

Constitution of Dunedin Beekeepers Club Incorporated

1. NAME

- 1.1. The name of the Society will be 'Dunedin Beekeepers Club Incorporated', referred to herein as 'the Club'.
- 1.2. The Club is constituted by resolution 14th May 2022.

2. OBJECTS

- 2.1. All objectives of the Club will be nonprofit, and pecuniary gain is not an objective of the Club.
 - a. Improve the technique of apiculture amongst members
 - b. Promote interest in bees and beekeeping among the general public
 - c. Assist in the control of bee diseases
 - d. Further and protect the interest of the Club.

3. ACTIVITIES LIMITED TO NEW ZEALAND

- 3.1. The activities of the Club will be limited to New Zealand.

4. REGISTERED OFFICE

- 4.1. The Registered Office of the Club will be at such place as the Management Committee determines. The Club will advise the Registrar of Incorporated Societies and Charities of any change of address.

5. MEMBERSHIP

- 5.1. A person must consent in writing to be a member of the Club.
- 5.2. Membership of the Club does not confer any right, title, or interest in any property of the Club.
- 5.3. Membership will be open to organisations, and individuals.
- 5.4. To become a member, the applicant must:
 - 5.4.1. complete any application or registration form as prescribed and provided by the Management Committee; and
 - 5.4.2. supply any information the Management Committee requires; and
 - 5.4.3. pay any subscriptions, fees, or levies.
- 5.5. The Management Committee may interview the applicant when it considers the application
- 5.6. The Management Committee has total discretion whether or not to accept the membership application
- 5.7. The Management Committee will advise the applicant of its decision but is not required to provide reasons for that decision.
- 5.8. Life membership may be conferred by resolution of the Annual General Meeting as recognition of the time and effort that a person has contributed to the work and operation of the club. Life membership will entitle the holder to stand for and serve on the Management Committee and will exempt them from all membership fees. It will not however exempt them from other fees.
- 5.9. The Management Committee may designate from time to time other classes of membership, (with or without subscription applicable to that membership type) and may invite persons (whether or not they are members) to enrol as Friends. Friends may be enrolled on the basis of subscription or contribution or otherwise as the Management Committee decides.
- 5.10. Associate membership of (the Club) shall be entitled to such of the following as the Management Committee may decide from time to time, namely the right:
 - 5.10.1. To attend General Meetings (but not to vote)
 - 5.10.2. To receive a copy of the Annual Report
 - 5.10.3. To have their collective contributions acknowledged
 - 5.10.4. To arrange activities to help the Club, as the Management Committee approves, provided the Management Committee has full authority to manage and supervise the activity.



6. ENDING MEMBERSHIP

6.1. Resignation:

- 6.1.1. Any person may resign membership by written notice (including email) to the Secretary of the Management Committee.
- 6.1.2. Resignation shall take effect from the end of the Club's financial year or after acceptance by the Management Committee at the next General Meeting.
- 6.1.3. A resigning member will still be liable for any outstanding subscriptions, fees, or levies and will be required to return all Club property.

6.2. Termination

- 6.2.1. The Club, through its Management Committee may terminate a membership in the following ways:
- 6.2.2. Failure to pay subscriptions (Clause 7)
- 6.2.3. Following the complaints and discipline process (Clause 8)

6.3. Outgoing Obligations

- 6.3.1. Upon the end of membership, the former member cannot hold themselves out to be a member of the Club, is required to pay any outstanding fees or subscriptions and all property of the Club held by the member must be returned forthwith.

7. SUBSCRIPTIONS

- 7.1. The Club will have the power to set any membership subscriptions, fees, or levies that it sees fit.
- 7.2. Subscriptions and the date of which payment is due will be set at a General Meetings and will continue to apply until altered by a subsequent General Meeting.
- 7.3. Any member who fails to pay any set subscription after 60 days will, upon receiving notice from the Management Committee:
 - 7.3.1. Be unable to access all membership rights and privileges; and
 - 7.3.2. Will not be entitled to participate in any Club activity, and
 - 7.3.3. Be notified that membership will be terminated if payment is not made.
 - 7.3.4. A member in this position will not be released from the obligation of payment.
- 7.4. If after 60 days a subscription is still in arrears the Management Committee will determine that membership has been terminated.
- 7.5. The Club reserves the right to seek recovery of any debts.
- 7.6. The Club may charge a fee to members who request information. This fee shall be set at a General Meeting and will continue to apply until altered by a subsequent General Meeting.

