

**Retina New Zealand Inc.**



**FIGHTING BLINDNESS**

# **RETINA NEW ZEALAND INC. CONSTITUTION & RULES**

**[2018 Update]**

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# **RETINA NEW ZEALAND INC. CONSTITUTION & RULES - 2018 Update**

Rules 8.1 and 8.2 were amended by unanimous vote at a special meeting held immediately prior to the 2018 AGM. The 2018 AGM was then held under these rules.

## **INTRODUCTION**

### **1. NAME**

The name of the Society is Retina New Zealand Incorporated. Throughout these Rules the expression "the Society" shall mean Retina New Zealand Incorporated.

### **2. OBJECTS**

The objects of the Society shall be:

2.1 To promote and foster:

2.1.1 Mutual support amongst the Society's members.

2.1.2 Dissemination of information about retinal disorders and services to persons with retinal disorders.

2.1.3 Public awareness of retinal disorders.

2.1.4 The interests of those persons with retinal disorders.

2.2 To further the educational programme, research and other charitable work of the Society.

2.3 To promote and foster the aims and objects of Retina International in line with the Society's obligations as a member of that body.

2.4 To exchange information with other organisations concerned with retinal disorders.

2.5 To co-operate with agencies and societies which provide services and/or support to persons with visual impairment.

2.6 To do all other things as are incidental or conducive to the attainment of the above objects.

### **3. POWERS**

The Society shall have the powers contained in the First Schedule in addition to any others given by statute or law.

### **4. INTERPRETATION**

In the event of ambiguity the objects specified in clause 2 and the powers specified in clause 3 and the First Schedule are to be given such an interpretation as will widen and not restrict the powers and objects of the Society.

# **MEMBERSHIP**

## **5. MEMBERSHIP**

**5.1 Membership of the Society shall consist of Full Members and Corporate Members.**

**5.1.1 Full Membership shall be open to any person either diagnosed as having a retinal disorder or who is able to satisfy the Executive Committee that he or she has a genuine interest in furthering the aims and objects of the Society.**

**5.1.2 Corporate Membership shall be open to any legal entity or company who is able to satisfy the Executive Committee that the entity has a genuine interest in furthering the aims and objects of the Society; and shall not have voting rights.**

### **5.2 Admission of Members**

**Any person who wishes to become a member must make application in writing on an official Retina New Zealand Application form. The completed form must be sent with the current subscription, to the Society. Any applicant may be elected by majority vote of the Executive Committee and the decision of the Executive Committee shall be final. In the event of any nominee not being elected to membership, any subscription paid in advance shall be refunded.**

### **5.3 Resignation of Members**

**Any member may resign from the Society upon giving notice to the Society. The member shall be liable for all subscriptions and other monies due to the Society at the date of his or her resignation.**

### **5.4 Expulsion of Members**

**If in the opinion of the Executive Committee a member's conduct is deemed detrimental to the Society's objects, that member may be expelled from the Society by the Executive Committee. The member must be given no less than fourteen days notice of the meeting and is invited to speak on his or her own behalf at the meeting before a vote of the Executive Committee is taken.**

### **5.5 Forfeit of Membership**

**Any member's subscription that is in arrears for more than three months may be, at the Executive Committees discretion, required to forfeit their membership.**

## **6. VOTING RIGHTS**

**Voting rights shall be accorded to all Full Members whose subscriptions are up to date.**

## **7. SUBSCRIPTIONS**

**Subscription for membership shall fall due on the first day of July of each year, this being the first day of the financial year of the Society.**

# **OFFICERS**

## **8. OFFICERS AND EXECUTIVE COMMITTEE**

The affairs and business of the Society shall be controlled and managed by an Executive Committee comprising the following Full Members: a President, a Vice-President, a Treasurer, and no less than two and no more than four other Full Members.

- 8.1 Immediately following the Annual General Meeting, the elected Officers shall appoint from within their ranks, a President, Vice-President and Treasurer.
- 8.2 All elected Officers shall be elected for a period of 2 years, with 3 or 4 positions being contested in any given year.
- 8.3 If, following the Annual General Meeting, the Executive Committee lacks sufficient members then additional appointments may be made by the elected members of the Executive Committee.
- 8.4 Immediately following the Annual General Meeting, the Executive Committee shall appoint one of their number to act as the Secretary for the purpose of meetings.
- 8.5 The Executive Committee may from time to time appoint sub-committees to consist of members of the Executive Committee and such other persons [whether members of the Society or not] as they see fit. In appointing such sub-committees the Executive Committee shall appoint a Convener who shall determine the meetings and procedure of any subcommittee.
- 8.6 Meetings of the Executive Committee shall be held at least once in each quarter of every calendar year as determined by the President. Additional meetings shall be held if the President so determines or two Members of the Executive Committee requisition the President (or in his or her absence the Vice President), to call such a meeting and state in the requisition the business intended to be transacted.
- 8.7 The quorum for a meeting of the Executive Committee shall number more than half its members.
- 8.8 For the purposes of meetings the President can chair, or appoint a Chairperson, to conduct the meetings from among the Executive Committee.
- 8.9 Meetings of the Executive Committee may be conducted in person, via telephone or any other digital medium.
- 8.10 All resolutions to be voted on at a meeting of the Executive Committee shall be determined by simple majority vote. Each member of the Executive Committee shall have one vote. In the case of an equality of votes the Chairperson shall have a second casting vote.

