

Introductory rules

Name

The name of the society is Ngā Toki Whakarururanga Incorporated (in these **Rules** referred to as the ‘**Society**’).

Charitable status

The **Society** is not and does not intend to be registered as a charitable entity under the Charities Act 2005.

Definitions

In these **Rules**, words have the meaning set down in the Act. In all other instances, unless the context requires otherwise, the following words and phrases have the following meanings:

‘**Act**’ means the Incorporated Societies Act 1908 or any Act which replaces it (including amendments to it from time to time), and any regulations made under the Act or under any Act which replaces it.

‘**Alternate**’ means a designated alternate to a **Co-convenor** who is authorised by **Ngā Kaihautū** to temporarily exercise the powers of a Co-convenor when the latter is unavailable to fulfil their function.

‘**Annual General Meeting**’ means a meeting of the **Members** of the **Society** held once per year which, among other things, will receive and consider reports on the **Society**’s activities and finances.

‘**Co-convenor**’ is equivalent to ‘Chair/President’ and means one of two (2) **Ngā Kaihautū Members** responsible for, among other things, overseeing the governance, operations and finances of the **Society** and chairing **General Meetings**.

‘**Empowerment**’ means for communities to have a voice for themselves.

‘**Ngā Kaihautū**’ means the **Society**’s governing body.

‘**Ngā Kaihautū Member**’ means a member of **Ngā Kaihautū**, including the **Co-convenors** and **Te Hiwa**.

‘**General Meeting**’ means either an **Annual General Meeting** or a **Special General Meeting** of the **Society**.

‘**Interested Member**’ means a member who is interested in a matter for any of the reasons set out in section 62 of the Incorporated Societies Act 2022.

‘**Interests Register**’ means the register of interests of Officers, including **Ngā Kaihautū Members**, kept under these **Rules**.

‘**Matter**’ means—

1. the **Society**’s performance of its activities or exercise of its powers; or
2. an arrangement, agreement, or contract (a transaction) made or entered into, or proposed to be entered into, by the **Society**.

‘**Member**’ means a person properly admitted to the **Society** who has not ceased to be a member of the **Society**.

‘**Notice**’ to Members includes any notice given by post, courier or email; and the failure for any reason of any Member to receive such Notice or information shall not invalidate any meeting or its proceedings or any election.

‘**Pūkenga**’ are technical advisers to the **Society** appointed by and accountable to **Ngā Kaihautū**.

‘**Register of Members**’ means the register of **Members** kept under these **Rules**.

‘**Rules**’ means the rules in this document.

‘**Special General Meeting**’ means a meeting of the **Members**, other than an **Annual General Meeting**, called for a specific purpose or purposes.

‘Te Hiwa’ (Secretary) means the person appointed by **Ngā Kaihautū** to be responsible for, among other things, keeping the **Register of Members**, the **Register of Interests**, recording the minutes of **General Meetings** and **Committee** meetings, and overseeing the finances of the **Society**.

‘Working Days’ mean as defined in the Legislation Act 2019. Examples of days that are not **Working Days** include, but are not limited to, the following — a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, ANZAC Day, the Sovereign’s birthday, Te Rā Aro ki a Matariki/Matariki Observance Day, and Labour Day.

Moemoeā / Vision

“He Whenua Rangatira”

“We are an independent and sovereign nation”

Whanaungatanga / Relationships of the Society

As a by-Māori, of-Māori, with-Māori and for-Māori entity, Ngā Toki Whakarururanga exists, and holds itself accountable, to empower ngā hapū and hapori to understand the implications, opportunities and risks that exist in the international trade space and to support them in their interface with the Crown to protect their mana and exercise their own rangatiratanga to advance what they see as their collective wellbeing.

Tō Tātou Kaupapa / Our Purpose

The primary kaupapa/purpose of the **Society** is:

Kia pūmau ki te kupu, tutuki noa ngā taonga tuku iho.
(To hold fast to the promise to advance and protect our legacies)

Our duty and responsibility is to protect and advance Māori rights according to Te Tiriti o Waitangi me He Whakaputanga.