8. COMPLAINTS AND DISCIPLINE

- 8.1. Any member may initiate a complaint against the Club if they consider the conduct of the Club infringes or breaches the laws of Aotearoa / New Zealand, or this constitution.
- 8.2. Any person may make a complaint to the Management Committee if they consider the conduct of another person hinders the attainment of any object of the Club. Every such complaint must be in writing and addressed to the Secretary.
- 8.3. Any person who makes a complaint must include their name on the complaint. They may request that their name is held in confidence; however the Management Committee retains the discretion as to whether any name will be withheld.
- 8.4. If the Management Committee considers (in their discretion) that there is sufficient substance in the complaint, the following procedures shall be observed within fourteen (14) working days of receipt of the complaint:
 - 8.4.1. Persons who are considered to be affected by the complaint to be notified in writing at least fourteen (14) working days prior to the meeting.
 - 8.4.2. The member will be given a copy of the complaint to enable an explanation to be made; and
 - 8.4.3. The member will be made aware of the Management Committee's right to discipline the member or terminate membership.



- 8.4.4. The member may be invited to attend a meeting of the Management Committee to offer a written and/or oral explanation.
 - 8.4.5. If necessary, further inquiries may be made by or on behalf of the Management Committee, the results of which will be made available to the complainant and the member complained of.
 - 8.4.6. If necessary, the complaint may be referred to a subcommittee or external person to investigate, report, or make a decision.
- 8.5. The Management Committee upon following the aforementioned process may do one of the following:
- 8.5.1. Dismiss the complaint, providing reasons why; or
 - 8.5.2. Uphold the complaint, providing reasons why, and;
 - 8.5.3. Discipline the member, by suspending membership for a specified time, or alter the classification of that member, or;
 - 8.5.4. Terminate the membership
- 8.6. The Management Committee may, of its own volition, initiate a complaint.
- 8.7. The decision of the Management Committee upon any complaint shall be final and binding on the complainant and the member complained of, and will not be subject to any review, appeal, or challenge.

9. REGISTER OF MEMBERSHIP

- 9.1. The Secretary of the Club will maintain and keep a register of members including;
- 9.1.1. The member's name, postal or email address (or both), telephone number, and;
 - 9.1.2. Any other information that is relevant, and;
 - 9.1.3. The date of which they became a member of the Club.
- 9.2. If a member's details changes, they must give the updated information to the Secretary within a month. The Secretary will be required to update the register as soon as possible.

10. CONFLICTS OF INTEREST

- 10.1. Any Officer who has an interest in any matter relating to the Club or its activities must disclose the nature and extent of the interest to:
- 10.1.1. The committee; and
 - 10.1.2. A Conflicts Register.
- 10.2. Conflicts of Interests include, but are not limited to financial benefits, employment, ethical or clinical concerns, or may occur in relation to responsibilities held with other organisations. Such an interest includes an Officer's spouse, civil union or de facto partner, child, parent. It may include an Officer's position as a partner, director, trustee or officer of another organisation.
- 10.3. The Management Committee must maintain and keep a register of disclosures of interests made by Offices of the Management Committee.
- 10.4. Any Officer who has an interest in any matter relating to the Club:
- 10.4.1. Must not vote or take part in any discussion of the committee relating to the matter; and
 - 10.4.2. Must not sign any document relating to the entry to any transaction or instigation of the matter; and
 - 10.4.3. May only be present during the discussion and at the time of the decision being made if the Committee agrees.
 - 10.4.4. The Conflicts Register will be able to be accessed by members.

11. ACCESS OF INFORMATION

- 11.1. Members will have a general right of access to any personal information held by the Club, this constitution, any in-house rules or bylaws, the annual financial statements presented at General Meetings and the minutes of previous General Meetings.
- 11.2. A member at any time may make a written request for any other information held by the Club provided that the request is in sufficient detail to identify the information requested.



- 11.3. The Management Committee must within a reasonable period of time (one month) notify the member regarding the application as to whether:
 - 11.3.1. They will agree to provide the information; or
 - 11.3.2. They will provide the information within a specified time; or
 - 11.3.3. They will provide the information with a specified time if the applicant pays a fee to the Club; or
 - 11.3.4. They refuse to provide the information, specifying the reasons behind the refusal.
- 11.4. The Management Committee may refuse to provide the information for the following reasons:
 - 11.4.1. The disclosure of the information would be a would or would likely breach a principle of the Privacy Act 1993; or
 - 11.4.2. The disclosure of the information would likely prejudice the commercial position of the Club; or
 - 11.4.3. The disclosure of the information would likely prejudice the commercial position of any other person, whether or not that person has supplied the information to the Club; or
 - 11.4.4. The request is vexatious or frivolous; or
 - 11.4.5. Any other reason that the Management Committee sees fit.