## **9. DUTIES OF THE EXECUTIVE COMMITTEE**

It shall be the duty of the Executive Committee generally to:

9.1 Conduct the affairs of the Society.

9.2 Receive all monies and keep up to date accounts.

9.3 Keep records of business and affairs of the Society.

9.4. Prepare and submit to the Annual General Meeting properly audited accounts, balance sheet and the auditor's report for the preceding year.

## **10. THE TREASURER**

10.1 The Treasurer or nominated person, shall deposit to the bank to the credit of the Society all monies received and shall present such relevant bank statements to the Executive Committee at each meeting.

10.2 All payments or reimbursements made on behalf of the Society, shall be by cheque, bills or internet transfer signed or authorised by two officers of the Society.

10.3 The Treasurer shall prepare a Statement of Income and Expenditure when required by the Executive Committee and shall furnish properly audited accounts and a balance sheet at each Annual General Meeting of the Society.

10.4 Should the Treasurer at any time anticipate being absent for any period exceeding 14 days, he or she shall give notice of such contemplated absence to the President and the Executive Committee may appoint from within its body an acting Treasurer to act in his or her absence. For the purpose of making payments or reimbursements under this rule, notice given under the hand of the President and one other officer shall be sufficient notice of such temporary change.

## **REGIONAL GROUPS**

### **11. REGIONAL GROUPS.**

The number of regional groups of the Society and the boundaries thereof shall be determined from time to time by the Executive Committee.

# **MEETINGS**

## **12. ANNUAL GENERAL MEETINGS**

12.1 The Annual General Meeting of the Society shall be held every year at a time and place to be fixed by the Executive Committee, and advised in the Society's newsletter at least three months in advance of that Annual General Meeting.

12.2 The business to be transacted is:

12.2.1 To receive from the Executive Committee a report, balance sheet and statement of accounts for the preceding year and an estimate of receipts and expenditure for the current year.

12.2.2 To decide on any motions which may duly be submitted to the meetings. Any member wishing to bring a motion at an Annual General Meeting shall give written notice of the motion to the Secretary not less than 28 days immediately preceding the Annual General Meeting. On receipt of a notice of motion, copies shall be forwarded to the members not later than 14 days before the meeting.

12.2.3 To elect members to any vacant offices of the Executive Committee.

12.2.4 To appoint an auditor.

12.2.5 To determine the annual subscription for membership.

## **13. NOTICE OF MEETINGS**

13.1 At least fourteen days notice in writing specifying the place, the day and the hour of any General Meeting or Special General Meeting must be given to all members.

13.2 The notice must state the nature of the business to be transacted at the meeting in sufficient detail to enable a member to form a reasoned judgment in relation to it.

13.3 The accidental omission to give a notice of a meeting to, or the non-receipt of a notice of a meeting by, any member entitled to receive notice thereof shall not invalidate the proceedings at that meeting.

## **14. SPECIAL GENERAL MEETING**

14.1 The President shall call a Special General Meeting at any time immediately upon the request by a resolution of the Executive, or upon receipt of a requisition signed by not less than 15 financial members, stating the purpose for which such a meeting is desired. Any member who has signed a requisition for a special general meeting and does not, without reasonable excuse, attend the meeting, may be suspended or expelled by the Executive Committee.

14.2 At a Special General Meeting no business other than that for which the meeting is called shall be dealt with.

## **15. CHAIRPERSON**

At all general meetings the President or his nominee shall be the chairperson.

## **16. VOTING**

16.1 At all general meetings every member with voting rights shall be entitled on every motion to one vote exercised in person by showing of hands or, if requested, by secret ballot.

16.2 In the case of an equality of votes the Chairperson shall have a second casting vote.

16.3 The appointment of a proxy shall be in writing on the form in Schedule Two and shall be in the hands of the Secretary before the commencement of the meeting.

## **17. QUORUM**

At all general meetings of the Society fifteen Full Members shall constitute a quorum.

## **18. METHODS OF MEETINGS**

18.1 A meeting of members may be held either:

18.1.1 By a number of members, who constitute a quorum, being assembled together at the place, date, and time appointed for the meeting; or

18.1.2 By means of audio, or audio and visual, communication by which all members participating and constituting a quorum, can simultaneously hear each other throughout the meeting.

## **19. MINUTES OF MEETINGS**

19.1 The Executive Committee must ensure that minutes are kept of all proceedings at meetings.

19.2 Minutes which have been signed as correct by the Chairperson of the meeting are prima facie evidence of the proceedings.



