon, Wellington, or will be at such other place as the Board from time to time determines. The Registrar of Incorporated Societies will be notified promptly of any change to the Registered Office.

4. OBJECTS AND POWERS OF AUTISM NZ INC

4.1 Objects: The Objects of Autism NZ Inc are to:

- (a)** To promote the welfare and care of all people with and ASD, their families or primary caregivers and to foster understanding and provide education and information about ASDs, their cause and treatment, including without limitation:
 - (i)** assisting parents, guardians and other persons who have the care of persons with an ASD to provide for their needs;
 - (ii)** establishing and maintaining community support services for persons with an ASD and their families;
 - (iii)** ensuring that as far as possible, appropriate support is available for every person with an ASD in need of such support;
 - (iv)** helping volunteers, employees, parents and others to further the development of, and to undertake the care of, persons with an ASD;

- (v) indemnifying and insuring Board Members and employees of Autism NZ Inc against liability for acts and omissions conducted in the course of performing any duties for and on behalf of Autism NZ Inc in accordance with Rule 11;
 - (vi) promoting the integration of persons with an ASD into a participative role in the community so as to enable them to be as independent as possible and to enjoy their rights as New Zealanders to live as normal a life as possible, including providing appropriate training, education and other support that is necessary or desirable to enable persons with an ASD to develop their abilities fully and deliver such services as are appropriate; and
- (b) do all such other acts, matters and things as, in the opinion of the Board, may be incidental or conducive to attaining any of the above Objects.

4.2 Objects not Limited to Members: For the avoidance of doubt, the Objects are not limited to Members.

4.3 Pecuniary Gain Not an Object: For the avoidance of doubt, pecuniary gain is not an Object of Autism NZ Inc.

4.4 Powers: Subject to the Rules, Autism NZ Inc (through its Board) has all the powers of a natural person to give effect to the Objects. Without limiting or affecting the foregoing (and in addition to any general powers Autism NZ Inc may have at law), Autism NZ Inc has the full capacity, right and power to carry on or undertake any business activity, do any act, or enter into any transaction (including, for the avoidance of doubt, the power to invest and to borrow money) in relation to the Objects.

5. BOARD

5.1 Governance: The business and affairs of Autism NZ Inc will, subject to the Rules and all applicable laws, be managed under the direction and supervision of a managing committee.

5.2 Composition: The Board will comprise a minimum of six Board Members and a maximum of nine Board Members (excluding the Chief Executive who will be appointed under Rule 5.4). The Board Members will include the Chief Executive and other persons appointed to the Board from time to time in accordance with Rules 5.5 and 6.

5.3 Eligibility: Only Members of Autism NZ Inc may be Board Members. To be eligible to become a Board Member, Members must, at the time of nomination to the Board and throughout the term of holding office as a Board Member, be recorded as a Member in the Register. Paid employees of Autism NZ Inc are not eligible to be Board Members. Board Members will hold office in accordance with these Rules.

5.4 Chief Executive: The Chief Executive is a non-elected Board Member. The Chief Executive is entitled to take full part in discussions, decisions and resolutions of the Board, but is not entitled to vote on any matter at a Board meeting.

- 5.5 Board May Appoint Board Members:** The Board will have the power at any time and from time to time to appoint any person to be a Board Member either to fill a casual vacancy or as an additional Board Member, provided that:
- (a) the total number of Board Members will not at any time exceed the maximum number of Board Members fixed in accordance with Rule 5.2;
 - (b) the Board will not conduct any other Business or pass any resolution other than a resolution appointing an additional Board Member at any time when the number of Board Members is less than the minimum number of Board Members specified in Rule 5.2;
 - (c) each Board Member appointed by the Board will hold office as determined by the Board and is entitled to one vote on each question or decision of the Board at a Board meeting;
 - (d) any Board Member appointed by the Board will resign at the next AGM held following the appointment of that Board Member, and if eligible for election, may offer themselves for re-election as a Board Member; and
 - (e) the Board will only appoint Board Members under this clause 5.5 in excess of the minimum number of Board Members specified in Rule 5.2 (but subject to the maximum number of Board Members specified in Rule 5.2) if in the Board's reasonable opinion the Board does not adequately or appropriately represent the various interests in Autism NZ Inc, or the Board (as a whole) does not have the necessary skills or experience required to effectively manage and operate Autism NZ Inc in order to achieve the Objects.