12. GENERAL MEETINGS

- 12.1. The term "General Meeting" includes both an Annual General Meeting and a Special General Meeting.
- 12.2. The quorum for a General Meeting will be **five (5)** members present in person at the start of, and throughout the meeting
- 12.3. Twenty-eight (28) days notification of each General Meeting will be given to all members and friends by written notice including email and all other social media.
- 12.4. Notification of the General Meeting will specify the time, date and place of the meeting. Notification will also describe in a general way all the matters that will arise to be considered and specify what further and more detailed information on these matters is available from the Secretary. Full information will be circulated concerning any proposed amendments to the Constitution.
- 12.5. Any General Meeting will be held by electronic means, if the Management Committee believes it is in the best interests of the Club to do so, and only when circumstances prevent a Meeting held in person.
- 12.6. A nominee duly appointed by notice in writing (including email) to the Secretary and received by the Secretary before the notified time of the meeting may represent a member at a General Meeting. A member may have the right at any time to change, withdraw or revoke the appointment of their nominee by notice in writing to the Secretary.
- 12.7. All questions will if possible be decided by consensus. However, where a consensus decision cannot be reached on a matter, the decision will, unless otherwise specified in this constitution, be made by a majority vote.
- 12.8. Voting will be by a show of hands unless members indicate an alternative preference.
- 12.9. If voting is tied the Chairperson may exercise a second and casting vote
- 12.10. The current Chairperson of the Management Committee or her/his nominee will chair the meeting.
- 12.11. Resolutions passed at any general meeting will be conclusive and binding on all members of the Club, whether present at the meeting or not.

13. ANNUAL GENERAL MEETING

- 13.1. The Annual General Meeting will be held within three months of the end of the financial year.
- 13.2. The Annual General Meeting will carry out the following business:
 - 13.2.1. Receive the minutes of the previous Annual General Meeting and of any General Meeting held since the last Annual General Meeting.
 - 13.2.2. Receive the Management Committee's report on the activities of the over the last year and the priorities, plans and directions for the forthcoming year.
 - 13.2.3. Receive the balance sheet and statement of income and expenditure for the past year.



- 13.2.4. Elect the President, Vice President, Secretary, Treasurer and **up to six (6)** other members of the Management Committee.
- 13.2.5. Appoint an independent appropriately qualified auditor or person to review the accounts annually if required.
- 13.2.6. Set the annual subscription for the ensuing year.
- 13.2.7. Conduct any other business.

14. SPECIAL GENERAL MEETINGS

- 14.1. Special General Meetings may be called by the Management Committee at any time or by a written request from not less than ten (10) members of and delivered to the Secretary. The meeting will be called within seven (7) days of the meeting request.

15. THE MANAGEMENT COMMITTEE

- 15.1. The Management Committee will comprise no less than five (5) and no more than ten(10) members from which a President, Vice President, Treasurer and Secretary will be elected at the Annual General Meeting.
- 15.2. The Management Committee will appoint a committee member to the role of Contact Officer. The Contact Officer will be the person who is the contact point for the committee for the Registrar, and any other government department or agency as required.
- 15.3. The Management Committee will have the right to fill any vacancies immediately after the Annual General Meeting or any vacancies that arise in the Management Committee or among its named officers during the course of the financial year.
- 15.4. Management Committee members will retire after a two-year term, but will be eligible for re-election at the same and subsequent Annual General Meetings. Newly elected Management Committee members will take office immediately upon their election.
- 15.5. Nominations for elected positions on the Management Committee, including elected officers, shall be made in writing, endorsed with the consent of the nominee and given to the Secretary not less than fifteen (15) days before the date fixed for the Annual General Meeting. If there are insufficient nominations for specific officer positions, oral nominations may be received at the Annual General Meeting, provided that no member will be elected who has not consented to being nominated.
- 15.6. The procedure for Management Committee meetings will be as follows:
 - 15.6.1. A quorum will be four (4) members of the Management Committee.
 - 15.6.2. The Management Committee will strive to seek consensus. In the event that a consensus cannot be reached then a decision will be made by a majority vote by show of hands.
 - 15.6.3. If the voting is tied, the Chairperson will have a second and casting vote.
 - 15.6.4. The Chairperson or the Chairperson's nominee will chair each meeting.
 - 15.6.5. The Management Committee will meet either in person or by electronic means at least four (4) times every year, as the Management Committee shall decide.
 - 15.6.6. The Secretary will ensure that all members of the Management Committee are notified of the meeting, either verbally or in writing.
 - 15.6.7. Minutes shall be recorded of all meetings of the Management Committee. The minutes will record the names of the members present, all resolutions and the proceedings of each meeting.
 - 15.6.8. Minutes of meetings of the Management Committee will be available to any member upon request. Any records of any meetings held as 'in committee' will not be exempt from any such request.
- 15.7. The Management Committee will always be bound by the decisions of members at General Meetings.
- 15.8. The Management Committee shall govern the conduct of the Club, and may make regulations for the purpose, which are binding on all members.
- 15.9. An Officer or member of the Management Committee will cease to be an Officer or member of the Management Committee in the following circumstances:
 - 15.9.1. Resigns in accordance with clause 6.1. or;
 - 15.9.2. Has their membership terminated in accordance with 6.2. or;