## **FLEXIBILITY**

### **20. NON-PECUNIARY BENEFIT**

Any income, benefit or advantage shall be applied to the objectives of the organisation. No member of the organisation 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. Any such income shall be reasonable and relative to that which would be paid in an arms length transaction (being open market value).

### **21. WINDING UP**

In the event of the Society being wound up, all surplus assets shall be realised and proceeds after payment of the Society's liabilities and the expenses of winding up shall be paid to an approved charitable organisation with similar interests, aims and objects to those of the Society within New Zealand, such organisation to be determined by the membership at the special general meeting called for the purpose of winding up. The determination shall be confirmed by a majority of votes of those present or represented by a proxy.

### **22. ALTERATIONS TO CONSTITUTION**

22.1 These Rules may be altered, added to, rescinded or otherwise varied or amended by a Resolution passed by a majority of those members present or represented by proxy at a General Meeting of which fourteen days notice has been given pursuant to clause 13.

22.2 No addition to or alteration of the non profit aims, personal benefit clause or the winding up clause shall be approved without the approval of The Charities Commission. And the provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document.

# **FIRST SCHEDULE**

## **FINANCIAL ASSISTANCE AND SUBSCRIPTIONS**

1. To solicit and receive financial and other assistance towards the attainment of its objects and to take any of the gifts, bequests and donations of real and personal property, whether subject to any specified trust or not, for any one or more of the objects of the Society.
2. To levy annual and/or other subscriptions from its members.

## **ATTAINING THE OBJECTS OF THE SOCIETY**

3. To enter into all such contracts as are necessary or desirable for the attainment of its objects to the limitations on these powers appearing in this Schedule.
4. To promote or organise seminars, conferences and other educational meetings.
5. To publish leaflets, magazines and other literature.
6. To promote and distribute information and make appeals through any publicity medium.
7. To do all such other things as are necessary or desirable for the attainment of its objects to the limitations on these powers appearing in this Schedule.

## **SETTLEMENT OF ACCOUNTS**

8. To settle accounts and all questions relating to the Society.

## **BORROWING**

9. To borrow or raise money provided that the borrowing of any sum greater than \$25000 must be authorised by a resolution passed at a special general meeting or the Annual General Meeting.

## **BANK ACCOUNTS AND INVESTMENT**

10. To operate a bank account or bank accounts and to draw, make, accept, endorse, discount, execute and issue any negotiable cheques or other negotiable instruments.
11. To invest and reinvest in such securities and upon such terms as it thinks fit the whole or any part of the funds of the Society which shall not be required to be appropriated for the immediate purposes of the Society within the limits imposed by the Trustee Act 1956.

## **POWER OF SALE AND PURCHASE OF REAL OR PERSONAL PROPERTY**

12. To purchase or sell real and personal property provided that purchase or sale of real property shall only be done pursuant to a resolution passed by a general meeting. The Society may allow a balance of the purchase price to remain owing on first mortgage provided the security so created is within the limits of the Trustees Act 1956.

## **LEASING**

13.To lease or bail any freehold, leasehold or any personal property.

## **DEPRECIATION/RESERVE FUNDS**

14.To establish depreciation funds or other reserve funds.

## **INSURANCE**

15.To effect insurance of any nature.

## **ERECTION, REPAIR, RESTORATION AND RECONSTRUCTION OF BUILDINGS**

16.To erect, repair, restore, reconstruct and add to any buildings and erections.

## **MAINTENANCE AND REPAIR**

17.To maintain, repair, manage, improve and develop any real or personal property owned by the Society.

## **EMPLOYMENT OF OTHERS**

18.Employment of others;

18.1. Subject to clause 20 (Non-Pecuniary Benefit), to employ and discharge such persons, and to pay them such remuneration as the Society thinks fit.

18.2. Instead of acting personally, to employ any person to do any act relating to the Society without being liable for any loss incurred thereby.

## **SPECIALIST ADVISERS**

19. To procure the services of specialist advisers when deemed necessary.

## **OPINIONS OF LAWYERS**

20. To obtain and act upon the opinion of any lawyer, whether in relation to the interpretation of this Deed or any other document or statute.

## **PAYMENT OF OFFICERS**

21. Subject to clause 20 (Non-Pecuniary Benefit), any Officer for the time being hereof, shall be entitled to be paid all usual professional business and trade charges for business transacted, time expended and all acts done by them or any employee or partner of theirs in connection with their duties hereunder.

## **SECOND SCHEDULE**

### **PROXY FORM**

I, \_\_\_\_\_

Of [address] \_\_\_\_\_

being a FULLY PAID UP MEMBER of Retina NZ Inc.

hereby appoint \_\_\_\_\_

of [address] \_\_\_\_\_ as my proxy

to vote for me on my behalf at the Annual General Meeting of Retina NZ Inc.

to be held on \_\_\_\_\_

at \_\_\_\_\_, commencing at \_\_\_\_\_, and

at every adjournment thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_

**Please return this form to Retina New Zealand Inc.**

[end document]