Other kaupapa/purposes of the **Society** are:

- to uphold He Whakaputanga o te Rangatiratanga o Nu Tireni me Te Tiriti o Waitangi;
- preserve mana tuku iho (mana inherited) and mana whakahaere (exercise of that inherited power to preserve and maintain hapū, mana and rangatiratanga);
- recognise the responsibilities of rangatira as leaders to preserve and uphold the mana and rangatiratanga of their hapū, and the responsibilities of the Crown to represent Tauīwi;
- empower Māori to define, pursue and secure our own pathways to collective wellbeing and to protect and our rights, duties, interests and responsibilities in relation to ngā taonga tuku iho;

- understand the importance of tikanga-based trading relationships to Māori peoples, whānau, hapū and iwi and the significance of trade to the economy of Aotearoa New Zealand and the livelihoods and wellbeing of its people; and
- achieve radical transformation through Māori leadership in trade-related spaces that sets the bar to ensure that Te Tiriti is embedded in trade policy, negotiations and agreements.

The **Society** must not operate for the purpose of, or with the effect of:

- any **Member** of the **Society** deriving any personal financial gain from membership of the **Society**, other than as may be permitted by law; or
- returning all or part of the surplus generated by the **Society**'s operations to **Members**, in money or in kind; or
- conferring any kind of ownership in the **Society**'s assets on **Members**.

but the **Society** will not operate for the financial gain of **Members** simply if the **Society**:

- engages in trade;
- for matters that are incidental to the purposes of the **Society**, pays a **Member** of the **Society** that is a body corporate that is not, or are the trustees of a trust that are not, carried on for the private pecuniary profit of any individual;
- reimburses a **Member** for reasonable expenses legitimately incurred on behalf of the **Society** or while pursuing the **Society**'s purposes;
- provides benefits to members of the public or of a class of the public and those persons include **Members** or their families;
- pays a **Member** as a **Co-convenor** for services rendered to the **Society** that are essential to its operations as approved by **Ngā Kaihautū**;
- pays a **Member** a salary or wages or other payments for services to the **Society** on arm's length terms (terms reasonable in the circumstances if the parties were connected or related only by the transaction in question, each acting independently, and each acting in its own best interests; or are terms less favourable to the Member than those terms);
- pays any **Member** interest at no more than current commercial rates on loans made by that **Member** to the **Society**; or
- provides a **Member** with incidental benefits (for example, trophies, prizes, or discounts on products or services) in accordance with the purposes of the **Society**.

No **Interested Member** is allowed to take part in, or influence any decision made by the **Society** in respect of payments to, or on behalf of, the **Interested Member** of any income, benefit, or advantage.

Any payments made to an **Interested Member** must be for goods and services that advance the charitable purpose and must be reasonable and comparable to payments that would be made between unrelated parties.

Whāinga / Key Goals and Ngā Aronga / Objectives

To this end the **Society** will:

Whāinga 1. Strengthen our foundations	Whāinga 2. Promote rangatiratanga in trade-related spaces	Whāinga 3. Create and enhance strategic relationships
Ngā Aronga (Objectives)		
(a) We are fully sustainable (b) Our structures, systems and policies are robust (c) Our attitude is one of continuous improvement (d) We hold ourselves accountable to te iwi Māori, ngā tamariki mokopuna hoki (e) We will set the bar by providing high quality te Tiriti advice and analysis	(a) Understand kaupapa Māori needs in trade-related spaces (b) Deliver education and empowerment programmes for Māori communities effected by trade agreements (Wai 2522) (c) To be a hub for discourse on rangatiratanga in trade-related spaces (d) Develop and implement a tikanga based trade approach	(a) Iwi Māori whānui: implement 2(a)-(c) (b) Iwi taketake: advocating Indigenous-to-Indigenous relationships (c) Kāwanatanga: work in a mana enhancing relationship of equals (d) Māori entities in trade-related spaces: cultivate a cohesive approach