6. NOMINATION AND APPOINTMENT OF BOARD MEMBERS

- 6.1 Nominations:** The Chief Executive or, if the Chief Executive is unable to do so, the President or the President's nominee will call for nominations for members of the Board at least 60 days before each AGM. All nominations must be in writing and signed by the person seeking election as a member of the Board. Each nomination must be proposed by a Member and seconded by another Member (in each case in writing). Nominations must be received at the place nominated by the Chief Executive, President or President's nominee (as applicable) by 5pm on the specified date, or if no date is specified, no later than 5pm on the 30th day before the relevant AGM. All retiring members of the Board will be eligible for re-election at the AGM but must be nominated pursuant to this Rule 6.1.
- 6.2 Appointment of Board Members:**
- (a) **Six or Less:** If the number of nominees and existing Board Members equals six (6) or fewer persons then those nominees, provided they are all eligible, will be declared appointed as Board Members at the relevant AGM.
 - (b) **If Greater than Six:** If the number of nominees and existing Board Members is greater than six (6) persons eligible to be Board Members, the Chief Executive or the President will notify all Members of those Members who have put themselves forward for election as a Board Member as part of any notice of General Meeting issued in accordance with Rule 18.4 and the Board Members will be elected by Majority Vote at the AGM in accordance with Rule 18.6, provided that the total number of

Board Members elected at any one time by the Members will not exceed 6 Board Members (with the remaining 3 Board Members being appointed by the Board in accordance with clause 5.5).

- (c) **Voting:** Every Member entitled to vote will be entitled to vote on the election of Board Members. Members seeking election as a Board Member may vote for themselves.

6.3 Term and Rotation of Board Members: Subject to Rule 7.1, each Board Member appointed or elected at an AGM will hold office for the period of 3 years, provided that a minimum of one third of all Board Members appointed or elected at an AGM must resign at each subsequent AGM and if eligible may offer themselves for re-election as a Board Member. The Board Members required to resign will be those Board Members who have held office as a Board Member for the longest period of time since they were last appointed or elected at an AGM.

7. CESSATION OF BOARD MEMBERSHIP

7.1 Cease Board Membership: A Member will cease to be a Board Member when:

- (a) **Resign:** the Board Member resigns from office as a Board Member by giving written notice to the Chief Executive;
- (b) **Death:** the Board Member dies or otherwise becomes medically unable to continue as a Board Member;
- (c) **Removed by Members:** the Board Member is removed from office as a Board Member by Majority Vote at a General Meeting; or
- (d) **Removed by Board:** the Board resolves by a two thirds majority that the Board Member will be removed from office as a Board Member due to any one or more of the following, and provided that, except in the case where subparagraphs (ii) or (iv) apply, a Board Member whose removal is proposed will be notified in writing of the proposal and will have the right to speak on his or her own behalf prior to the Board resolution being considered:
- (i) the Board Member is absent, without explanation for two sequential meetings of the Board or attends less than half of the meetings of the Board in any one year;
 - (ii) the Board Member is declared bankrupt or convicted of a criminal offence;
 - (iii) the Board Member has breached any of the Rules;
 - (iv) the Board Member commits any act or conducts himself/herself in a manner which is prejudicial to the interests of Autism NZ Inc or which will or may bring Autism NZ Inc into disrepute; or
 - (v) it is, in the sole discretion of the Board, in the best interests of Autism NZ Inc to remove the Board Member from the Board.

7.2 Return Documents and Property: If a person ceases to be a Board Member, that person must, within one month, give to the Board all documents and property in their possession or control of, or relating to, Autism NZ Inc.

8. APPOINTMENT OF PRESIDENT

8.1 Appointment: Promptly following each AGM, the Board will elect the President from the Board Members in accordance with the following terms:

- (a) **Voting:** each Board Member eligible to vote is entitled to vote for the role of President;
- (b) **Own Vote:** an eligible Board Member standing for the role of President is entitled to vote for himself or herself; and
- (c) **Chief Executive Counts Votes:** the Chief Executive will count the votes and record the successful candidate for the position of President, provided that in the event of a tie, the Chief Executive will be required to call a special general meeting in accordance with Rule 18.2(b) for the purposes of appointing a President and the appointment of the President will be determined by a Majority Vote of all Members.