- 15.9.3. Does not attend three consecutive meetings without leave of absence, that member may, at the discretion and on decision of the Management Committee, be removed from the Management Committee;
- 15.9.4. Is not reelected after an Annual General Meeting;
- 15.9.5. Dies or becomes incapacitated.
- 15.9.6. By resolution for removal of an officer at a General Meeting of which prior notice was given in the notice of meeting and which is passed by a two-thirds majority of those present and voting.

16. POWERS

- 16.1. For the purposes of the objectives of the Club, the Management Committee has the power to:
- 16.2. use its funds as it deems necessary or proper in payment of its costs and expenses, including the employment and dismissal of counsel, solicitors, agents, officers and staff, according to principles of good employment and the Employment Relations Act 2000 or any subsequent enactment.
- 16.3. to purchase, take on lease or in exchange or hire or otherwise, acquire any real or personal property and any rights or privileges, which the Management Committee thinks necessary or proper for the purpose of attaining the charitable Principles & Objectives of the Club and to sell, exchange, let, bail or lease, with or without option of purchase or, in any other manner, dispose of such property, rights or privileges.
- 16.4. to trade, operate a business and/or establish a company;
- 16.5. Invest surplus funds in any way permitted by law for the investment of charitable funds and upon such terms as the Management Committee thinks fit.
- 16.6. Borrow or raise money from time to time by the issue of debentures, bonds, mortgages or any other security founded on all or any of the property and/or rights of the Club or without any such security and upon such terms as to priority or otherwise as the Management Committee thinks fit.
- 16.7. Do anything, which may from time to time appear necessary or desirable to the Management Committee to give effect to and attain the Objectives of the Club.
- 16.8. Make, alter and rescind regulations for the internal conduct of Club, which are consistent with the Constitution.
- 16.9. All members of the Management Committee will exercise their duties and powers in good faith and in the best interests of the Club and use their powers as a governing body for proper purposes in conducting the business of the Club.
- 16.10. The Management Committee will exercise due diligence and care in conducting the business of the Club and will not allow the Club's activities to be conducted recklessly or in a way creating risk for any creditors of the Club.
- 16.11. The Management Committee will comply with the law and this constitution.

17. POWER TO DELEGATE

- 17.1. The Management Committee may from time to time appoint any sub- committee and may delegate any of its powers and duties to any such sub-committee. The sub-committee may without confirmation by the Management Committee exercise or perform the delegated duties in the same way and with the same effect as the Management Committee could itself have done.
- 17.2. Any sub-committee or person to whom the Management Committee has delegated powers or duties will be bound by the constitutional terms of the Club and any terms or conditions of the delegation set by the Management Committee.
- 17.3. The Management Committee will be able to revoke such delegation at will, and no such delegation will prevent the exercise of any power or the performance of any duty by the Management Committee.
- 17.4. It will not be necessary for any person who is appointed to be a member of any such Management Committee, or to whom such delegation is made, to be a member of the Management Committee.

18. INCOME, BENEFIT OR ADVANTAGE TO BE APPLIED TO CHARITABLE PURPOSES

- 18.1. Any income, benefit or advantage will be applied to the purposes of the Club.
- 18.2. No person associated with the Club may derive any income, benefit or advantage from the operation of the Club.

- 18.3. This clause does not prevent a person from deriving income, benefit or advantage from the operation of the Club if such benefit is derived from professional services to the Club rendered in the course of business at no greater rates than current market rates.
- 18.4. For the avoidance of doubt, no person or member of the Club may take part in the deliberations or the decision over any transaction with the Club where that person or the Club or any persons associated with the person or Club may obtain an income, benefit or advantage.
- 18.5. Where a member has an interest in any decision on any matter being considered by or affecting the Club, they must, as soon as they become aware of their interest in the matter, disclose the nature and extent of the interest to the Management Committee.
- 18.6. A member may not vote on any decision relating to any matter in which they have an interest. They may still be counted towards the quorum of the meeting.
- 18.7. The Management Committee may, where it is considered appropriate, exclude a member from any discussion or involvement in the matter it considered the member to have an interest in.
- 18.8. The provision and effect of this clause shall not be removed from this constitution and shall be implied in any document replacing or amending this constitution.