Powers

The **Society** shall have the following powers:

- Develop relationships with Māori, and where appropriate other entities, to advance their knowledge, empowerment and presence in the trade-related space.
- Negotiate and maintain a relationship with the Crown in relation to trade-related matters to enable the pursuit of its Moemoea, Kaupapa and Ngā Aronga.
- Establish a rōpū of pūkenga to provide advice and technical support in relation to trade policy, negotiations and implementation.
- Participate in initiatives to build indigenous to indigenous relationships in the trade-related space.
- Engage directly with Ministers of the Crown, Members of Parliament, Crown agencies and other official bodies to advance its Moemoea, Kaupapa and Ngā Aronga.
- Secure funding from the Crown and other sources to enable it to perform its education and empowerment and expert advisory functions.
- Develop and maintain effective communications strategies and technologies.

Ā Tātou Tikanga / Culture and Core Principles

The tikanga or culture of the **Society** is as follows:

1. **Mō te iwi te take:** Service to the people;
2. **Kaitiakitanga:** Protect and enhance our reciprocal relationships within the natural world;
3. **Rangatiratanga:** Uphold Māori self-determination and mana motuhake;
4. **Utu:** Foster reciprocation;
5. **Whakarite:** Restore balance by asserting Te Tiriti o Waitangi me He Whakaputanga;
6. **Mauri tū, mauri ora:** Protect life force and quality of being;
7. **Wairuatanga:** Our identity and spiritual connection;
8. **Ahi kā:** Continuity to place and belonging;
9. **Kōrero ā toi:** Sovereignty over our communication and language;

and these **Rules** shall be interpreted having regard to that tikanga or culture.

Act and Regulations

Nothing in this Constitution authorises the **Society** to do anything which contravenes or is inconsistent with the Act, any regulations made under the Act, or any other legislation.

Registered office

The Registered Office of the **Society** shall be at such place in New Zealand as the **Ngā Kaihautū** from time to time determines, and changes to the Registered Office shall immediately be notified to the Registrar of Incorporated Societies in a form and as required by the Act.

Power to borrow money

The **Society** does not have the power to borrow money.

Other powers

In addition to its statutory powers, the **Society** may (subject to exercising the care and skill that a prudent person of business would exercise in managing the affairs of others) for the purposes of carrying on any operation within the scope of its objects:

- use its funds to pay the costs and expenses to advance or carry out its objects;
- employ or contract with such people as may be appropriate; and

- invest in any investment.

Members

Minimum number of members

The **Society** shall maintain the minimum number of fifteen (15) **Members** required by the **Act**.

Types of members

The classes of membership and the method by which **Members** are admitted to different classes of membership are as follows:

- **Member:** A **Member** is an individual or body corporate admitted to membership under these **Rules** and who or which has not ceased to be a **Member**.
- **Life Member:** A **Life Member** is a person honoured for highly valued services to the **Society** elected as a **Life Member** by resolution of a **General Meeting** passed by a two-thirds majority of those **Members** present and voting. A **Life Member** shall have all the rights and privileges of a **Member** and shall be subject to all the same duties as a **Member** except those of paying subscriptions.
- **Honorary Member:** An **Honorary Member** is a person honoured for services to the **Society** or in an associated field elected as an **Honorary Member** by resolution of a **General Meeting** passed by a two-thirds majority of those present and voting. An **Honorary Member** has no membership rights, privileges or duties.

Becoming a member: consent

Every applicant for membership must consent in writing to becoming a **Member**.

Becoming a member: process

An applicant for membership must complete and sign any application form, supply any information, or attend an interview, as may be reasonably required by **Ngā Kaihautū** regarding an application for membership.

Ngā Kaihautū may accept or decline an application for membership. **Ngā Kaihautū** must advise the applicant of its decision (but is not required to provide reasons for that decision).