8.2 Term: The term of office for the role of President will run until the conclusion of the next AGM. The President may stand for re-election provided that no President may hold office as President for more than five (5) consecutive terms.

9. POWERS AND ROLE OF THE BOARD

9.1 Board: Subject to the Rules, all applicable laws and regulations, and any relevant decision of the Members at a General Meeting, the Board has the following roles and powers (in addition to any other powers conferred on it by law) to do the following:

- (a) **Govern:** govern and manage Autism NZ Inc;
- (b) **Oversee:** oversee the conduct of the business and affairs of Autism NZ Inc;
- (c) **Carry Out Objects:** carry out the Objects;
- (d) **Policy:** make and issue policies to carry out the Objects;
- (e) **Manage Financial Affairs:** manage the financial affairs of Autism NZ Inc (and its Branches (if any) including approving the annual financial statements for presentation to the Members at each AGM;
- (f) **Auditor:** appoint a suitably qualified auditor to audit the financial statements of Autism NZ Inc annually pursuant to Rule 17.5;
- (g) **Enforce Rules:** ensure that appropriate action is taken against any breach of the Rules;
- (h) **Appoint Board Members:** appoint Board Members in accordance with Rule 5.5 and appoint Members to working groups for specific Board projects;
- (i) **Chief Executive:** appoint a Chief Executive on terms determined by the Board, who will manage and direct the day to day business and affairs of Autism NZ Inc in accordance with the directions of the Board and any

delegation policy set by the Board from time to time, and which will include (without limitation) the delegated authority to employ and, in accordance with law, dismiss staff on behalf of Autism NZ Inc as the Chief Executive thinks fit;

- (j) **Branches:** set up and dissolve Branches in accordance with Rule 16 of the Rules;
- (k) **Set Fees:** set Membership Fees, including subscriptions and levies;
- (l) **Raise Money:** raise money by all lawful means, including fundraising campaigns, solicitation of financial assistance from individuals, the general public, organisations of all kinds, business and commercial enterprises, local authorities, government and government agencies provided that:
 - (i) all funds, income and property from whatever source will be vested in Autism NZ Inc and all funds and property received or held by any Branch will be the property of Autism NZ Inc;
 - (ii) any income, benefit or advantage will be applied to charitable purposes consistent with, or to further, the Objects; and
 - (iii) surplus funds may be invested from time to time by the Chief Executive in accordance with the delegated authority given to the Chief Executive by the Board;
- (m) **Borrow:** borrow money for Autism NZ Inc purposes with or without granting security over any property of Autism NZ Inc;
- (n) **Agreements:** enter into such negotiations, contracts, deeds and agreements in the name, or on behalf of, Autism NZ Inc, as the Board considers appropriate to carry out the Objects;
- (o) **Invest:** invest the funds of Autism NZ Inc as the Board thinks fit;
- (p) **Property:** purchase, lease, hire or otherwise acquire land, buildings, premises, vehicles or other real or personal property which Autism NZ Inc may, from time to time, deem necessary or expedient or useful, whether on its own accord or jointly with any other person, firm, company or incorporated society and on such terms as the Board thinks fit, and to build, erect, alter or improve, or contribute towards the cost of building, erecting, altering or improving any such buildings or property; and
- (q) **General:** do all such other acts, matters and things as the Board thinks fit in pursuing the Objects and in managing the affairs of Autism NZ Inc.

9.2 Not for Personal Benefit: The Board may not use any real or personal property (including, without limitation any funds) of Autism NZ Inc (or in which Autism NZ Inc has an interest), for the personal or individual benefit of any Member.

10. BOARD PROCEEDINGS

10.1 Frequency: The Board will meet together for the dispatch of business at least five (5) times each calendar year and otherwise as it thinks fit. The Chief

Executive (at the direction of the President or any three Board Members at any time) will summon a meeting of the Board by any means of communication.