19. ALTERATION OF THE CONSTITUTION

- 19.1. The Constitution may be altered, added to or rescinded, by a two-thirds majority, at any General Meeting provided that notice in writing setting out such alteration, addition or rescission has been circulated to members by written or electronic means not less than fourteen (14) clear days prior to this meeting.
- 19.2. No alteration, addition or rescission of the following clauses; Objects (Clause 2) Membership (Clause 5) Incomes, Benefit or Advantage to be applied to Charitable Purposes (Clause 18) or Winding Up (Clause 25), will be permitted without the prior consent of the Registrar of Incorporated Societies and the Inland Revenue Department.
- 19.3. The Management Committee will within one (1) month register any such alteration, addition or rescission with the Registrar of Incorporated Societies.

20. INDEMNITY

- 20.1. No Officer or member of the Management Committee shall be liable for the acts or defaults of any other Officer or member of the Management Committee or any loss occasioned thereby, unless occasioned by their willful default or by their willful acquiescence.
- 20.2. The Officers, Management Committee and each of its members shall be indemnified by the Club for all liabilities and costs incurred by them in the proper performance of the functions and duties, other than as a result of their willful default.

21. FINANCIAL ARRANGEMENTS

- 21.1. The financial year will be from July 1st in one year to June 30th in the following year.
- 21.2. The Management Committee will ensure that true and accurate statements of account are held and maintained at all times.
- 21.3. The Management Committee shall ensure that the accounts are audited or reviewed by an independent appropriately qualified person annually, if required by law or contract.
- 21.4. The Management Committee may fix from time-to-time procedures for the handling of money and transactions of. Such procedures shall be binding on all persons acting on behalf of the Club.
- 21.5. All cheques or electronic transactions drawn upon the bank account of will be authorised / signed by a minimum of two (2) so authorised members of the Management Committee. There shall be no more than 4 authorised signatories at any one time. No cheques or electronic transactions shall be authorized or pre-signed in advance of actual payment being made.



21.6. All investment of funds must be authorised by the Management Committee.

21.7. The permission of the Management Committee must be given prior to any money being borrowed by (such people approved by the Management Committee).

21.8. The method of accounting will be cash.

22. COMMON SEAL

22.1. The Common Seal of the Club will be kept in the custody and control of the Secretary.

22.2. When required, the Common Seal will be affixed to any document following a resolution of the Management Committee and will be signed by the Chairperson and one other person appointed by the Management Committee.

23. AMALGAMATIONS

23.1. The Club may amalgamate or merge with any other Club whose purposes or objects are similar to this Club and where it is in the best interests of this Club pursuant to the Incorporated Societies Act.

23.2. The Management Committee must prepare an independent amalgamation proposal which details any conditions to the amalgamation and the consequences of the amalgamation to the ability of the Club to fulfill its objectives.

23.3. A resolution to amalgamate must be carried by no less than two-thirds majority, at a General meeting provided that notice of the amalgamation and the amalgamation proposal has been circulated to members not less than twenty (20) working days prior to this meeting.

23.4. Any property of the Club will be transferred to the new amalgamated Club.

24. MEDIATION

24.1. If a dispute arises out of or is related to this deed the Management Committee agree to try and resolve the dispute by a mediated process whereby each party to the dispute is given the opportunity to state their case in writing or verbally. An agreed third party can also administer mediation if the Management Committee thinks fit. The third party so called upon will have the appropriate skills, qualifications or experience to act as mediator in these circumstances.

25. WINDING UP

25.1. The Club may be wound up, liquidated or dissolved in any way provided for in the Incorporated Societies Act 1908 or subsequent amendment.

25.2. Any remaining assets shall not be distributed among the membership but will be distributed among such community groups in New Zealand that have charitable status registered with the Ministry of Business Innovation and Employment, and similar objectives to the Club; and will be decided at a General Meeting convened for the purpose, and according to the provisions of the Incorporated Societies Act or any subsequent enactment.

26. MATTERS NOT STATED

26.1. The Management Committee shall have the power to deal with any matter not provided for fully in this Constitution and resolve it.

26.2. The Management Committee shall have the sole authority to interpret this Constitution. The decision of the Management Committee on any question or interpretation or on any matter affecting the Club not provided in this Constitution shall be final and binding on all members.