Obligations and rights

Every **Member** shall provide the **Society** with that **Member**'s name and contact details (including postal address, telephone number(s), and any email address) and promptly advise the **Society** of any changes to those details.

Membership does not confer on any **Member** any right, title, or interest (legal or equitable) in the property of the **Society**.

Other obligations and rights

All **Members** (including **Ngā Kaihautū Members**) shall promote the interests and purposes of the **Society** and shall do nothing to bring the **Society** into disrepute.

A **Member** is only entitled to exercise the rights of membership (including attending and voting at **General Meetings**, accessing or using the **Society**'s premises, facilities, equipment and other property) if all subscriptions and any other fees have been paid to the **Society** by their respective due dates, but no **Member** or Life **Member** is liable for an obligation of the **Society** by reason only of being a **Member**.

Any **Member** that is a body corporate shall provide **Te Hiwa** with the name and contact details of the person who is the organisation's authorised representative, and that person shall be deemed to be the organisation's proxy for the purposes of voting at **General Meetings**.

Ngā Kaihautū may decide what access or use **Members** may have of or to any premises, facilities, equipment or other property owned, occupied or otherwise used by the **Society**, including any conditions of and fees for such access or use.

Ceasing to be a member

A **Member** ceases to be a **Member**:

- on death (or if a body corporate on liquidation or deregistration, or if a partnership on dissolution of the partnership);
- by resignation from that **Member**'s class of membership by notice to **Te Hiwa**; or
- on termination of a **Member**'s membership under these **Rules**.

with effect from (as applicable):

- the date of death of the **Member** (or if a body corporate from the date of its liquidation or deregistration, or if a partnership from the date of its dissolution);

- the date of receipt of the notice of resignation by **Te Hiwa** (or any subsequent date stated in the notice of resignation);
- the date of termination of membership under these **Rules**; or
- the date specified in a resolution of **Ngā Kaihautū**.

Becoming a member again

Any former **Member** may apply for re-admission in the manner prescribed for new applicants and may be re-admitted only by resolution of **Ngā Kaihautū**.

However, if a former **Member**'s membership was terminated following a dispute resolution process, the applicant may be re-admitted only by a **General Meeting** on the recommendation of **Ngā Kaihautū**.

General meetings

Annual General Meetings

An **Annual General Meeting** shall be held once a year on a date and at a location determined by **Ngā Kaihautū** and consistent with any requirements in the **Act**, and the **Rules** relating to the procedure to be followed at **General Meetings** shall apply.

Annual General Meetings: business

The business of an **Annual General Meeting** shall be to:

- confirm the minutes of previous **Society Meeting(s)**;
- adopt the annual report on **Society** business;
- adopt **Te Hiwa**'s report on the finances of the **Society**, and the annual financial statements,
- set any subscriptions for the current financial year;
- conduct elections for **Co-convenors** and **Ngā Kaihautū**;
- consider any motions; and
- consider any general business.

The Committee must, at each Annual General Meeting, present the following information:

- an annual report on the affairs of the **Society** during the most recently completed accounting period;
- the annual financial statements for that period; and

- notice of any disclosures of conflicts of interest made by **Committee Members** during that period (including a brief summary of the matters, or types of matters, to which those disclosures relate).

Special General Meetings

Special General Meetings may be called at any time by **Ngā Kaihautū** by resolution. **Ngā Kaihautū** must call a **Special General Meeting** if **Te Hiwa** receives a written request signed by at least sixty (60) per cent of **Members**. Any resolution or written request must state the business that the **Special General Meeting** is to deal with.

The **Rules** relating to the procedure to be followed at **General Meetings** shall apply to a **Special General Meeting**, and a **Special General Meeting** shall only consider and deal with the business specified in **Ngā Kaihautū's** resolution or the written request by **Members** for the Meeting.

Procedure

Ngā Kaihautū shall give all **Members** at least five (5) **Working Days'** Notice of any **General Meeting** and of the business to be conducted at that **General Meeting**.