- 10.2 Method of Meeting:** A meeting of the Board may be held either:
- (a) by a number of the Board Members who constitute a quorum being assembled together at the place, date and time appointed for the meeting; or
 - (b) by means of video or telephone conference by which all Board Members participating and constituting a quorum can simultaneously hear each other throughout the meeting.
- 10.3 Regulate Meeting Practices:** Subject to the Rules, the Board may regulate its own practices as it thinks fit and may invite any person to attend a meeting of the Board.
- 10.4 Quorum:** The quorum necessary for the transaction of business by the Board is at least four (4) Board Members for the time being entitled to vote. No business will be transacted unless a quorum is present.
- 10.5 Chair:** The President will chair Board Meetings, or if the President is not present within five minutes after the time appointed for the meeting, the Board Members present will choose one of their number to be the chair at that meeting.
- 10.6 Voting Rights:** At a Board Meeting, each Board Member (but not the Chief Executive) is entitled to one (1) vote on each question or decision of the Board arising at that meeting. Only Board Members present at a Board Meeting may vote at that Board Meeting.
- 10.7 Majority Vote:** Except as expressly provided otherwise in the Rules, all of the decisions of the Board will be decided by majority vote of the Board Members entitled to vote and present at the meeting.
- 10.8 Casting Vote:** If there is an equality of votes, the President will have a second or casting vote.
- 10.9 Adjournment:** The President may adjourn any meeting if necessary. If, within half an hour after the time appointed for a meeting of the Board a quorum is not present at the meeting, the President must adjourn that meeting to a day, time and place determined by the President.
- 10.10 Minutes:** The President will ensure that minutes are kept of all proceedings at meetings of the Board. The minutes will record the names of the Board Members present and all resolutions and proceedings of each meeting. The minutes, if signed by the President at the next Board meeting will be conclusive evidence of the matters recorded. The minutes of all meetings will be open to inspection by Members.
- 10.11 Resolution in Writing:** A resolution in writing signed by a majority of the Board Members for the time being entitled to vote will be as valid and effectual as if it had been passed at a meeting of the Board duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more Board Members. A facsimile or email copy of any such signed resolution will be as valid and effectual as the original signed document, with effect from

completion of its transmission/receipt. A copy of such resolution will be sent to any Board Member who has not signed the resolution within 7 days.

11. INDEMNITY

Subject to the prior approval by Members at any AGM by a Majority Vote, Autism NZ Inc is expressly authorised to indemnify and/or insure any Board Member, Chief Executive or employee against liability for acts or omissions and/or costs incurred in respect of any liability for any act or omission in his or her capacity as a Board Member, Chief Executive or employee of Autism NZ Inc in any proceeding where judgement is given in his or her favour, or in which he or she is acquitted or which is discontinued, provided that nothing in this Rule 11 will apply in respect of any criminal liability, liability for gross negligence or for fraud or dishonesty or in the case of any employee, any breach of a fiduciary duty owed by that employee to Autism NZ Inc.

12. TYPES OF MEMBERS

12.1 Membership Classes: Membership of Autism NZ Inc comprises the following categories of membership.

- (a) **Individual Member:** Any person over the age of sixteen (16) years who applies for membership and is admitted as a Member pursuant to Rule 13 will be an "Individual Member". Every Individual Member is entitled to one vote at any General Meeting.
- (b) **Family Member:** A husband and wife, or partners in relationships analogous to marriage, or parents and one or more children living together in a family unit, who apply for membership and are admitted as a Member pursuant to Rule 13 will be a "Family Member". For voting purposes a "Family Member" is entitled to one vote (representing all persons making up the Family Member and notwithstanding that the Family Member consists of more than one person) at any General Meeting.
- (c) **Honorary Life Member:** "Honorary Life Members" may be elected to be Members for life at any General Meeting of Autism NZ Inc on the recommendation of the Board in recognition of special services rendered to Autism NZ Inc. Honorary Life Members have the same rights and privileges as Individual Members, but have no right to vote at any General Meeting.
- (d) **Professional Member:** Any organisation, corporation or professional who supports people with ASD and their families, and any other body or entity who applies for membership, and is admitted as a Member pursuant to Rule 13 will be a "Professional Member". A Professional Member has the same rights and privileges as an Individual Member (including, for the avoidance of doubt, the entitlement to one vote at any General Meeting).

12.2 Members Rights and Responsibilities: Members have the rights and responsibilities set out in these Rules.

13. ADMISSION OF MEMBERS AND FEES

- 13.1 Applying for Membership:** To become a Member, a person (**Applicant**) must apply to the Chief Executive in writing to become a Member by:
- (a) **Application Form:** completing an application in the prescribed form; and
 - (b) **Provide Information:** supplying any other information the Chief Executive or the Board requires.
- 13.2 Board's Discretion to Accept Applicant as Member:** The Board has complete discretion to decide whether or not to allow the Applicant to become a Member. The Board will advise the Applicant of its decision, and that decision will be final.
- 13.3 Register:** An Applicant who is accepted by the Board pursuant to Rule 13.2 will become a Member on entry of the Member's details in the Register.
- 13.4 Membership Fee:** Subject to Rule 13.5, the annual Membership Fee payable by Members will be such amount (if any) as the Board may determine from time to time, which rate will apply from January of the subsequent year. The Membership Fee will be payable in such manner as the Board determines. The Board may determine (in its sole discretion) that the Membership Fee for any year will be nil.
- 13.5 Exemption to Membership Fee:** Any Member is entitled to apply to the Chief Executive for an exemption from payment of the Membership Fee (if more than nil) in any year, which exemption will not be unreasonably declined.
- 13.6 Non Payment of Membership Fees:** Without limiting or affecting Rule 15.2, and subject to Rule 13.5, if any Member does not pay any Membership Fee or other amount due by the Member to Autism NZ Inc by the due date, the Chief Executive may give that Member written notice that, unless the arrears are paid by a specified date, that Member's membership with Autism NZ Inc will be terminated. After that date, if the Member has not paid all amounts owing to Autism NZ Inc the Member will (without being released from the obligation to pay the sum owing to Autism NZ Inc) cease to be a Member of Autism NZ Inc.

14. THE REGISTER OF MEMBERS

- 14.1 Register:** The Chief Executive will keep a national register of Members (**Register**), which will contain the full name, postal and email address, telephone number and occupation of each Member, and the date at which each Member became a Member. The Register will be kept at the Registered Office.
- 14.2 Member's Contact Details:** If a Member's contact details change, that Member must give his/her new details to Autism NZ Inc.
- 14.3 Access by Members:** Members will have reasonable access to the Register.

15. CESSATION OF MEMBERSHIP

- 15.1 Resignation Notice:** Any Member may resign from being a Member of Autism NZ Inc at any time by giving written notice to the Chief Executive.
- 15.2 Breach of Rules or Objects:** If the Board is of the view that a Member is:

- (a) in breach of the Rules; or
- (b) acting in a manner inconsistent with the Objects,

the Board may give written notice of this to the Member (**Board's Notice**). The Board's Notice must explain the breach or conduct in question and state that if, within 14 days of the Board's Notice, the breach or conduct has not been remedied or the Board is not otherwise satisfied, the Board may in its absolute discretion, terminate the Member's membership with Autism NZ Inc by giving the Member written notice with immediate effect.

- 15.3 Immediate Termination:** If the Board is of the view that a Member is acting in a manner which is prejudicial to the objects or interests of Autism NZ Inc or which could bring Autism NZ Inc into disrepute (whether or not that conduct is also a breach of the Rules), then the Board may, in its absolute discretion terminate the Member's membership with Autism NZ Inc by giving the Member written notice with immediate effect.
- 15.4 Decision Final:** The decision of the Board to terminate a Member's membership pursuant to Rules 15.2 or 15.3 will be final and binding unless revoked by a Majority Vote at the next General Meeting after notice of the Board's decision was delivered to the Member.
- 15.5 Consequences of Termination:** If any Member's membership with Autism NZ Inc is terminated pursuant to these Rules, then from the date the Member's membership is terminated, that person will cease to have any rights as a Member of Autism NZ Inc.