The **General Meeting** and its business will not be invalidated simply because one or more **Members** do not receive the **Notice** of the **General Meeting**.

All financial **Members** may attend, speak and vote at **General Meetings**:

- in person; or
- by a signed original written proxy (an email or copy not being acceptable) in favour of some individual entitled to be present at the meeting and received by, or handed to **Te Hiwa** before the commencement of the **General Meeting**; or
- through the authorised representative of a body corporate as notified to the **Te Hiwa**; and
- No other proxy voting shall be permitted.

No **General Meeting** may be held unless at least forty (40) percent of eligible financial **Members** attend. This will constitute a quorum.

If, within thirty (30) minutes after the time appointed for a meeting a quorum is not present, the meeting – if convened upon request of **Members** – shall be dissolved; in any other case it shall stand adjourned to a day, time and place determined by the **Co-convenor(s)** of the **Society**, and if at such adjourned meeting a quorum is not present those present in person or by proxy shall be deemed to constitute a sufficient quorum. Any decisions made when a quorum is not present are not valid.

- **General Meetings** may be held at one or more venues using any real-time audio, audio and visual, or electronic communication that gives each member a reasonable opportunity to participate.
- All **General Meetings** shall be chaired by one of the **Co-convenors**. If both **Co-convenors** are absent, the meeting shall elect another **Ngā Kaihautū Member** to chair that meeting.
- Any person chairing a **General Meeting** has a deliberative and, in the event of a tied vote, a casting vote.
- Any person chairing a **General Meeting** may:
 - With the consent of any that **General Meeting** adjourn the **General Meeting** from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place;
 - Direct that any person not entitled to be present at the Meeting, obstructing the business of the Meeting, behaving in a disorderly manner, being abusive, or failing to abide by the directions of the chairperson be removed from the Meeting; and
 - In the absence of a quorum or in the case of emergency, adjourn the Meeting or declare it closed.
- **Ngā Kaihautū** may put forward motions for the **Society** to vote on (**‘Ngā Kaihautū Motions’**), which shall be notified to Members with the notice of the **General Meeting**.
- Any **Member** may request that a motion be voted on (**‘Member’s Motion’**) at a **General Meeting**, by giving notice to the **Secretary** at least three (3) **Working Days** before that meeting. The **Member** may also provide information in support of the motion (**‘Member’s Information’**).

Minutes

Minutes must be kept by the **Te Hiwa** of all **General Meetings**.

Ngā Kaihautū

Composition

Ngā Kaihautū will consist of a minimum of six (6) **Ngā Kaihautū Members** who are:

- **Members**; and
- natural persons; and
- not disqualified by these **Rules** or the **Act**.

Ngā Kaihautū will include:

- the **Co-convenors**; and

- not fewer than four (4) or more than twelve (12) other **Ngā Kaihautū Members**.

Te Hiwa shall be co-opted to **Ngā Kaihautū** as a **Ngā Kaihautū Member** without voting rights.

The **Co-convenors** may invite **Pūkenga** to attend meetings of **Ngā Kaihautū** where they consider it appropriate to assist **Ngā Kaihautū** in performing its functions.

Election or appointment

The election of **Ngā Kaihautū Members** shall be conducted as follows:

1. **Ngā Kaihautū Members** shall be elected during **Annual General Meetings**. However, if a vacancy in the position of any **Ngā Kaihautū Member** occurs between **Annual General Meetings**, that vacancy may be filled, where that is considered necessary or appropriate, by resolution of **Ngā Kaihautū** (and any such appointee must, before appointment, supply a signed consent to appointment and a certificate that the nominee is not disqualified from being appointed or holding office as a **Ngā Kaihautū Member** by these **Rules** or the **Act**).
2. A candidate's written nomination, accompanied by the written consent of the nominee (who must be a financial member) with a certificate that the nominee is not disqualified from being appointed or holding office as a **Ngā Kaihautū Member** by these **Rules** or the **Act**, shall be received by **Te Hiwa** at least ten (10) **Working Days** before the date of the **Annual General Meeting**. If there are insufficient valid nominations received, further nominations may be received from the floor at the **Annual General Meeting**.
3. Votes shall be cast in such a manner as the person chairing the Meeting determines. In the event of any vote being tied, the tie shall be resolved by the incoming **Ngā Kaihautū** (excluding those in respect of whom the votes are tied).
4. Two **Members** (who are not nominees) or non-**Members** appointed by the **Co-convenors** shall act as scrutineers for the counting of the votes and destruction of any voting papers.
5. The failure for any reason of any financial **Member** to receive such **Notice** shall not invalidate the election.
6. In the event of any vote being tied, the tie shall be resolved by the incoming **Ngā Kaihautū** (excluding those in respect of whom the votes are tied).