16. LOCAL AREA REPRESENTATION

- 16.1 Representation at Local Areas:** The Board will, from time to time and in its sole discretion, determine how Autism NZ Inc will be represented at a local level, and any rules that will apply in respect of such representation (including, without limitation, whether Autism NZ Inc will be represented at a local level through the establishment of a Branch, the use of Volunteers or the appointment of Friends of a Branch or by some alternative method).
- 16.2 Branch Structure:** Subject to the Board's discretion in Rule 16.1, if the Board decides that Autism NZ Inc will be represented at a local level by a Branch, the following rules in relation to Branches will apply:
- (a) **Formation:** To form a Branch an applicant must apply to the Chief Executive in writing and supply any other information the Chief Executive (or the Board) requires. The Board may (in its discretion) by Majority Vote approve the application to form a new Branch, having given consideration to the following:
 - (i) the number of Members in the relevant area where the new Branch would operate;
 - (ii) the proximity of the new Branch to an existing Branch or Branches; and
 - (iii) the desirability and need for a new branch in the relevant area.

- (b) **Branch Committee:** Each Branch will have a "Branch Committee", responsible for pursuing the Objects within the geographic area in which it operates. Branch Committee Members will be appointed by Majority Vote of those Members of Autism NZ Inc located within the defined area of the relevant Branch. The appointment process will be the same as that identified in Rule 6 for the appointment of Board Members to Autism NZ Inc. Paid employees of Autism NZ Inc are not eligible to be appointed as Branch Committee Members.
- (c) **Operation of the Branches:** Each Branch:
- (i) must at all times act in a manner consistent with, and comply with, the guidelines, policies and directions set by the Board and the Chief Executive;
 - (ii) must at all times conduct its operations in accordance with any strategic plan determined by the Board and through each Branch's own business plans and budgets which are approved by the Chief Executive prior to the commencement of each financial year;
 - (iii) is responsible for local fundraising to support the activities of the relevant approved business plan and budget for that Branch;
 - (iv) promote, and at all times act consistently with, the Objects; and
 - (v) promptly report their activities and financial position to the Board through the Chief Executive as and when required by the Board or Chief Executive.
- (d) **Dissolution of Branches:** A Branch may be dissolved:
- (i) on the written request by the Branch or any Branch Committee Member acting on behalf of the Branch;
 - (ii) if the Board determines that any Branch is to be dissolved, having considered the following:
 - (A) the number of Members in the geographic area of operation of the relevant Branch;
 - (B) levels of activity within the geographical area; and/or
 - (C) the Branch's compliance with national guidelines, directions and these Rules,

provided that before the Board makes any decision pursuant to this Rule 16.2(d) it will first give notice to the Branch allowing the Branch an opportunity to make submissions to the Board and provided that any decision of the Board pursuant to this Rule 16.2(d) will be final;
 - (iii) if the Board is of the view that any Branch or any person representing the Branch is breaching the Rules, or acting in a manner inconsistent with the Objects, the Board may give

written notice of this to the Branch. If within 14 days of the date of the notice the breach or conduct is not remedied or the Board is not otherwise satisfied, the Board may, in its absolute discretion, dissolve the Branch with immediate effect on written notice to the Branch; or

- (iv) if the Board is of the view that any Branch, or any person representing the Branch is acting in a manner prejudicial to the interests or Objects of Autism NZ Inc or which could bring Autism NZ Inc into disrepute (whether or not that conduct is also a breach of the Rules), then the Board may, in its absolute discretion, dissolve the Branch immediately on written notice to the Branch.
- (e) **Consequences of Dissolution:** With effect from the date of the Board's notice of dissolution pursuant to this Rule 16.2(d), the Branch and all persons representing the Branch (including, without limitation, all Branch Committee Members) must:
- (i) immediately cease acting or purporting to act as a Branch of (or otherwise in any way associated with) Autism NZ Inc; and
 - (ii) return all documents and property in the Branch's possession or control of, or relating to, Autism NZ Inc.

17. FINANCIAL YEAR/INCOME/AUDITOR/BANK ACCOUNTS

- 17.1 Financial Year:** The financial year of Autism NZ Inc begins on 1 July of every year and ends on 30 June of the next year, unless otherwise determined by the Board (with the approval of the Inland Revenue Department).
- 17.2 Bank Accounts:** Autism NZ Inc may operate such bank accounts as may be required provided that the Board must approve the set up (and closure) of all bank accounts operated by Autism NZ Inc. All money received by Autism NZ Inc is to be deposited into an Autism NZ Inc bank account. The bank accounts will be operated by, (and cheques drawn on any Autism NZ Inc bank account must be signed by), two signatories authorised by the Board from time to time (or in such other manner directed by the Board from time to time).
- 17.3 Legacies, Endowments, Contributions and Gifts:** Legacies, endowments, contributions and gifts of money or other real or personal property may be made to Autism NZ Inc generally or for any one or more of the Objects. All receipts for money paid or property transactions transferred or conveyed to Autism NZ Inc must be signed by a person duly authorised by the Board. Any receipt given by Autism NZ Inc will constitute confirmation that ownership of the relevant money or property has been transferred to Autism NZ Inc.
- 17.4 Ownership:** Without limiting or affecting Rule 9.1 all funds and real or personal property received by Autism NZ Inc, whether through the Autism NZ Inc national head office or through any Branch (or Branch activities) will be:
- (a) and remain the property of Autism NZ Inc; and
 - (b) subject to the control of the Board and the Rules, will be used, dealt with or applied by the Board at the Board's discretion.

For the avoidance of doubt, no Branch or Branch Committee has the power to use, deal with or apply any such funds, real or personal property, except as expressly authorised in writing by the Board.

- 17.5 Appoint Auditor:** The Board will appoint an auditor (**Auditor**) to audit the annual financial statements of Autism NZ Inc. The Auditor will report on whether the financial statements are prepared in all material respects in accordance with Autism NZ Inc's accounting policies. The Auditor must be a suitably qualified person and preferably be a member of the New Zealand Institute of Chartered Accountants, and must not be a member of the Board, or an employee of Autism NZ Inc. If the Board appoints an Auditor who is unable to act for some reason, the Board will appoint another Auditor as a replacement.

18. GENERAL MEETINGS

- 18.1 Format of Meetings:** A General Meeting is either an AGM or a special general meeting.

18.2 Frequency of Meetings:

- (a) **AGM:** The AGM will be held once every year no later than five months after the end of each financial year of Autism NZ Inc at a time and place determined by the Board.
- (b) **Special General Meetings:** Special general meetings may be called at any time by the Chief Executive or the Board and will be called by the Board within twenty-one (21) days after receipt of a written request signed by no less than five (5) Members. The request must state the purpose of the meeting requested and must be delivered to the Registered Office.

18.3 AGM Business: At each AGM the following business will be conducted:

- (a) **Minutes:** receiving any minutes of the previous General Meeting(s);
- (b) **Annual Report:** the presentation and consideration of the annual report of Autism NZ Inc;
- (c) **Financial Statements:** the presentation and consideration of the annual financial statements of Autism NZ Inc for the preceding financial year and the Auditor's report;
- (d) **Elections:** election of Board Members pursuant to the Rules;
- (e) **Resolutions:** consideration of any resolution proposed by the Board or the Members;
- (f) **Recommendations by Board:** consideration of any recommendations of the Board;
- (g) **Matters Arising from Branches and Members:** consideration of any matters arising from Branches and/or Members; and
- (h) **General:** any other general business.