Co-convenors

There shall be two (2) Co-convenors who shall be responsible for, among other things, overseeing the governance, operations and finances of the **Society** and chairing **General Meetings**.

Following the Annual General Meeting, **Ngā Kaihautū** shall elect the **Co-convenors** from amongst its Members.

Ngā Kaihautū may also designate an **Alternate** to perform the functions of a **Co-convenor** temporarily should the latter be unavailable to perform their function. The unavailable **Co-convenor** shall be responsible for authorising the **Alternate** to act on their behalf and shall inform **Ngā Kaihautū** and the other **Co-convenor** that they have done so, the reasons for doing so and the duration of their unavailability.

Te Hiwa

Ngā Kaihautū shall, from time to time as necessary, appoint a person to perform the responsibilities of **Te Hiwa**.

Removal

Where a complaint is made about the actions or inaction of a **Ngā Kaihautū Member** (and not in the **Ngā Kaihautū Member's** capacity as a Member of the **Society**) the following steps shall be taken:

- The **Ngā Kaihautū Member** who is the subject of the complaint, must be advised of all details of the complaint.
- The **Ngā Kaihautū Member** who is the subject of the complaint, must be given adequate time to prepare a response.
- The complainant and the **Ngā Kaihautū Member** who is the subject of the complaint, must be given an adequate opportunity to be heard, either in writing or at an oral hearing by **Ngā Kaihautū** (excluding the **Ngā Kaihautū Member** who is the subject of the complaint) if it considers that an oral hearing is required.
- Any oral hearing shall be held by the **Ngā Kaihautū** (excluding the **Ngā Kaihautū Member** who is the subject of the complaint), and/or any oral or written statement or submissions shall be considered by **Ngā Kaihautū** (excluding the **Ngā Kaihautū Member** who is the subject of the complaint).

If the complaint is upheld the **Ngā Kaihautū Member** may be removed from **Ngā Kaihautū** by a resolution of **Ngā Kaihautū** or of a **General Meeting**, in either case passed by a two-thirds majority of those present and voting.

Functions

From the end of each **Annual General Meeting** until the end of the next **Annual General Meeting**, the **Society** shall be governed by **Ngā Kaihautū**, which shall be accountable to the **Members** for the advancement of the **Society's** purposes and the implementation of resolutions approved by any **General Meeting**.

Officers' duties

At all times each **Ngā Kaihautū Member**:

1. shall act in good faith and in what he or she believes to be the best interests of the **Society**;
2. must exercise all powers for a proper purpose;
3. must not act, or agree to the **Society** acting, in a manner that contravenes the **Act** or these **Rules**;
4. when exercising powers or performing duties as a **Ngā Kaihautū Member**, must exercise the care and diligence that a reasonable person with the same responsibilities would exercise in the same circumstances taking into account, but without limitation, the nature of the **Society**, the nature of the decision, the position of the **Ngā Kaihautū Member** and the nature of the responsibilities undertaken by him or her;
5. must not agree to the activities of the **Society** being carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors, or cause or allow the activities of the **Society** to be carried on in a manner likely to create a substantial risk of serious loss to the **Society** or to the **Society's** creditors; and
6. must not agree to the **Society** incurring an obligation unless he or she believes at that time on reasonable grounds that the **Society** will be able to perform the obligation when it is required to do so.