- 18.4 Notice at General Meetings:** General Meetings will be held at the place and time decided by the Board and at least 21 days' written notice of any General Meeting will be given to all Members advising the date and place of the meeting and the business to be conducted at the meeting. Any omission to give a notice of meeting to, or the non-receipt of a notice of meeting by, any Member entitled to receive such notice, will not invalidate the proceedings at the meeting.
- 18.5 Quorum Required:** No General Meeting may be held unless at least ten (10) eligible Members and one member of the Board attend (this will constitute a quorum). Proxies will not count towards making up a quorum.
- 18.6 Attendance and Voting:** All Members may attend General Meetings. Each Member eligible to vote will be entitled to one vote on each matter to be decided at a General Meeting. In the case of an equality of votes, the Chair will have a second or casting vote. Unless these Rules require otherwise, every matter to be decided at a General Meeting will be decided by a Majority Vote. Voting at General Meetings will be by voice or by show of hands, as determined by the Chair, unless a poll is required by the Chair or requested by not less than five (5) Members present at the meeting and entitled to vote. A poll may be required or requested before or after a vote has been taken on any resolution. A declaration by the Chair that a resolution is carried by the requisite majority is conclusive evidence of the fact.
- 18.7 Chair:** The President will chair all General Meetings. If the President is not present within fifteen (15) minutes of the time appointed for the commencement of the meeting, (or if the President is unable or unwilling to chair any General Meeting), the Members present may choose one of their number to chair the meeting.
- 18.8 Adjournment:** The Chair may, and if so directed by the General Meeting will, adjourn the meeting from time to time and from place to place, but no business will be transacted at any adjourned meeting other than the business left unfinished at the meeting adjourned.
- 18.9 Adjournment Where Quorum Not Present:** If, within one hour after the time appointed for a General Meeting a quorum is not present at the General Meeting, the General Meeting if convened on the requisition of Members, will be dissolved, and in any other case it will be adjourned to a day, time and place determined by the Chair. If at such adjourned meeting a quorum is not present within one hour after the time appointed for the adjourned meeting, the meeting will be dissolved without further adjournments.
- 18.10 Proxy:** Any Member eligible to vote at a General meeting has the right to appoint a proxy delegate at any General Meeting. Appointment of a proxy must be in writing, signed by the appointer, and presented to the Chief Executive or President prior to the start of the relevant General Meeting.

19. COMMON SEAL

- 19.1 Common Seal:** Autism NZ Inc will have a common seal (which may be replaced from time to time by the Board).
- 19.2 Use of Common Seal:** The common seal may only be used with the authority of the Board or the Chief Executive acting under delegations of the Board. Every document to which the common seal is affixed must be signed by any two (2) of the following:

- (a) **President:** the President;
- (b) **Chief Executive:** the Chief Executive; or
- (c) **Other Authorised Person:** any other person authorised by the Board.

19.3 Register of Use: A register of every document to which the common seal is fixed will be maintained by the Chief Executive and tabled at each meeting of the Board.

20. ALTERING THE RULES

20.1 Alter or Replace Rules: The Rules may be amended or replaced at any time at a General Meeting by a resolution passed by a two-thirds majority of those Members entitled to vote and present in person or by proxy provided that:

- (a) **Notice:** at least twenty-one (21) days' written notice of the General Meeting and the proposed resolution to be passed at the meeting has been given to the Members (together with appropriate explanations and any recommendations of the Board); and
- (b) **Restrictions:** no amendment may be made to the Rules which is contrary to the charitable Objects of Autism NZ Inc and no amendment may be made to Rule 24.

20.2 Rule Changes: When any change to, or replacement of, the Rules is approved by a General Meeting pursuant to this Rule 20, the change(s) or replacement Rules will not take effect until they are filed with the Registrar of Incorporated Societies.

21. PUBLIC STATEMENTS

No public statements may be made by, or on behalf of, or in the name of, Autism NZ Inc, by anyone other than the Chief Executive or President, except with the prior written authority of the Board.

22. RESTRICTIONS ON PROFIT

Autism NZ Inc will not conduct its affairs in any way for the personal pecuniary profit of any individual or Member.

23. NOTICES

Any notice required to be given to Members under the Rules may be given by hand, mail, facsimile or email and will be deemed to have been sufficiently given and served if delivered to a Member or sent by ordinary post, facsimile or email (as the case may be) to the last known postal, facsimile or email address, of each Member.

24. WINDING UP

In the event of a winding up of Autism NZ Inc any surplus funds available after the realisation of all assets and payment of all debts will be applied exclusively to charitable

purposes as determined by the Board in its discretion, provided that such purposes are consistent with one or more of the Objects. Any such application of surplus funds may be made on such terms and conditions as the Board thinks fit. For the avoidance of doubt, no Member is entitled to any surplus funds of Autism NZ Inc.

25. TRANSITIONAL PERIOD

As at the date that the Rules are adopted, the current Board Members and their respective date of appointment as a Board Member are as follows:

	Name	Date of Appointment
1		
2		
3		
4		
5		
6		