Powers

Subject to these **Rules** and any resolution of any **General Meeting** the Committee may:

- exercise all the **Society's** powers, other than those required by the **Act** or by these **Rules** to be exercised by the **Society** in **General Meeting**; and
- enter into contracts on behalf of the **Society** or delegate such power to a **Ngā Kaihautū Member**, sub-committee, employee, or other person.

General issues

The **Committee** and any sub-committee may act by resolution approved in the course of a conference call using audio and/or audio-visual technology or through a written ballot conducted by email, electronic voting system, or post, and any such resolution shall be recorded in the minutes of the next **Ngā Kaihautū** meeting.

Other than as prescribed by the **Act** or these **Rules**, **Ngā Kaihautū** or any sub-committee may regulate its proceedings as it thinks fit.

Subject to the **Act**, these **Rules** and the resolutions of **General Meetings**, the decisions of **Ngā Kaihautū** on the interpretation of these **Rules** and all matters dealt with by it in accordance with these **Rules** and on matters not provided for in these Rules shall be final and binding on all **Members**.

Ngā Kaihautū meetings

Frequency

Ngā Kaihautū shall meet as required at such times and places and in such manner (including by audio, audio and visual, or electronic communication) as it may determine and otherwise where and as convened by the **Co-convenors** or **Te Hiwa**.

Records

Register of Members

Te Hiwa shall keep an up-to-date **Register of Members**, recording for each **Member** their name, contact details, the date they became a **Member**, and any other information required by these **Rules** or prescribed by Regulations under the **Act**.

Finances

Control and management

The funds and property of the **Society** shall be:

- controlled, invested and disposed of by **Ngā Kaihautū**, subject to these **Rules**; and
- devoted solely to the promotion of the objects and purposes of the **Society**.

Balance date

The **Society's** financial year shall commence on 1 April (01/04) of each year and end on 30 March (30/03) (the latter date being the **Society's** balance date).

Dispute resolution

Raising disputes

The resolution of all disputes must be conducted in a manner that is consistent with tikanga Māori and natural justice.

Winding up

Surplus assets

If the **Society** is wound up, or liquidated, or removed from the Register of Incorporated Societies, no distribution shall be made to any **Member**.

On the winding up or liquidation or removal from the Register of Incorporated Societies of the **Society**, its surplus assets after payment of all debts, costs and liabilities shall be vested in an entity to which a distribution is made must also be a Māori entity.

However, on winding up by resolution under this rule, the **Society** may approve a different distribution to a different entity from that specified above, so long as the **Society** complies with these **Rules** and the **Act** in all other respects.

Alterations to the Rules

Amending these Rules

The **Society** may amend or replace these **Rules** at a **General Meeting** by a resolution passed by a two-thirds of majority of those **Members** present and voting.

Any proposed motion to amend or replace these **Rules** shall be signed by at least sixty (60) per cent of eligible **Members** and given in writing to the **Te Hiwa** at least ten (10) **Working Days** before the **General Meeting** at which the motion is to be considered and accompanied by a written explanation of the reasons for the proposal.

At least five (5) **Working Days** before the **General Meeting** at which any amendment is to be considered the **Te Hiwa** shall give to all **Members** notice of the proposed motion, the reasons for the proposal, and any recommendations the **Ngā Kaihautū** has.

When an amendment is approved by a **General Meeting** it shall be notified to the Registrar of Incorporated Societies in the form and manner specified in **the Act** for registration and shall take effect from the date of registration.

Other

Common seal

The common seal of the **Society** must be kept in the custody of a **Co-convenor** or **Te Hiwa**.

The common seal may be affixed to any document:

1. by resolution of **Ngā Kaihautū**, and must be countersigned by the Co-convenors or by one (1) **Co-convenor** and **Te Hiwa**; or
2. by such other means as **Ngā Kaihautū** may resolve from time to time.